Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Sharla Hales
Mark Gardner
Wesley Rice
Danny Tarkanian
Nathan Tolbert

Thursday, November 20, 2025 **10:00 AM** **Historic Courthouse**
1616 Eighth St.
Minden, NV 89423

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

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

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

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

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

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

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

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

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

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

November 20, 2025

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE
Led by Clerk-Treasurer Amy Burgans

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

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

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

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

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

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

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

4. APPROVAL OF AGENDA

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

5. APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the draft minutes of the October 16, 2025, regular meeting of the Board of County Commissioners.

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

DOUGLAS COUNTY LIQUOR BOARD

7. For possible action. Discussion to approve the Non-Restricted Gaming License for United Coin Machine Co., dba Century Gaming Technologies, to conduct business as a Slot Route Operator in Douglas County. United Coin Machine Co., dba Century Gaming Technologies, is represented by Vice President Timothy W. Cogswell. United Coin Machine Co. is located 600 Pilot Road, Suite E., Las Vegas, Nevada 89119. (Captain Storke)

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

CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a Commissioner or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. If items are pulled for discussion by a vote of the Board of County Commissioners, they will automatically be placed on the Administrative Agenda to be heard at the discretion of the Chairperson or may be continued until another meeting.

9. CONSENT ITEMS

A. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease G-10, at the Minden-Tahoe Airport with Paul M. West, beginning November 1, 2025, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

B. For possible action. Discussion to approve changes to the Fiscal Year 2025-26 secured and unsecured property tax rolls as recommended by the Douglas County Assessor pursuant to NRS 361.765 and/or NRS 361.768 to adjust the assessed values of the affected properties for a total decrease in net assessed value of $185,522, authorize Chairwoman Hales to execute an Order to Adjust Tax Bills and Correct Secured and Unsecured Tax Rolls, and direct the Douglas County Treasurer to correct the error in the tax roll pursuant to Nevada law. (Trent Tholen, Assessor)

C. For possible action. Discussion on an interlocal contract between Douglas County and the Nevada Secretary of State's (SOS) Office, effective upon approval through June 30, 2026, for Voter Registration and Election Management Services (VREMS) provided by KnowInk, LLC for $51,270.33, and authorize the Douglas County Clerk-Treasurer to sign the contract. (Amy Burgans, Clerk-Treasuer)

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

E. For possible action. Discussion on a $72,950.00 contract with Lumos & Associates for design and construction assistance for the Pamela Place Flood Control Detention Basin, and authorize the Chair to sign the contract document(s) and to approve change orders up to 10% of the contract amount. (Courtney Walker, Stormwater Program Manager)

F. For possible action. Discussion to accept a $52,643.70 Aging and Disability Services Division (ADSD) Transportation Grant Award for the period of July 1, 2025, through June 30, 2026, and authorize the County Manager to sign the grant award and all related documents. (Brook Adie, Community Services Director)

G. For possible action. Discussion to approve the Amended Interlocal Contract between the Nevada Health Authority, Nevada Medicaid, Department of Human Services, Social Services and Douglas County Social Services effective July 1, 2025. This amendment changes the name of Public Entity #1 from Department of Health and Human Services, Division of Health Care Financing and Policy to Nevada Health Authority, Nevada Medicaid and Public Entity #2 from Department of Health and Humans Services, Division of Welfare and Supportive Services to Department of Human Services, Division of Social Services. The contract amount and terms remain the same as the previously approved contract (July 5, 2025). (Brook Adie, Community Services Director)

H. For possible action. Discussion to approve the revised Parks and Recreation 2026 Program and Facilities Manual. (Brook Adie, Community Services Director)

I. For possible action. Discussion to accept Amendment 1 to the Title X Grant Award, in the total grant amount of $31,861, for the period of July 1, 2025 through March 31, 2026, to provide an additional $16,786 in funding that was allocated by the Federal Government; and authorize the Board Chairwoman, County Manager, and Social Services Manager to each sign the amended grant award. (Brook Adie, Community Services Director)

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

K. For possible action. Discussion to approve the sale of one fully depreciated Motor Pool vehicle, a 2010 GMC Sierra pickup, to the Douglas County School District for a total price of $4,000, and authorize the Fleet and Facilities Manager to sign the agreement and any required paperwork. (Jeff MacDonnell, Fleet and Facilities Manager)

L. For possible action. Discussion on a $770,000.00 contract with Specialized Elevator Service Holdings LLC, dba Koch Elevator, to update two (2) elevators in the Judicial and Law Enforcement Center (JLEC) and two (2) elevators at the Tahoe Admin building; and authorize the County Manager to execute all contract documents and change orders up to 10% of the original contract price. (Jeff MacDonnell Fleet and Facilities Manager)

M. For possible action. Discussion to approve an $84,050 contract with Financial Consulting Solutions Group, Inc. to provide professional water rate study consulting services for the Douglas County Water Utility and authorize the Director of Public Works to execute the contract and change orders up to 5% of the original contract price. (Rick Robillard, Deputy Public Works Director)

N. For possible action. Discussion to authorize the Douglas County Sheriff's Office to accept a cash donation of $15,300 from the Nevada Car Coalition to be used by the Sheriff's Office to fund the Canine Program, and adopt **Resolution 2025R-096** increasing the budget authority in the Assigned Use Sheriff Canine Program (297-000 367.109) by the donated amount. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

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

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

PRESENTATIONS

11.1 For presentation only. Ceremonial presentation of an employee service award to Lucille Rao for 20 continuous years of service to Douglas County. (Kate Moroles-O'Neil, Principal Planner)

11.2 For presentation only. Ceremonial presentation of **Proclamation 2025P-098**, proclaiming November 2025, as "Movember" Men's Health Awareness Month. (Carson Valley Health Foundation Cancer Care Fund)

11.3 For presentation only. Ceremonial presentation of **Proclamation 2025P-097**, proclaiming November 29, 2025, as Small Business Saturday in Douglas County. (Chairwoman Hales)

COMMUNITY DEVELOPMENT

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

12.2 For possible action. Discussion on **Resolution 2025R-043-A**, a resolution addressing eminent domain proceedings to acquire from Park Ranch Holdings certain real property or interests in real property along the Muller Parkway right-of-way, including approximately 3.54 acres of real property to increase the size of the right-of-way, and approximately 6.77 acres of non-exclusive drainage easements across properties adversely impacted from increased base flood elevations. This is an amendment to Resolution 2025R-043, which the Board passed on April 17, 2025, updating and clarifying the real property descriptions subject to eminent domain. (Jeremy Hutchings, County Engineer, and AJ Hames, Deputy District Attorney)

COUNTY MANAGER

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

14. CLOSING PUBLIC COMMENT (No Action)

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

15. ADJOURNMENT

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM
COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the October 16, 2025, regular meeting of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the October 16, 2025, regular meeting of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
101625ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, October 16, 2025, beginning at 10:00 AM at Tahoe Justice Court, 175 Highway 50, Stateline, Nevada and 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 10:05 AM.

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

COMMISSIONERS ABSENT:
Wesley Rice, Commissioner

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

Chairwoman Hales speaks:
We are very pleased to be meeting here and we warmly thank Judge Johnson for allowing us to use the space that is normally his courtroom. We're grateful to have this comfortable space to meet up here at the Lake.

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

3. PUBLIC COMMENT (No Action)

Chairwoman Hales speaks:
We'll begin with Public Comment. We have various Public Comment restrictions and guidance in our agenda and I won't go through all of that except to say that we have a three-minute time limit and the lights up here are guidance. When the yellow light goes off there's 30 seconds left, when the red light goes off, you're done. Our Opening Public Comment is limited to matters that are not on the agenda, or if you can't be here later, then you're welcome to speak on matters that are on the agenda. With that, I will open general Public Comment. Dr. Southard, come on up.

Scott Southard speaks:
I made a couple of notes, but the first thing I'd like to say is thank you to everybody for providing the governance for our county and our communities.

Chairwoman Hales speaks:
Would you mind holding the mic or sitting down, sir, just a little closer to the mic?

Mr. Southard speaks:
Sure, you bet.

UNAPPROVED

Chairwoman Hales speaks:
Thank you.

Michelle Pablo, Senior Deputy Clerk, speaks:
Sir, may you state your name for the record, please?

Mr. Southard speaks:
You can restart my time that way. But thank you to everybody, County Manager Jenifer Davidson and Chairman Hales, also Commissioners Gardner and Tarkanian. Some of you I know, some I don't, but thank you for what you do. The reason I'm here today is to comment on the devastating flooding that's been occurring in the Ruhenstroth community where I personally live. And I wanted to give you a feel for that devastation, how bad it is. And Smelter Creek runs actually through my property and the flooding that we recently incurred during the last three weeks or so, is massive. I don't know how many of you have had a chance to look at it, I know that County Manager Jenifer has, but on my property alone we had four to six inches of mud, a foot of water up against our house, and I have a little over an acre there and the mud was over the entire acre. And literally I walked it last night and there are trees against my fence, and some of my fence has broken down as well. The garage was sort of demolished with mud. It's been a long standing problem and I know the County is aware of and I'm hopeful that you Commissioners have heard Jenifer Davidson give her excellent presentation. Have they heard that? Because it was outstanding and it educated me about the chronology of this whole issue and it had gone back even in the 1950s and 60s, and there have been multiple, multiple floods. Myself, I've lived here for about 15 years and I've had multiple floods on my own property, nothing as bad as Smelter Creek recently. And I know this has been recognized by the Commission for many years and it's been talked about, talked about, but we really need some urgent action, we need help. And I was able to attend both the Minden city board meeting and also the Gardnerville and heard comments from the members of the board there how this just, it's got to be addressed. We've talked about it, talked about it, talked about it, and I wanted to encourage you, we had an impromptu meeting of residents of Ruhenstroth.

Chairwoman Hales speaks:
Dr. Southard, your time is up. I'm so sorry.

Mr. Southard speaks:
Okay. Well, I sure thank you for listening.

Chairwoman Hales speaks:
And we would invite your wife to take up where you left off.

Mr. Southard speaks:
Okay. I appreciate being invited.

Chairwoman Hales speaks:
And I want to recognize that we've received several emails from residents who have been impacted. And you are top of our minds and we hear your message.

Mr. Southard speaks:
Thank you.

Chairwoman Hales speaks:
And we're working on it. Yeah, thank you.

UNAPPROVED

Mindy Southard speaks:
Hello, thank you for letting us speak today, Chair Sharla and the rest of the Board. What my husband was getting ready to address was talking about our creek and we have a dilemma about who's responsible for cleaning out Smelter Creek. It's completely filled up with silt and debris and we have a forest of trees against our fence that broke it down. And just to let you know, the force of the water, the debris that came down the mountain and onto our property. We have a, I don't know, a 100 foot fence on the east side of our property. It's a stone fence reinforced with rebar and it has nice wide panels opening for any water or mud to flow through. But it was not structured for huge trees and branches entwined with all the other desert landscape entangled like a beaver dam onto our property. And the weight of that and the pressure of that broke it in many places, several feet was just taken out. And I really do believe that our fence protected a lot of homes below us, so, you know, that was good for them. But this was like the 100 year flood. And we've been going back and reading some of the history of the awareness of this with the County and the can getting kicked down the road, if you will, and nobody really doing anything about it. But at the very least, we can't wait for a detention or a retention pond. We need immediate action to clean out the creek bed because winter is here, more rain is coming and we are going to have more destruction on our properties. So the creek bed, it must be cleaned out immediately and if you aren't going to take the responsibility, then we need to take on the responsibility as homeowners to clean it out ourselves, because we're not going to wait while the rest of our properties get destroyed. So that's the end of my comments. There's other people that want to speak, but thank you very much.

Chairwoman Hales speaks:
Thank you. Judge Glasson, welcome.

Richard Glasson, former Tahoe Justice Court Judge, speaks:
Good morning, welcome, everybody. I can't say that, you welcome everybody, thanks. I've lived here in Tahoe Township since 1978 and on behalf of myself, my family, my friends, and my neighbors, I welcome the Commission here today to this room. It's not my room anymore, it's Judge Johnson's room. But I wanted to give you a little bit of something about the history of why you're sitting there today. Back when Commissioner Wes Rice was my Bailiff, we came up with the idea of, can we have a room where the neighborhood, where the Commissioners, where other bodies can meet. And finally, somebody has taken us up on that offer. When we looked at the plans and the drawings, the estimate was over $400,000 and that was way out of my budget, and I didn't want to tax the County something like that. So what we did was we, with court staff, with Sandy Moore and Edith Macias, we would phase it and so we were able to bring this whole thing together for under $80,000. The furniture out here was built by the Nevada State Prison for us. Gardner Construction reconfigured the old bench, made it bigger and used the fascia from the old jury box. And in case you're worried about safety, if you fall to the ground, there's a quarter inch of hardened steel in front of you; I wasn't the most popular guy, so we need to take precautions. This artwork here behind the Chair was a community service project by a defendant who didn't have money to pay a fine, but he was an artist and so we got this one for free. And the East Fork liked it so much that they commissioned one and he was able to turn what is it, a silk purse into a sow's ear or something else and made it work. So we have that. In the back, every judge gets to decorate the courtroom and Judge Johnson's working on his, but the ones that remain, we have here over on stage left Frederick Douglass, who I think our county is named after. Then you've got Sitting Bull, who is a hero of mine. This fellow here with the collar, that's Humphrey Howe Leavitt, he was a judge in Ohio back in the 19th century and he had a big influence on my life because if he didn't exist, I wouldn't exist. And then here you have Sarah Winnemucca. You have missing, I think Jerry Garcia or Johnny Cash, but we'll put something up there. So welcome, we're glad to have you here, we hope we have you up here a lot more often.

Chairwoman Hales speaks:
Thank you, Judge. Welcome, Judge Johnson.

UNAPPROVED

Michael Johnson, Tahoe Justice Court Judge, speaks:
Thank you.

Chairwoman Hales speaks:
Welcome to your own room.

Judge Johnson speaks:
Thank you. Tahoe resident, thank you, Madam Chair, Commissioners. I just wanted to, as a Tahoe citizen, want to let you know, I think we all, or speaking for myself anyway, appreciate you being here. Both symbolic and I think for practical reasons, that you would come and have your meeting up here now and potentially in the future. And if there's anything I or Court staff can do to make things more comfortable or go smoother, you know where to find us, we're right next door. Thank you.

Chairwoman Hales speaks:
Thank you.

Jed Gaines speaks:
All right, good morning. I'm a resident in Ruhenstroth, I live on Buckskin Court and we were part of the recent flood, actually a disaster and that's what I'm here to talk about today. So we did have a disaster in Douglas County and granted, it was confined to kind of a smaller portion of Douglas County, but all in all, it was a disaster. And I don't know that you guys recognize the scale of that or maybe you're starting to because of the voices. I kind of want to ask all the Commissioners, have you been to the area yet, have you toured it and seen the destruction? You know, because it's pretty bad, it's the worst, I've only lived there about 15 years, but obviously this is the worst flood. Smelter Creek does run on my property, so I'm very familiar with it. I'm very familiar with how to, what we do to kind of keep it within the banks of the creek itself. But obviously this one, it breached farther up creek and caused a lot more damage. I've been studying the Smelter Creek Retention Basin Plan and the flood plan, which I do hope you guys, I do support and I hope you guys will get that through one day because I think that will be a huge benefit to the community of Ruhenstroth. Based on that, documents that have been, the County's put out, that this flood was equivalent to probably the 500 year flood based on where the water ran. From what I can tell on the parcels and where it went and the destruction, we're probably pretty close to that 500 year flood for this incident. I'm also asking, have we done any damage assessment in the area? Has the County done anything like that? Because I think you would be surprised at the amount of money, I bet you it's several million dollars worth of damage between single family residents that have been damaged or destroyed, people's garages, barns, shops, vehicles, their infrastructure, such as well casings, have been damaged because the amount of debris that was pushed up against them, propane tanks for some of the residents that are still on propane. So there's a lot of damage and destruction that went on out there and I bet you it's up to several million dollars if you were to go to each parcel that was impacted. You know, I look at this similar to like a wildland fire. If this was the same footprint as a vegetation fire, it would be pretty destructive in the same way with the amount of homes that have been lost. Also, we've been looking and kind of what Dr. Southard was talking about, my property is butts up to his. The neighborhood did have a meeting last Sunday and the, I'll make this quick, but the outcome is going to be if the County, we're asking for a short term plan help. So we need some help to get this creek back in place because if we don't get it, the residents are just going to start doing it themselves and that may or may not turn out the best for everybody. But we need some short term help and I'm asking that you guys, you know, your Strategic Plan and your Mission Statement that recently got published, it's about integrity and customer service. And I asked the Commissioners to live up to that and help us out in Ruhenstroth. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. Gaines. I know that our staff is working on this and we are planning tours to go see it and some have already seen it. And you'll hear more from us. Welcome, Ellie.

UNAPPROVED

Ellie Waller speaks:
Good morning. Thank you for being here, I look forward to hopefully coming back to these Chambers or another location in Tahoe when major projects up in Tahoe come to fruition and require your attention. I'm here today to talk about a Tahoe project that just got approved, the glamping project. I'm not sure if any of you are familiar, it will not come to your Board, it will not go to our Planning Commission, it will just go to Design Review. TRPA approved this project recently, there wasn't, in my opinion, a lot of public outreach, which isn't required of this kind of project. The glamping project is being approved under a designation in one of our plan area statements. That leads me into telling you again, and I've done it for years, the community plans, as well in the Valley, and the plan area statements that still exist are stale. The community members do not get to weigh in and, my opinion is, they're being exploited by projects. Not saying that private property owners do not have rights as well, but I'm very concerned. This glamping project is above and beyond what should have been approved without any of you weighing in. I have been in contact with Community Development staff; I provided them a lot of information on structures that I don't even know have ever been approved in Douglas County. So I would really like to see in the future, and maybe I will be the one to make you aware that there's these projects and their approval cycle so somebody from Douglas County is represented in these meetings besides our Commissioner Rice for the district. Thank you.

Chairwoman Hales speaks:
Thank you, Ms. Waller. Is there any other Public Comment on matters not on the agenda? With that, we will close Public Comment and thank you for everyone who shared their thoughts.

4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

5. APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the draft minutes of the September 4, 2025, and September 18, 2025, regular meetings, and the September 17, 2025 Special Meeting, of the Board of County Commissioners.

MOTION TO: Approve the minutes of the September 4, 2025, and September 18, 2025, regular meetings, and the September 17, 2025 Special Meeting, of the Board of County Commissioners; carried.

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

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

UNAPPROVED

DOUGLAS COUNTY LIQUOR BOARD

7.1 For possible action. Discussion to approve the Packaged Retail Liquor License for Maverik Incorporated, dba Maverik #634, pending the issuance of a certificate of occupancy, represented by District Manager Jody Britschgi. Jody Britschgi has signed the Waiver of Notice of Hearing. Maverik Incorporated, dba Maverik #634, is located at 1301 N U.S. Highway 395, Gardnerville Nevada 89410. (Captain Storke)

MOTION TO: Approve the Packaged Retail Liquor License for Maverik Incorporated, dba Maverik #634, conditioned upon the issuance of a certificate of occupancy, as presented; carried.

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

7.2 For possible action. Discussion to approve the the addition of William R Vandenburg, Jr. to the existing On-Site Unrestricted License, Caterer's Liquor License, and Entertainment Endorsement for Global Spectrum, LP, dba Tahoe Event Center. William R Vandenburg, Jr. has signed a Waiver of Notice of Hearing. The Tahoe Event Center is located at 75 US Hwy 50 Stateline, NV 89449. (Captain Storke)

Chairwoman Hales read the agenda item into the record.

Jon Storke, Sheriff's Captain, speaks:
Again, this applicant has put in all the required paperwork and background checks, and the Sheriff's Office is not opposed to this applicant.

Chairwoman Hales speaks:
Thank you. I do know that Chef Vandenburg is with us today, we welcome you. And we thank you for your service, some of which we have been involved in ourselves and it's been delicious. So, thank you. All right, are there any questions? Is there a motion?

Vice Chairman Gardner speaks:
Well, it should be noted and members of the public have often asked us, you're approving another liquor store, you're approving another liquor store. We are not approving another liquor store, we're approving the applicants, right?

Captain Storke speaks:
Right.

Vice Chairman Gardner speaks:
So, that's an important distinction. So with that, I move for the approval of the addition of William R Vandenburg, Jr. to the existing On-Site Unrestricted License, Caterer's Liquor License, and Entertainment Endorsement for Global Spectrum, LP dba Tahoe Event Center, as presented.

Commissioner Tarkanian speaks:
I'll second it.

UNAPPROVED

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tarkanian. All in favor? Any opposed? Carries unanimously. Thank you, Captain Storke.

MOTION TO: Approve the addition of William R Vandenburg, Jr. to the existing On-Site Unrestricted License, Caterer's Liquor License, and Entertainment Endorsement for the Tahoe Event Center; carried.

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

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

CONSENT CALENDAR

MOTION TO: Approve the Consent Calendar Items A through N; carried.

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

9. CONSENT ITEMS

A. For possible action. Discussion to approve the assignment of LL130 at the Minden-Tahoe Airport from Anelle Management Services Inc. to Expanding Horizons Hangar Owners Association, and authorize the Airport Manager to execute the assignment document. (Heather MacDonnell, Airport Manager)

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

C. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 8/1/25 Payables, 8/8/25 Payables, 8/8/25 Payables #2, 8/8/25 Payroll, 8/15/25 Payables, 8/19/25 Payables, 8/22/25 Payables, 8/22/25 Payroll and 8/29/25 Payables. (Amy Burgans, Clerk-Treasurer)

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

E. For possible action. Discussion to authorize the County Manager to sign an amendment to the existing Aging and Disability Services Division (ADSD) Home Delivered Meals grant award, which changes the State of Nevada source of funding for the grant. (Brook Adie, Community Services Director)

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F. For possible action. Discussion to accept a $759,689 operating sub-grant from the State of Nevada to Douglas Area Rural Transit (DART) for the period of October 1, 2025, through September 30, 2026, and authorize Chairwoman Hales to sign the grant award electronically through Docusign. (Brook Adie, Community Services Director)

G. For possible action. Discussion to accept a $70,000 Aging and Disability Services Division (ADSD) Homemaker grant award for the period of July 1, 2025, through June 30, 2026, and authorize the County Manager to sign the grant award. (Brook Adie, Community Services Director).

H. For possible action. Discussion to accept a $107,182.77 Aging and Disability Services Division, Office of Community Living Grant Award for the period of July 1, 2025, through June 30, 2026, and authorize the County Manager to sign the grant award. (Brook Adie, Community Services Director)

I. For possible action. Discussion to retroactively authorize Chairwoman Hales to sign an amendment to an existing Douglas Area Rural Transit ("DART") Capital grant award which extends the grant expenditure deadline from September 30, 2025, to June 30, 2026. (Brook Adie, Community Services Director)

J. For possible action. Discussion to amend the Grant Funding Agreement for One Nevada Funds between Douglas County and Partnership Douglas County from an original grant amount of $50,302 to an increased grant award of $76,445 with an effective date of October 1, 2025, through December 31, 2025, to fund opioid abuse prevention services; and authorize the Community Services Director to sign the amended agreement. (Brook Adie, Community Services Director)

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

L. For possible action. Discussion to authorize binding employee and retiree medical insurance coverage with Anthem Blue Cross Blue Shield at a 10% premium increase for calendar year 2026 as recommended by both the Benefits Committee and County Manager; and authorize the Human Resources Director to execute any related agreements and documents necessary to bind coverage. (Christine Vido, Human Resources Director)

M. For possible action. Discussion to approve the purchase of one (1) John Deere 30 P-Tier Compact Excavator for $58,438 from Pape Machinery for the Douglas County Water Utility and authorize the County Manager or Director of Public Works to execute the purchase order and any required documents. (Rick Robillard, Deputy Public Works Director)

N. For possible action. Discussion to approve Resolution 2025R-088 authorizing the donation of Douglas County Sheriff's Office (DCSO) Patrol Vehicle 219-917 to Western Nevada Keystones, a Nevada non-profit organization. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

10. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME PRESENTATIONS - None

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11.1 For presentation only. Ceremonial presentation of Proclamation 2025P-092 designating the week of October 5-11, 2025, as National 4-H Week in Douglas County, Nevada. (Tara Sallee, 4H Community Based Instructor)

Chairwoman Hales read the agenda item and the proclamation into the record.

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

Tara Sallee, 4H Community Based Program Instructor, speaks:
Good morning. Thank you, guys, for having me. I'm going to pick this up. We have over 200 youth in Douglas County currently enrolled in 4-H programs, livestock, shooting sports. And then we also couldn't do this without our volunteers and our leaders, which we have 22 adult volunteers, hoping to get more. But, you know, it's a great program. The youth benefit from it greatly in this community and we really appreciate the public support and the Commissioners support and the County support for this program. So anyways, thank you for having us. And we're looking forward to another successful 4-H year. So, thank you.

Photos were taken.

RESULT:	**PRESENTATION HELD.**

11.2 Presentation only. Ceremonial presentation of Proclamation 2025P-093 commending the Tahoe Knight Monsters, DLC Hockey, Tim Tebow, David Hodges, and Zawyer Sports for their successful inaugural season and for their lasting contributions to the economic vitality, community spirit, and entertainment landscape of Douglas County. (Chairwoman Hales)

Chairwoman Hales speaks:
I'm sure I'm not the only one in this room who so much enjoys our hockey games and having an actual professional team here in Douglas County and we are excited about the next proclamation.

Chairwoman Hales read the agenda item into the record.

Chairwoman Hales speaks:
We are delighted to have Tahoe Tessie with us today. And thank you for being here too.

Josh Costa, Tahoe Knight Monsters Director of Sales, speaks:
Thanks for having us. Good morning everyone. I'm the Director of Sales for the Tahoe Knight Monsters. We are so excited to be here. Opening night is tomorrow night. I can't believe it's already here. We wouldn't be here without the support of the community, without the support of Carol from Visit Lake Tahoe, Oak View Management Group, Chef Bill, we work closely together. But we just couldn't be more excited and are really honored by this recognition. Thank you.

Chairwoman Hales speaks:
That's awesome. We'll finish reading all the details. Thank you.

Chairwoman Hales read the proclamation into the record.

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

Photos were taken.

UNAPPROVED

Commissioner Tolbert speaks:
Madam Chair, if I may? I don't know if Tessie knows, but she made a mistake. In April of 1992, on April 1st, the Tahoe Bonanza caught a picture of Tessie. So, I invite you to go back and check the April 1st, 1992 Tahoe Bonanza front page, and there's a picture of Tessie. That is not a joke.

Vice Chairman Gardner speaks:
Well, you said April 1st. I was waiting for the punchline.

Commissioner Tolbert speaks:
It is not a joke that there is a picture of Tahoe Tessie on the April 1st edition of the Bonanza.

Chairwoman Hales speaks:
All right, that was fun. Thank you.

RESULT: PRESENTATION HELD.

11.3 For presentation only. Presentation of the Lake Tahoe Visitors Authority (LTVA) Fiscal Year 2024–25 Annual Report, highlighting key achievements, marketing initiatives, tourism impacts, and community partnerships. (Carol Chaplin, President & CEO of Lake Tahoe Visitors Authority)

Chairwoman Hales read the agenda item into the record.

Carol Chaplin, Lake Tahoe Visitors Authority President and CEO, speaks:
I don't have my costume on this morning, but thank you. Thank you for being here Commissioners, today. It's great to have you up at the Lake. And I really appreciate you coming up and seeing us. I know it's kind of a longer haul. We did part the clouds for you. Just wanted you to know that there is no snow today so that you had an easy drive. I'm accompanied today by Juraj Sojka. And he also goes by George. But his given name is Juraj and we like to call him that, so, your eye, that'll help you remember. He is our Director of Tourism Development at the Visitors Authority. He's been with us for many years now and previous to that he was with Travel Nevada and then before that, Aramark. So he has a long history in tourism here. And just so you know, we are both Douglas County residents for a long time, so we're proud of that. Thank you. So at this point, in your packet, you do have our full report. What we'd like to do today is just kind of condense that into a fun little presentation. We're all about inspiration and the destination and the beauty of it and some of the highlights. So, we're going to start with that and then we will kind of reinforce that between the two of us. There we go. Okay. Well, we can hear the music. You just look at the pretty pictures.

An unspecified video was shown.

Ms. Chaplin speaks:
Thank you for the IT support this morning. So that's a recap of our last year. And I appreciate your attention to that. We'll go over, between myself and Juraj, we'll go over a couple of those highlights again for you. I do want to say, first of all, thank you County Manager Davidson, for your close relationship with not only your staff, but also with your Finance staff. We're in conversations all the time about what's going on out there and we're watching very closely as we go into kind of another funny year. I guess they're all funny, wondering what we're going to do, but what we need to watch for. External pressures are pretty interesting right now. And so, our goal is to continue supporting the county and the businesses here. So, just to step back, the LTVA is a bi-state organization, marketing and promoting the South Shore

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of Lake Tahoe. Douglas County contribution in FY 25 was $661,000, 5/8 of one percent of Transient Occupancy Tax collected in the Tahoe Township. Additional funding sources are the South Lake Tahoe Tourism Improvement District on the California side of our destination. And those contributions are about $2.9 million and Tahoe Douglas Visitors Authority at about $2.88 million. LTVA's marketing campaigns drive year-round visitation to lodging, dining, gaming, retail, and recreation businesses in Douglas County. And that contribution to our budget is leveraged by those other two organizations that I've mentioned.

Commissioner Tarkanian speaks:
Can I ask a question real quick? Just before you go too far down the line, Douglas County contributes $661,000. Does South Lake Tahoe contribute besides their tourism district? Because I see that the tourism and the TDVA are about equal. Is there a reciprocal revenue source from South Lake Tahoe?

Ms. Chaplin speaks:
From the City?

Commissioner Tarkanian speaks:
Yes.

Ms. Chaplin speaks:
No, there is not. 2009 was the last year that there was a contribution by the City and that was taken over by the Tourism Improvement District, which has a flat fee assessment on lodging overnight stays.

Commissioner Tarkanian speaks:
And I don't mean to nitpick, but just so that we're paying a little bit over half a million more into the budget of LTVA. Is that accurate?

Ms. Chaplin speaks:
I don't know that I could say that was completely accurate. I mean, over the City, yes. Over California lodging, no.

Commissioner Tarkanian speaks:
What do you mean by California lodging? Is that the improvement district?

Ms. Chaplin speaks:
The South Lake Tahoe Tourism Improvement District are the lodging properties that self-assess.

Commissioner Tarkanian speaks:
But is that the South Lake Tahoe Tourism Improvement District?

Ms. Chaplin speaks:
That is. Yeah.

Commissioner Tarkanian speaks:
Okay. Well, they're paying $2.9, TDVA is paying $2.8. TDVA is a Douglas County agency sort of like the South Lake Tahoe Tourism District, right? Improvement district. So, you add; the $661 to the $2.878 and it's about $500,000 more than the $2.9 that comes from South Lake Tahoe.

Ms. Chaplin speaks:
I guess you could say that's correct.

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Commissioner Tarkanian speaks:
Yeah. Thank you.

Ms. Chaplin speaks:
Our brand campaign, as you saw in the video is called "Awe and then Some" with integrated rules to Lake by stewardship messaging. Our media spends in this last year was $3 million. Paid search was about $350,000. We had 2.1 million paid media sessions and 579,000 partner referrals. Which means when somebody goes onto our website and is inspired by some of the information that they click on a lodging property, a restaurant, an activity, that is considered a referral. So, over half a million of those this last year. Our top source markets are Los Angeles, San Jose, Sacramento, San Francisco, and Las Vegas, and our website received 4.5 million sessions, about 14 percent year over year increase and 304,000 lodging referrals for about 18 percent year over year increase. And our social media, Instagram, 85,000 followers, about eight percent up from last year. Facebook at 161,000 followers, about three percent. And Juraj will take it from here with some fun stuff about special events.

Juraj Sojka, Lake Tahoe Visitors Authority Director of Tourism, speaks:
So to touch on special events and community engagements, LTVA invests in and promotes events that fill hotel rooms and sustain off peak visitation. To mention a major event like American Century Golf Championship, which is a nationally televised event, generated 17 billion media impressions and provided $205 million publicity value, which is pretty significant. And of course it also produced $115,000 in local nonprofit donations. Another event is Sample the Sierra, which is Farm to Fork Food and Wine Festival. Toyota Air and Aprés, which is a winter showcase event with fireworks and entertainment. Operation Sierra Storm, National Meteorology conference and media exposure event and Valhalla Art, Music and Theater Festival, which is a summer cultural series.

To touch on meeting and conventions and sports, LTVA promotes the South Shore as a meeting and sports destination centered on the Tahoe Blue Event Center. LTVA staff attended 30 MICE and sports trade shows, conducting 525 one-on-one appointments that helped source 20 meetings in the destination, generating 3,400 room nights and 1,600 attendees. Also, a meet and then some campaign expanded to reach more partners and our meeting planner database grew by 17 percent year over year. To touch on visitor and partner services, LTVA operates Explore Tahoe Visitors Center and it served 36,600 visitors last year, which is a 15 percent year over year increase. We also manage Partner Portal, where we have 111 active business contacts, which is a 41 percent increase.

Commissioner Tarkanian speaks:
Sorry again. Is it better to ask the questions when they're going through this or do you want to wait till the end?

Mr. Sojka speaks:
Whichever is easier for you.

Commissioner Tarkanian speaks:
Well, I just was interested, you said there was a 15 percent increase in room occupancy. I assume you said, or maybe room rate, either way.

Mr. Sojka speaks:
It is visitors at a visitor center.

Commissioner Tarkanian speaks:
Do you have it split up between the off peak time, which is what we've been trying to increase from the time we've been on the Board to the peak time? Do you understand my question? I'm sorry.

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Mr. Sojka speaks:
I'm sorry, I'm not sure what you're asking about exactly.

Commissioner Tarkanian speaks:
We've been…

Vice Chairman Gardner speaks:
I think, if I may?

Commissioner Tarkanian speaks:
Yeah. Go ahead.

Vice Chairman Gardner speaks:
We were certainly looking, the whole purpose of the, well, not the whole purpose, but one of the purposes of the event center was to fill our shoulder seasons. Okay. And I think that's what Commissioner Tarkanian is referring to, is are we seeing an increase in our shoulder seasons or is it in our busy seasons anyways? Right?

Mr. Sojka speaks:
When you're talking about the meetings, the source, the 20 meetings that we generated, I don't have actually a breakdown when they actually took place, but from my personal knowledge, I know that the big events and big meetings in the Tahoe Blue Event Center took place in the fall and spring.

Commissioner Tarkanian speaks:
It would be nice, like when you come back next year or whatever, that you can give us some kind of an analysis of what you call the shoulder meetings or the off peak.

Vice Chairman Gardner speaks:
(Inaudible comment)… a graph of what the…

Chairwoman Hales speaks:
Are you talking about maybe room nights?

Vice Chairman Gardner speaks:
Yeah.

Ms. Chaplin speaks:
Are you talking about clarification for the event center generation of room nights or total generation of room nights?

Chairwoman Hales speaks:
I think what the Commissioners, I think what we'd like to see is, have room nights increased over the past few years, especially in the shoulder seasons?

Commissioner Tarkanian speaks:
Yeah, not just room nights, but I would, don't you have a revenue like how much revenue has been generated which would include sales tax, I guess, from the different events that are going on. Because it isn't just room nights that are bringing that revenue from the event center, it would also be sales tax. I would think. We just want to see if it's working, you know, the event center.

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Ms. Chaplin speaks:
Yeah. I understand that. The sales tax is not a metric that we have easy access to. We're judged by lodging revenue. We can work with Douglas County Finance Department to understand that. Some of the figures that you're probably looking for are not even available to us because they're not available to you. They go through the State. So, it's a little bit harder to understand that. When we're talking about lodging, overnight lodging, we won't be able to judge it by day or week because we only get monthly figures. But we can certainly provide the monthly figures, but we don't get the breakdown by if a conference is coming in Monday through Thursday, we don't necessarily have that information, but we would have it by the month.

Vice Chairman Gardner speaks:
So, Ms. Carol, I am a member, one of my assignments is the Carson Valley Visitors Authority. On a monthly basis we get a report from that Visitor's Authority telling us what our TOT taxes are on a monthly basis.

Ms. Chaplin speaks:
Correct.

Vice Chairman Gardner speaks:
Obviously, it's about 30 days behind, you know.

Ms. Chaplin speaks:
It's actually 45.

Vice Chairman Gardner speaks:
Okay, but we get that provided to us by the Visitors Authority, the board on a monthly basis. Could we get something of that nature from you folks as well?

Ms. Chaplin speaks:
Absolutely.

Vice Chairman Gardner speaks:
Okay, great. As long as we're there, if you don't mind me asking a couple questions. I know that Vegas is reporting a downturn, so it's very encouraging to see your slides where you showed increases. And of course, we're hearing also that gaming revenue is down so people aren't necessarily participating in the gaming. You know, they're doing more online, obviously, than they are doing in the casinos. So obviously the event center is going to add significantly to our room counts. So, it was very pleasing to see that you're showing increases and we're not experiencing, as I indicated just a few seconds ago, as a member of the Carson Valley Visitors Authority board, we're not seeing any downturns on the Valley floor either, which is very encouraging, right? I mean, it's not great increases. It's sort of flat from previous years, but at least it's not showing a decrease, which is critical to the operations of both that organization and I'm sure it's critical to the operations of your organization as well, right?

Ms. Chaplin speaks:
Correct. We actually held our own, just like you were saying, Mr. Gardner, for the summertime. What we do know is that average daily rate is up. Occupancy is kind of flat. I think actually September is just a tiny bit down, maybe three percent down. We're watching it pretty closely. Las Vegas has a significant amount of international traffic to the destination. We are fortunate in that way, I guess if you want to say that, that we're at about 11 to 13 percent international, I think. And Las Vegas, of course, is much bigger in that area, which is some of what the impact is that they're seeing. So, you know, I think we're going to hold our own, but we are watching it also. Also Reno-Tahoe Airport, I believe September might have

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been down a little bit, but their number of seats are up from the early 2000s, so we're watching that as well for the fly-in traffic. And that would be an overnight stay that is longer than, you know, a drive visitor.

Vice Chairman Gardner speaks:
Something I've also asked, I think I asked the last time you visited us, is the demographics of the attendees at our event center and trying to determine, getting an understanding of the zip codes that they're coming from. Are they primarily local residents? How far out of the area are they coming to visit our event center?

Ms. Chaplin speaks:
Regional is our largest segment. For hockey, Reno is our primary market; the Valley is our secondary market. But a significant portion of our visitation to the event center, at least for entertainment, is more regional. Conferences are national to state, both California and Nevada, and then we've had some national conferences. So when you get into the meetings and conferences, those tend to be a little bit farther out. But I can certainly drill down that for you.

Commissioner Tarkanian speaks:
I know that you don't have these figures so maybe we gotta try to get this from the County staff, but Las Vegas is different than Lake Tahoe. I don't want to compare them to it. But they have lower occupancy now but their gaming revenue is higher, which leads to higher taxes and for Douglas County, if the gaming revenue is higher, as it does with sales taxes, so when you're looking at the impact of the event center, we should also be looking at what the sales tax and the property taxes are. I mean, the gaming revenues during that shoulder period. And if you don't have that information, it'd be good if we got that, because that's all part of the calculation, determining if the event center is paying for itself or even doing more than that.

Ms. Chaplin speaks:
Commissioner Tarkanian, my understanding is that gaming revenue cannot be broken out for… it's state. I don't believe that Douglas County can get Douglas County gaming revenue broken out.

Commissioner Tarkanian speaks:
No, they report what the Tahoe gaming revenue is. I've seen the reports on that.

Ms. Chaplin speaks:
I don't know. I wasn't aware of that. Thank you.

Commissioner Tarkanian speaks:
And again, if it's not available, it's not available. But we're looking at room occupancy and it doesn't really, I mean it's a portion of it, yes. And in fact, the amount of money you get for your funding comes from that. But if you're talking about the amount of money Douglas County is putting in by having the transfer of the, I'm running a blank on the name of it now, paying for the event center it would also have to include are we increasing the gaming revenue and sales tax revenue during the shoulder period when things are normally slow? And if we're not, then we're basically, I would guess, just getting people that are coming in to watch the event and not spending money. And that's not necessarily good either.

Ms. Chaplin speaks:
So we will try to provide as much information as we can. This presentation actually was very specifically requested to address the Lake Tahoe Visitors Authority and the marketing efforts of that organization. The Tahoe Douglas Visitors Authority, we had planned to talk to staff about coming back after the audit was done and that audit is still underway for FY25. So we can be very specific about impacts from the event center at that time.

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

Ms. Chaplin speaks:
It's very confusing, I know, and yeah...

Chairwoman Hales speaks:
Yeah. So this is LTVA not necessarily the event center. Or TDVA. I know it's…

Commissioner Tarkanian speaks:
But yes, and you're right. And the TDVA is what's paying for the event center. But yeah the LTVA is promoting the event center with $3.6 million. So that's why I brought those questions up.

Ms. Chaplin speaks:
Well, correction on that. The three plus million dollars is not going specifically for the event center. The event center is an asset, just like our hotels, our activities, our ski resorts. So, it's not going to be specifically, but we are definitely promoting the event center.

Commissioner Tarkanian speaks:
Absolutely. I understand that completely. It's the promotion of all of the tourism in Lake Tahoe in this area, South Lake Tahoe and Douglas County's portion. We're just trying to see if the event center is increasing this tourism that you guys are helping to promote. I mean, some of the things you're talking about is the number of events that came into the event center that you guys have helped, I assume, promote or get put into play there.

Ms. Chaplin speaks:
Correct.

Commissioner Tarkanian speaks:
So I thought this all applied to it. Look, I'm just being… it doesn't matter. I'm just trying to figure out in the long term, you know, how it's all penciled in. But if you don't have the numbers now, we'll get them later and we'll go from there.

Chairwoman Hales speaks:
Thank you. I realize we totally interrupted your presentation.

Mr. Sojka speaks:
It's totally fine. No, I was a little confused because I already moved to visitor services and you were asking about meetings and events, so I apologize for not understanding your questions from the beginning.

Chairwoman Hales speaks:
Oh, no. You're doing great. Carry on, Mr. Sojka.

Commissioner Tarkanian speaks:
I think I *(inaudible comment)* for interrupting too much. So I think I was just...

Ms. Sojka speaks:
All right. So going back to visitor center, Explore Tahoe Visitor Center served 36,600 visitors last year which was 15 percent increase year over year. We have a Partner Portal and we have 111 active business contacts which is also increasing 41 percent from last year with the 1,384 logins. We also distribute a monthly South Shore bulletin to 590 partners with a 57 percent open rate. We also have a trip planning

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app with 88,500 users and 8,200 downloads. The top pages include Heavenly Gondola and Thunderbird Lodge. To touch on the domestic and international outreach, we do partner with our State DMO, Travel Nevada to do outreach domestically and internationally. But we also do partner with Visit California and Brand USA as well. We do have a representation in five international markets, including UK and Ireland, Australia, Germany, India, and China. We do partner with online travel agencies or OTAs and last year we generated more than 20,000 room nights by partnering with OTAs like Expedia, Hopper, and Hotelbeds. And we also hosted ten FAM tours for travel, trade, and media.

Ms. Chaplin speaks:
Okay. Thank you. By way of community partnerships and stewardship, we contribute $50,000 annually to Lake Link. And we appreciate again, the contribution to Lake Link by Douglas County recently. That's great. We're going to continue to expand that. And it's wonderful to see the increased geography that we've achieved through Douglas County's contribution. We invest in the Regional Air Service Corporation, which is a public-private partnership, leveraging about $800,000 in air service marketing. We participate in the Destination Stewardship Council, Lake-wide stewardship council to align tourism with community values. And we've hosted the "Awe and then Some" forum with over 100 plus regional stakeholders and national tourism leaders. Public relations, you saw a little bit of that in the video, but we're very proud of our results there. We had 300 plus media stories this last year, 1.1 billion impressions, $8 million in publicity value. And we've had coverage in Forbes, USA Today, AFAR, Outside, Newsweek, Today.com, and more. And in addition to that, we also hosted eight influencers generating 59 content pieces with about a reach of three million potential visitors. So that concludes our presentation. We have some homework for you and we appreciate the questions. Those are good ones. And if there are any other questions, we'll entertain them now. Thank you.

To review Ms. Chaplin and Mr. Sojka's presentation please see the Agenda Packet material.

Commissioner Tolbert speaks:
Thanks, Madam Chair. My question is something that comes up quite a bit, especially around the 4th of July. And since you're specifically trying to bring people in, have you done any research looking into what is the capacity of the Lake when we're bringing in this many people and we're trying to promote sustainability, trying to find that balance of, you know, yes, we need the help in the tourism, but we also need to limit and protect what we have. So can you elaborate a little bit on that and what LTVA's stance is in that department?

Ms. Chaplin speaks:
Yeah, that's a dance isn't it, Commissioner Tolbert? So, July 4th is an interesting holiday for us and it actually depends on the day of the week that it falls on as well, whether it's a three day weekend or right in the middle of the week. We have a lot of partners that really believe in having fireworks for that particular holiday. It's considered an American thing to do and patriotic thing to do. We've looked at other kinds of, you know, drones. We've looked at drones instead of fireworks. We don't actually, I don't know, actually, how many people are in the basin on July 4th specifically. I know that on the beaches of South Lake Tahoe are probably reaching over 100,000 on the beaches to watch the fireworks. We've worked with the Destination Stewardship Council and what's called the Peak Demand Committee, to try to mitigate some of the impacts of visitors on specifically July 4th. That includes about 22 organizations around the Lake, both public and private. US Forest Service is a big, obviously, a big partner in that area. What we're trying to do now is to educate our guests through the Rules to Lake By campaign, is to educate our guests year round. But we did hit it hard during July 4th to talk about what responsible tourism is, what responsible visitation is. We hope it reaches some of our residents as well because we're all models for those visitors. And if we don't model that behavior, then we can't expect our visitors to do that either. It's an ongoing project. It's a great question. It's kind of a fuzzy answer, I know. But July 4th is a time when we have a lot of families that are out having vacations. We have a huge drive market that wants to

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come up to the Lake. We know that when temperatures reach 100 degrees and more, our traffic over Echo Summit coming into the basin doubles. And so there's things that we can try to control. There's things that we can try to find answers for, but I don't know whether, how we limit visitation during one of the major holidays of the year. But if it's helpful at all, we're talking about it and we're including a lot of different organizations to try to solve that problem. Mitigate is probably, we're not going to solve it, but we can at least try to mitigate it. And we did find this year that the impacts to our beaches were much less than in previous years. We didn't hit the news. So that's a good thing. Thanks for the question. That's a really good question. You're on our committee.

Vice Chairman Gardner speaks:
Yeah. I had one more, if you don't mind, one more question and then also an observation. And thank you so much for being here today, this is great information. Is it Juraj?

Ms. Sojka speaks:
Juraj.

Vice Chairman Gardner speaks:
Juraj. Yeah. Okay. Not my eye. Your eye. Okay. So thank you for coming. I know that we try to, we can gather some of this data from cell phone usage and spending. And I know we get a report, once again, on the Valley floor on a monthly basis of visitor average spend by day. Is there any method of capturing that data? You do have that data?

Mr. Sojka speaks:
Yes. We have multiple research platforms that we are utilizing, including, Visa Online, which is actual spending utilizing Visa debit card and credit cards. We also utilize a platform called Datafy that provides geolocation data.

Vice Chairman speaks:
That’s the program I was looking for is Datafy, yes.

Mr. Sojka speaks:
So we have them both and we are utilizing them in our monthly reporting in our strategy, of course. LTVA does make data driven decisions on a daily basis.

Vice Chairman Gardner speaks:
Can you possibly get us a kind of a capture of what it might have been last year versus this year, and see if we can…

Mr. Sojka speaks:
Of course. And actually we do publish those reports monthly on our B2B site called LTVA.org. But we are more than happy to share with all of you.

Vice Chairman Gardner speaks:
Thank you. Now, the other observation I had is we're going into the 250th year celebration of the United States of America and the founding.

Ms. Chaplin speaks:
Correct.

Vice Chairman Gardner speaks:
And guess when July the 4th falls in 2026?

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Ms. Chaplin speaks:
It's on a Friday, I believe.

Vice Chairman Gardner speaks:
It's on a Saturday.

Ms. Chaplin speaks:
It's on a Saturday.

Vice Chairman Gardner speaks:
I'm looking at the calendar right here, Saturday. So we need to anticipate that now, I guess. Right. So, yeah.

Ms. Chaplin speaks:
Yeah. Thank you for that observation. We are also talking to our State agencies about that to see what we can do. And as Commissioner Tolbert said, that's kind of a sticky wicket with, you know, with a big celebration like that and trying to figure out what we can do and what will be acknowledged, that special anniversary. So we'll be working on that. Both of you are on that committee with me now.

Vice Chairman Gardner speaks:
We can't go to three.

Ms. Chaplin speaks:
No, I know. I get it. That's why I picked two for that. It'll be fun to participate in that. At least with… yeah.

Chairwoman Hales speaks:
I just have one point I wanted to ask about. I know that some time ago, TRPA changed the restriction from event numbers to a more attendee, yes, a more gentle restriction. And I wondered if you would want to comment about what that has meant.

Ms. Chaplin speaks:
Yeah, thank you for that. We were restricted to 130 events per year, and we were restricted from having any events during the summertime, June 15th to September after Labor Day, to less than 2,500 for any event at the event center. Obviously that's not that hard in… and we're also restricted from going head to head with Caesars Republic Outdoor Arena, which makes sense. They seat 8,000 people. Having a big name entertainer in the middle of July and trying to get both of those venues filled is probably a big lift for us. Our economic impact studies wouldn't have supported a venue of that size of 13,000 or so. So we're fine with that. And we work very closely with the Caesars team on what they have booked and what we might be able to book. But with that said, we also wanted to have some flexibility if something did come along and they were not having a big show. So we are now able to do four events in the summertime, 5,000 people. And we are restricted to 250,000 attendees annually as opposed to events. So that allows us to kind of flex a little bit.

In addition to that, we've changed the transportation requirements a little bit. So we are working with TRPA to provide, our new permit requirement provides free transportation over 1,500 people for any event. But we're also working with them to explore whether or not we can partner with the Tahoe Transportation District on Thursday, Friday, and Saturday night, year round transportation that would benefit not only our event attendees, but also our residents and workers in the core area so that they can use that transportation past midnight. Those are the real core ones. Thank you for asking that question,

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it's a big one. And the TRPA staff was really helpful with that. So we appreciated their work on that permit as well and the board.

Chairwoman Hales speaks:
Well, I appreciate the progress that's being made. Thank you for coming here to present and for your efforts.

Mr. Sojka speaks:
Thank you.

Ms. Chaplin speaks:
Thank you very much.

Chairwoman Hales speaks:
All right. Thank you. And if you happen to see Tahoe Tessie, make sure and give a big thank you for showing up today.

RESULT: PRESENTATION HELD.

Chairwoman Hales speaks:
All right. It is 11:20 AM. We will take Item 12 next. And if we have time, we will also take Item 15.1 before we break for lunch.

PUBLIC WORKS

12. For possible action. Discussion regarding the adoption of Resolution 2025R-091, increasing the South Tahoe Refuse Company's trash disposal rates by the interim year rate adjustment of 5.0% for the 2026 calendar year, as allowed under the terms of the franchise agreement. This resolution will also increase the trash rates by the previously approved rate adjustment for implementation of the 3-cart collection service program. The total cumulative rate increase for the 2026 calendar year is 9.69%. Douglas County receives a 3% franchise fee on the revenue collected from Douglas County citizens in the Tahoe Township who voluntarily choose to be served by South Tahoe Refuse. (Philip Ritger, Director Public Works)

Chairwoman Hales read the agenda item into the record.

Phil Ritger, Public Works Director, speaks:
Commissioners, the agenda item you have before you today is the adoption of the rate resolution for South Tower Refuse for this coming calendar year of 2026. Just a little background on this, South Tahoe Refuse, under the terms of the franchise agreement, made an application to the South Lake Tahoe Waste Management, or South Lake Tahoe Basin Waste Management Authority, which is the Joint Powers Authority. Commissioner Rice, who's not here today, sits on that board for you. That application went in in July of this year. At that first meeting of the application, the Joint Powers Authority approved a contract with Crowe LLP to do the calculations and analysis for the rate study. And then they brought that back to the board in October to the JPA Board in October. Just a little, for your information, just so we're clear on this, the Joint Powers Authority Board, which is a three person board, a three member board is unique to most of the boards, and that is that the quorum for that board is all three individuals. It's not a two out of three. There is no quorum unless all three agencies are there. Because each agency, while it is a Joint Powers Authority, it basically means that each agency has to be represented and their voice has to be

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heard. So any one agency of that board can actually vote down. Not only is a quorum three people, a vote has to be unanimous. Any agency can object to any item on those agendas or disapprove of the adoption of anything. So, I mention that only because the recommendation to bring these resolutions to each of the individual agencies was unanimous by that board as it has to be.

This is an interim year rate adjustment. The way the rate setting works for the franchise, it's on a three year cycle. There's a base year adjustment, which goes through a much more in-depth analysis of the financials of South Tower Refuse and their operating expenses and revenues. In the interim years, and there are two interim years, we are now in the second interim year, what is really analyzed at this point is changes in the CPI as well as the other big factor in this is what they call the tipping fees for the landfills, where our trash is hauled off to. And the disposal facilities are Lockwood up in the Reno-Sparks area and then also Carson City. So, when Crowe does their analysis, they look at those applicable factors, weigh those into the calculations, and then come back with the adjustments. The CPI, the factor, which is really the dominant factor in this analysis, it represents almost 94 percent of the rate adjustment this time around. The CPI that is approved for use in this analysis was 5.97 percent which then translated into a five percent increase across the board for the rates. And that's how that rate was established. As I said, the JPA Board met on October 3rd, reviewed this information, reviewed the presentation from Crowe, and made the recommendation that each of the independent agencies or jurisdictions take it back to their boards, in our case here, to your Board for adoption of that rate resolution. And that's what you have before you today. And with that I'll open it up for questions.

Chairwoman Hales speaks:
Looks like no questions.

Commissioner Tarkanian speaks:
Great explanation.

Chairwoman Hales speaks:
Yes. Seeing no questions, I will open this agenda item for public... Oh, you have a question? Commissioner Tolbert, go ahead.

Commissioner Tolbert speaks:
I don't know if you have the answers to this, but the South Tahoe Refuse fees are higher than a lot of the neighboring jurisdictions fees and stuff, looking at a comparison. Is there a specific reason for that, and then now we're going to add more so it's going to make a little bit bigger disparity? So I'm just curious of what the justification is for the rates being a little bit higher than the neighbors.

Mr. Ritger speaks:
When you reference the jurisdictions or neighboring jurisdictions, do you have an example or where you're referencing?

Commissioner Tolbert speaks:
It looks like Carson City, their basic recycling is about $18 a month, whereas they're at $27 now, right? Am I correct in that assumption? And then up in Reno, it looks like it's somewhere around $25 for the larger sizes which is $52, so almost double. I'm just concerned why the rates are so much higher here from what I can find in the regional comparisons, unless I have bad information, which is possible.

Mr. Ritger speaks:
We do have representatives from South Tahoe Refuge here and I could open it to if you'd like to have them speak to this. Otherwise, what I would be referencing is in both the cases, Carson City in particular, Carson City operates their own landfill. I mean, they've contracted with Waste Management, but they

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control the contract for their landfill there. We don't have that luxury in Douglas County. And so they've artificially set the rates for their residents based on they control their landfill. We are subject to tipping fees as to what they charge the outside entities to bring waste into their landfill sites. The Lockwood site is more cost effective and it's traditionally where a majority of the waste collected goes. There is some waste that does go to Carson but it's really more of an overflow site for us because of the cost disparity there. I think the other element involved in this, from an operational standpoint, is the mountain community. You're dealing with trash collection during heavy snow periods, I mean, it's a much more difficult area to collect and operate the equipment year round. So, I think just that operating cost is more expensive in a mountain community then would be in the Valleys. And then separate from that is trash collection in Carson City and trash collection in the Reno Sparks area is mandatory. So you start a route, you're collecting from 100 percent of the residents along that route. Within Douglas County, it is voluntary. So, they're obligated to pick up from whoever wants to subscribe but that does not necessarily mean that their route is very efficient.

Commissioner Tolbert speaks:
Okay. Thank you. That answers my question very well. Thank you.

Chairwoman Hales speaks:
All right. Is there any Public Comment on this agenda item? Yes. Come on up. Welcome, Ms. Miller.

PUBLIC COMMENT

Erinn Miller speaks:
Thank you for having me here. I'm a resident of Tahoe Township. In regards to some of the comments that were made during the presentation, one interesting aspect was that it's voluntarily, choose to be serviced by South Tahoe Refuse. I've lived up here for ten years, I've never had another option for refuse. So I'd like to know how that's a voluntary option. One thing also that I want to talk on was the equipment operations. I noticed during the summer we'll have the big trash bins that will come and pick up all of our trash. And in the winter, we have the smaller receptacles that come and empty our trash bins. So even though we are in a mountain community, South Tahoe Refuse changes to make sure that they can navigate our roads after they've been plowed. But one interesting aspect also is that we were forced to have new bins. We had one for regular trash, we had one for yard waste, and we had one for recycling. So that was a very interesting thing when most of us up here have bear boxes. So now we have to put our trash instead of bear boxes, we are now putting our trash in these recycle bins and different bins that the bears then can get into because these are not secured bins. So, I don't know how much money South Tahoe Refuse put in to circulate all three of these bins to all of their customers that are now required to use them. Thank you.

Chairwoman Hales speaks:
Thank you. Mr. Ritger, would you mind? Well, first, is there any other Public Comment? Seeing none, I will close Public Comment. Would you mind addressing the voluntary aspect of this?

Mr. Ritger speaks:
Yes. So, when we say that trash collection is voluntary in Douglas County, that was by a vote of the people, circa 1995, I think '94 or '95. In most communities, trash collection, sanitary trash collection is mandatory in the sense of, not that you have an option as to who collects it. That's not the definition of mandatory. It is that if you reside in your home, or your address, it's basically a built-in utility bill that's going to be paid. The trash collection comes to your property, it collects your trash, it hauls it off. You don't have the option to self-haul, essentially. In Douglas County, the vote back in the 90s, they voted to not make trash collection mandatory and people could self-haul. We have the Transfer Station down in Douglas County which is where people who do not request Douglas Disposal to come out and pick up a

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trash can from their property, they can collect their trash themselves and then self-haul it to the Transfer Station. But you still have to be able to get rid of the trash from your property somehow. But it's not that you have the option to contract. There still is a franchise, just like there's a franchise for gas and electricity. You don't get to go and pick a new provider. You know, cable is a little different because there are multiple providers, even though they claim they have some franchises, but this is how these franchises work.

Chairwoman Hales speaks:
So, I will say that voluntary is a little bit of a euphemism, because unless you're willing to deal with your trash yourself, that is your only choice. And me personally, that's not a choice because I would not deal with my trash myself. So, your point is well taken in other words. Yes, Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I know it's voluntary on the Valley floor. Is it voluntary here in the Tahoe Township as well? Because I wasn't aware of that.

Mr. Ritger speaks:
Yeah. Well, there is no distinction when the vote went to the public as to whether that ordinance was for the East Fork Township or the Tahoe Township, it was Douglas County. So, when it went to the vote of the people and the people approved it, it transcends whether you're in the mountain or whether you're in the Valley. So yeah, it's applied universally across all of Douglas County. The only place it's not, where there's no option to self-haul is for commercial properties. Commercial businesses and things, trash collection is required. And in the VHR ordinance, just to clarify as well, VHRs get treated like a business and our trash collection is mandatory there.

Vice Chairman Gardner speaks:
Yes. And that leads into my next question in regards to bear boxes. So, we have a tremendous issue up here. The local residents understand not to put trash into receptacles that are accessible to the bears, but our visitors are not and that's why we impose that aspect on VHRs. But how does a resident go about, do they physically have to put their trash in a bear box and then move it from the bear box to another receptacle for the disposal company to pick it up? Or does the disposal company pick up the bear box and… I see heads shaking yes, the residents here. They're answering the question for me. So, thank you. You don't need to answer.

Mr. Ritger speaks;
Okay. Because otherwise, I was going to say I can have a representative.

Vice Chairman Gardner speaks:
Oh, I see residents up here shaking their heads yes. So I will take it on their word that that's the case. Okay, thank you.

Chairwoman Hales speaks:
I believe we're ready for a motion. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Okay. I just wanted to pull up the recommended motion here. I move the adoption of Resolution 2025R-091, increasing the South Tahoe Refuge Company's rates by a cumulative 9.69 percent for the '26 calendar year as presented.

Commissioner Tarkanian speaks:
Second.

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Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tarkanian. All in favor? Any opposed? Carries unanimously. Thank you, Mr. Ritger. And thank you.

MOTION TO: Adopt Resolution 2025R-091 increasing the South Tahoe Refuse Company's rates by a cumulative 9.69% for the 2026 calendar year as presented; carried.

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

Chairwoman Hales speaks:
I believe we can do the next, can we do 15.1? Yes, we can do 15.1 before lunch.

Administrative Agenda Item 15.1 was heard after Administrative Agenda Item 12.

Administrative Agenda Item 13 was heard after the lunch break.

COUNTY MANAGER

13. For possible action. Discussion regarding Douglas County's stormwater program including: existing stormwater infrastructure, the stormwater program's current annual funding, current and future stormwater program priorities, and future funding options for the construction and maintenance of stormwater infrastructure and the acquisition and management of critical lands. (Courtney Walker, Stormwater Program Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, for that introduction. Members of the Commission, we appreciate this opportunity to again speak to you about this very important matter for our community. Stormwater impacts everyone in Douglas County and it's not just in the Valley. It is absolutely an issue for Lake Tahoe and so this is an opportunity for us. The County Commission has had the benefit of sitting through this a couple of times now, I thank you. We are going to talk about this for as long as it takes to get something done. But you sat through the full context of this presentation, two hours. Today, we're going to zoom in on Lake Tahoe and how this impacts our Lake residents and why they should care, why this matters to them. But our thoughts are not lost on the reality of the recent events in the Valley and we do acknowledge those residents who are here in the audience today that were impacted by the flooding in Ruhenstroth.

Anyone who has lived in Douglas County for any amount of time knows that Douglas County is either on fire or underwater every other year, some part of our county is dealing with a disaster. But at the Lake, certainly, stormwater has a huge impact on the environment, lake clarity. And so, today our opportunity is to really speak to those issues. The opening video that is playing on a loop today is of a February 2017 flooding event, which was a rain on snow event in the Valley. And this is related to the Lake because any conversation about stormwater, of course, is a conversation about our assets and our infrastructure and the capital projects that we want to put in place. But for Douglas County to truly have a functional stormwater program, we really are looking at opportunities to partner with our ag community on open space conservation easements. And up at the Lake, open space conservation also plays an important role for stormwater, and we'll cover that a little bit in our presentation today. So as I mentioned, we're going

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to zoom in. Here's the agenda. I won't bore you with that because we've got lots of stuff to talk about. We do have three watersheds total that impact Douglas County. And today we're zooming in on the Truckee River watershed. And with that, I'm going to turn the mic over to Courtney Walker.

Courtney Walker, Stormwater Program Manager, speaks:
Thanks, Jenifer. I see I have lots of friendly faces in here today. I used to work in Lake Tahoe doing a lot of different things. I'm grateful to be with Douglas County now, where I get to work in the Valley and the Lake. But I'm very familiar with the issues that are going on up here and so several of you I've worked with for a long time now. I'm going to zoom in and give a little bit of background on why this is important and why we're required to do it. And I see Jason Kuchnicki in the audience. That's Nevada Division of Environmental Protection. We have the interlocal agreement with them to implement the Total Maximum Daily Load, and I'll go through what that looks like. So a quick overview of the water quality program here at the Lake. It is called, the TMDL is the acronym, just in case you don't have enough of those in your life. There's three different pollutants that we're looking to reduce the amount flowing into the lake. Fine sediment particles are the main culprit for the declining clarity, but we're also looking at nitrogen and phosphorus. Douglas County has a load reduction estimate that we're working with. Every jurisdiction around the lake has to participate in this program. And it's all seven, and we work together very well. It's Douglas County, Washoe County, NDOT, Caltrans, Placer County, El Dorado County, City of South Lake Tahoe. Did I get them all? Yeah, cool.

We know that Lake Tahoe is known for its clarity. Keep Tahoe Blue is a thing. It brings a lot of visitors to the area. It's good for the local economy and so it's really a true testament of how we tie the environment to the economy here at the Lake. There's a bunch of different designations for Tahoe too; Outstanding National Water Resource. It's recognized nationwide and so it's a big deal that we continue our efforts up here. For those of you that may not know, they have been measuring the depth that you can see the clarity down. They basically have a white dinner plate that they lower into the lake. And when they would do that back in the 60s, you could see a lot farther down than you can today. And so we've been working pretty steadily for the last couple of decades trying to address the issue. And I'll get into the details of how you're able to limit the load that's going into the lake each day.

So for our TMDL requirements, it is a regulatory requirement, and there's certain milestones that we have to reach every year and particularly every five years. There's three different ways that you can achieve those credits. And one way is through water quality improvement projects. I'll go through kind of what those are, but those are kind of your large scale projects, detention basins, wet basins, all kinds of different assets that we have up here. These projects can be pretty expensive. I know I've been talking a lot about flood projects in the Valley. The water quality improvement projects up here at the Lake are on the same scale as those flood control projects, they are just meeting a different objective. Parcel best management practices is the second way to achieve this. Every private parcel in the Tahoe Basin has to do their best management practices. Another acronym for you is BMPs. And there's a number of ways to do that on private properties. It's basically stabilizing soil using rock or vegetation and infiltrating the 20 year one hour storm on-site. So, every homeowner has to do it in the basin. All the commercial properties, all the multi-family residences have to do it. And so, the County can take advantage of registering certain areas to claim credit for those private actions that are done on private property. The parcel BMPs are regulated by the Tahoe Regional Planning Agency and Shay and I have worked together for a long time on that initiative.

The third way that we can achieve credits is through road operations and that's basically sanding. When the roads get sanded or salted prior to a storm event for public safety reasons, how quickly are you able to get back out there to pick them up? If you leave them on the roads and people just tend to drive over them over and over and over again, it grinds them up, turns them into fines, and then it goes into the lake. And so, we're trying to balance the public safety aspect with the water quality aspect and being really

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thoughtful about where you put your road abrasives down. Maybe in steeper areas you might put down more, in flatter areas you might put down less. The road operations is a little bit of a challenge for Douglas County. We don't maintain a lot of roads here at the Lake. There are several general improvement districts that are in charge of road maintenance at the Lake, and so it requires us to partner with them so that we can help show that their actions are meeting the requirements that we need.

Here's a couple examples of some of our projects. We have a Cave Rock Water Quality Improvement Project that's good for seven credits. This is within the Cave Rock General Improvement District. It's a very steep neighborhood and so they couldn't do their individual lot BMPs, so they were able to get together and do this basin where it achieves their parcel BMP goals through a water quality improvement project.

There's a couple of basins at the end of Kahle Drive. If you've driven down there recently, there's two wet basins. And what's interesting about one of them is it's hard to separate out who's water goes into what and so the water, it's taking water from NDOT, it's taking water from the Kahle Community Center, it's taking water from the Oliver Park neighborhood. All these different uses and so sometimes we have to partner with other agencies and split the credits or split the construction costs of the basins. We have a Burke Creek Water Quality Improvement Project. It was a stream restoration where we disconnected the stream from the stormwater. So, that resulted in some credits. And then there's the other basin, the wet basin at the end of Kahle. There's one on either side of the road. The Stateline Stormwater Association, all of the casinos, they have a shared stormwater treatment system. They've been maintaining their system very well for a while now. And we're claiming credits for the casino area as well. You can imagine that's probably kind of a lot. It's a lot of impervious surface and so the buildings are very big and the parking lots are also very big. And in order to keep things like this going and keep these certifications current, it requires a partnership between Douglas County and the Tahoe Regional Planning Agency to make sure that these parcel BMPs are relevant and maintained and updated periodically in order to claim the credits for that.

The picture over here on the right is just armoring a drip line in Lake Village. And so that's another registration area that we have. There are several multi-family and single-family homes in that neighborhood. We do have the Kingsbury General Improvement District Road Operations registration. And this one goes well until it doesn't. It really depends on who the players are that are running the different general improvement districts and if they're willing to work with you to perform these actions. The County doesn't have any regulatory authority over a general improvement district to have them do things. We're in a pretty good spot with this GID now so we're able to do that. Sometimes we can't get to doing all the assessments that we must do on our roads if we have a really extraordinary winter. You can't do the assessments when the road is wet. So, if there's a lot of snow, it could be challenging to do that each year.

Then we have another project in Lakeridge. I know I'm going kind of into the weeds, but the reason all of these projects matter is there are certain credit targets that we have to meet each year. And so my point of this slide is number one, we're achieving what we're supposed to achieve right now. But if you look at each year the commitment is increasing. And so, we're going to have to build more infrastructure and show that we're maintaining more infrastructure, and that's going to continue to increase as time goes on. So, we'll have to continue doing what we do now but we'll also have to do more into the future. We have a lot of drainage infrastructure up here too that's conveying the water to these water quality improvement projects. We have all of those inventoried, just like we do throughout the rest of the county in terms of all the culverts and drop inlets and basins and all of that. And we also have their maintenance score and are they functioning or not? So, we know we can say with certainty what the shape our infrastructure is in.

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A little bit about the critical land inventory, we do have some conservation easements up here at the Lake. Believe it or not we have some agricultural conservation easements, 0.72 acres. But we have about 933 acres protected in one way or another from development and that's not including Forest Service land. And then 108 of those acres are in the floodplain. There is floodplain up here at the Lake. The lake itself is actually in the floodplain, of course.

I do want to address a little bit of the flooding stuff that we are dealing with because it does impact things up here. We did see some issues in 2023 with a sewer lift station that was close to the lake. We have a lot of documents or documented history on a lot of the flooding events, most of them are in the Carson Valley. That's where most of the people lived in and around the river. And so there's a lot of documentation on river floods. As we move closer into the last couple of decades we see some other alluvial fan flash flooding in the Valley areas. And we saw some of that recently. I don't know why it's not on my timeline because it's been on other ones. But we just had one recently in September of 2025. The events in blue are our river floods. The ones in tan are alluvial fan flooding events. The things that are in red are times when the County has tried to establish a funding source to deal with stormwater management for water quality and flooding but hasn't been able to get that over the finish line.

We have been, I noted on here the TMDL Program launched around 2014, I'm going to say, is when we started implementing things. And then in 2018, we created a maintenance division which is helpful because our maintenance staff is able to maintain these assets at the Lake which is a requirement. And then we also have adopted a Stormwater Master Plan about a year and a half ago. This is an overview of some open space and critical lands. I'm not going to go into too many details on this but we have been able to achieve it without funding it from our own pockets. That probably won't be the case going forward but we have been able to preserve quite a bit of land and even some up here at Lake Tahoe.

I'm just going to go through a few program accomplishments. In 2018, the County Commissioners at the time did designate $1 million a year to fund the stormwater maintenance division. And since then, we've been doing a lot of area drainage master planning. We've purchased equipment to perform the maintenance on a lot of this drainage infrastructure. We've constructed some basins in the Johnson Lane area. We've acquired some parcels in Fish Springs and we have adopted the Stormwater Master Plan, which has several capital improvement projects included in it. The plan itself was adopted in March of 2024 by this Board. It has maintenance protocols, all of our stakeholders that we coordinate, our regulatory obligations. It's got our capital improvement projects prioritized in there. Those are very much a fluid list as priorities change but it will be updated to include some additional critical land information in the future.

So, real quick about our drainage infrastructure, we have different categories that when we're collecting the state of culverts or other assets that are under our maintenance purview, if it's in serious condition, we need our Vactor truck and our excavator because it's nearly clogged. We don't have hardly any of those, just so you know. We used to. There's fair condition, which means we can just do it with one piece of equipment, our Vactor truck. Satisfactory means you can probably do it with a shovel, there's tumbleweeds or something that you can do by hand. And then good is no maintenance is needed and the asset is functioning clean and properly. So when we first stood up the maintenance division, we started collecting all these assets into a GIS program. And at the time that the assets were collected, less than 50 percent were considered to be in good functioning condition. And as of a month ago, over 95 percent are in good condition. So our maintenance efforts have been working and we want to make sure that we continue to do that and I'll talk about why that's at risk, or I'll have Jenifer talk about it when we go into the funding piece.

A few more maintenance accomplishments; the guys have been working, there's a staff of four field guys. They've removed enough sediment throughout the county from all these assets to fill the Community

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Center down in the Valley, two thirds full. So that's a lot of dirt removed. They've placed a lot of rock for erosion control as well. It could cover three football fields, so they've done a ton of work. We've made a lot of progress and I know we want to keep going with that. We do have storm drains that are in the ground that are aging with no plan for replacement which can be problematic. We just had one recently on Waterloo in the Valley and we didn't know until some flooding was occurring. And then we figured out that our storm drain was broken. We don't have any funds to fix it, so we have to dip into some emergency funds to do that. And it would be good to be proactive and know where our problems are and be able to address them before they're failing. This is just an example of when it was failing, it was flooding The Food Closet parking lot, which luckily on Thursdays on the day that it was flooding they're not open to the public, but that building gets a lot of traffic, so it's not good to have water backed up there.

Here is a list of all of our capital projects. And we do have a couple up here at the Lake. We work with the Nevada Tahoe Conservation District and the Tahoe Regional Planning Agency to implement these projects. It's tough because we don't have a funding source to do it so we partner, we get grants, we try to figure out how we can match water quality mitigation funds and some staff time for maintenance of some of these assets. But we recently just finished the Marla Bay, Zephyr Heights water quality project. That one was a partnership with NDOT. NDOT has construction funds but they don't have the ability to maintain basins like this. We don't have construction funds as of now but we have the ability to maintain these basins. So, we have to get really creative in terms of meeting our requirements here at the Lake, and we're just wrapping up the lower Kingsbury Grade area-wide stormwater treatment project. Shay Navarro took the lead on that one. That one's going to be a great project but it's a good public/private partnership. And all of these will result in credits for our TMDL program.

Ms. Davidson speaks:
Before you move away from that.

Ms. Walker speaks:
Oh, I thought you were like, get out of there.

Ms. Davidson speaks:
No, no. I just wanted to, before we stepped away from reference to projects at the Lake, there are projects that the County is looking to accomplish at the Lake. But I will tell you, every development project at the Lake is an opportunity to address issues with drainage, stormwater, environmental quality issues. The County partners well with agencies like TRPA to look at as these projects are coming forward whether or not mitigation funding can be identified for stormwater and environmental impacts. We want to do more of this work and identify County matching funds to leverage our funding more effectively, private/public partnerships, so to speak. And certainly as part of the Stormwater Master Plan, I don't know if you ended up removing the slide, I'm taking a step backwards for a moment. We have other areas of the county that we need to study. Other areas, drainage plan areas that we want to study. And there are areas in particular at the Lake that I think that would make sense for us to look at and to really understand more of these studies that we can do, and if you haven't seen the modeling out of these studies for the projects, I think we have seven or eight that have been completed so far. I'd encourage you to go online to the County's website. These models are incredibly accurate and they allow us to really drill down to what capital improvement projects are going to be most effective for each of these unique areas. And so as we're identifying these projects up at the Lake, that opens up opportunities for us to have additional conversations with TRPA and other Lake agencies here to, again, put County funding to maximum effect. Certainly every road project that the County does, there's issues with drainage that we need to address that then enhances stormwater etcetera. And I do just want to take a moment to acknowledge the work that's underway currently with the Kahle Complete Streets Project. We have a leader in the audience who is spearheading that, we thank her for her efforts. Thank you, Meghan. The County did come up with a

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portion of that funding. But really, there are more opportunities for us to partner together in the future. And so much good can be done at the Lake. So, anyway, there you go. Thanks.

Ms. Walker speaks:
Thanks. We do have a Lands Bill that's been in Congress for a long time. That would transfer federal lands to Douglas County for recreation, for water quality, for flood control, etcetera. And we're continuing to meet with our elected representatives from Congress and the Senate or the House and the Senate to try to get these things going through. It's been in the works for like close to two decades, so we're hoping that maybe we can bring that over the finish line as well. And there are a few parcels definitely identified up here in the Tahoe Basin. Now we'll move to the F word.

Ms. Davidson speaks:
It's funding. Yes. Funding, F word, as in my favorite word. Thanks, Courtney. So, here's the thing about this issue for Douglas County, $1 million that we're currently allocating for Stormwater is not nearly enough and it's certainly not fiscally sustainable for us to achieve all of our objectives. We are not setting aside, right now we're funding ongoing maintenance operations, day to day operations. And Courtney did highlight the wonderful work of our Stormwater crew and I commend them for their efforts but there is so much more work to be done on multiple fronts. Right now, we are currently not setting aside sufficient funding for the eventual repair and replacement of all of the assets that we have identified. Courtney just talked about the ones at the Lake. We have a couple thousand more in the Valley and we are currently not setting aside funding for that. In addition, we have specialized equipment that we use to do this work out in the field and we are not setting aside funding to eventually replace that equipment. And then finally, Courtney mentioned, we have a list here of projects that we have identified for priorities. That was just a snapshot of the top ranked projects currently. Overall, in the Stormwater Master Plan, we have identified over $140 million worth of projects that we hope to accomplish countywide and we are currently not setting aside any funding to even begin to chip away at that list.

So how might we accomplish that and how much money do we need? Let's talk about that. Well, first of all, we've looked at grants. So let's talk about federal funding for just a moment. I think anyone who's been paying attention to what's been going on in Washington, government is in a cycle of reinvention at the moment and reinvention can bring about positive things. But for local government, that means a little bit of an uncertainty in terms of what we can rely on for funding in the future. Our grant applications have been highly competitive and we have been successful in obtaining some grant funding to do some of the work. But relying on grant funding as a sole source of revenue to achieve our capital improvement projects is just not realistic. And what we're hearing from Washington at the moment is that there is a desire by the federal government to empower local government to do more. And we don't know if that empowerment comes with funding and it might not. And so local government needs to do a better job of addressing this on our own, we can't rely on others. These are examples of some active grant applications that we currently have with a matching amount that we have not identified a funding source for. So we have over $12 million in grant applications out currently with about a $2 million match that we have not identified funding for if we were awarded these grants and we talked about capital projects.

Okay. So let's chat about the Stormwater fund as it exists today. As Courtney mentioned, we transfer out about $1 million annually to the Stormwater fund. When this was first created back in 2019, the operating costs were not up to the million dollar mark because the program had not fully ramped up. We needed to purchase the equipment, hire the team members, and so it took about three years to fully stand up the program, and we were able to build up a reserve during that time period. But since then, we are now deficit spending to cover the ongoing operating costs of this program. And that's what I mean when I say it's not fiscally sustainable. Eventually, probably two years from now, we will have depleted that reserve entirely, which means, realistically, that we are going to look at when you look at inclining costs projected over five years, by the end of year five we'll be at $1.5 million in operating costs for this program the

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way it is configured today and what that means without additional funding, we're going to have to cut services. And I'm sorry, but that's a step backwards. Creating the stormwater program took great courage and leadership by the previous County Commission, we need this leadership to continue and to move forward.

So what does that look like? How much funding do we need? This is staff's projection of a fully operated, fully loaded budget for a fully functional, I'm going to say fully five times in this presentation, stormwater program. That includes funding for the operating budget. Additionally, setting aside funds annually for the replacement of machinery and equipment. Setting aside funding for major repair and replacement of the infrastructure we have in place today. And then identifying debt service payment. So, we believe with this money, we can finance about $14 million worth of capital improvements, maybe more depending on the mechanism we fund this program with. One of the recommendations is to create a stormwater utility. If we were to create a stormwater utility, one of the benefits of doing that is we would qualify for State revolving loan funds, which is very low interest rate financing for capital projects. So, we estimate that we could probably finance for about $14 million worth of improvements and pay that back over ten years, which would allow us to accomplish the first top three ranked projects on our Stormwater Master Plan. And then also, finally, the last component of this budget is $1 million annual allocation for us to look at open space conservation easement acquisitions. We have identified, as we mentioned, critical land both in the Valley and at the Lake that's in the floodplain that serves our best interest to ensure that it's not going to be developed in the future, that it will be maintained and the water will be allowed to continue to flow where it flows naturally. And so there are opportunities for us to, we do not currently have a funding source for this purpose. So, as part of this program, we could start that process, which is a pretty exciting endeavor and accomplishes yet another strategic objective in our Strategic Plan. Oh, I guess I should tell you what's a grand total of that. So we estimate that the operational needs, the fully loaded budget for this program should be between $4 and $5 million annually, and we're funding it at the $1 million level today.

So, how do we get there if we need between $4 and $5 million? How do we fund that? Well, the County has done a lot of research into this particular topic. The most recent research was completed as part of our Stormwater Master Plan. But previously, when Courtney was talking about the timeline of all the other periods when the County has looked at this issue, discussed it, identified it was a critical need for the county, it was studied then, and the recommendations haven't changed. The stormwater task force, the County Boards at the time concluded each time we've discussed this matter that a stormwater utility is the best way to go. And so it should come as no surprise that after I go through these options, my recommendation today is the creation of a stormwater utility. And we will be bringing this back for Board direction and discussion at future Board meetings. But let me tell you how I got there. We'll start with the actual utility.

Right now, nationwide, there's about 2,100 utilities in place in 42 states. The national monthly average for payment is about $6 a month, with the highest stormwater utility payments at $45 a month. Our closest neighbor who has set up a stormwater utility is Carson City. And here's a peek at Carson City's rates just for context. Our program rates are going to be designed to the unique circumstances of our community and there's a lot of calculations that go into that; rate making is a science. But to just give you an idea, Carson City set theirs up based on square footage of homes with the smallest homes paying about $8 a month and the largest homes paying about $16 a month for the residential rate, compared to the national average of $6 a month. So, based on the numbers, the preliminary numbers that we've looked at for Douglas County, we think $6 a month on average gets us to where we're going, gets us to the $4.1 million goal that we're looking to achieve for a fully funded program. $6 a month, that's a cup of coffee, and I would hope that residents can understand the importance of this program and truly why this is needed.

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What other options did we consider? Well, we looked at sales tax. A quarter cent sales tax increase can be adopted through either a vote of the people or a supermajority vote of the County Commission. A number of jurisdictions, municipalities across the state do have higher sales taxes in place, and they specifically passed a quarter cent sales tax for the purpose of either roads, infrastructure, or stormwater. That funding is specifically set aside and can be used for that purpose, so we could do the same here in Douglas County. This is a look at the sales tax rates across the state. Clark County, Carson City, Washoe all have similar taxes in place dedicated for these particular purposes. Why wouldn't we consider sales tax in Douglas County? We might. Here's the list of everyone in all the different sales tax options that they've passed. We might consider it here. Maybe it's a combination of a utility and a sales tax, but I'll tell you right now, the sales tax doesn't get us to where we're going. A quarter cent sales tax increase in Douglas County would generate about $2.9 million, which isn't sufficient to fund this program. And when we've done the research as to what other jurisdictions across the nation have done in terms of did they look at sales tax, did they look at a utility, etcetera? Most of the organizations that passed a sales tax to fund Stormwater, then subsequently, at some point in time realized that the rate of increase on sales tax was not keeping up with cost increases for the program. And so they ended up going back to their residents and saying, we need a utility. They ended up double dipping and we don't want to do that. We want to get it right the first time. We want to design a rate that covers our costs and not have to both charge a tax and charge a fee. We don't think that makes sense. So as I mentioned, the $2.9 is not going to cover it so we're not recommending a quarter cent sales tax as staff, but we'll see what the County Commission ends up saying about this issue.

And then finally, we also looked at creating individual stormwater districts and I'm going to let Courtney explain why that's not really going to work. Do you mind?

Ms. Walker speaks:
No, I don't. My example is for the Carson Valley because it's pretty straightforward. All of the different watersheds that flow, particularly from the Pinenut mountains, they all end up intercepting irrigation ditches that have been there for over 100 years and directing all of the runoff to the North, which was really interesting to see in real time in 2023 when all of those drainages were flowing at flood stage at the same time. And so it's hard to draw the boundary that's defendable. A lot of people say, I want to just pay for the project that's in my area, but it's nearly impossible to create that actual boundary because the effects are wider spread than one particular neighborhood.

Ms. Davidson speaks:
I think that's also relevant to the Lake, as you've looked at individual GIDs that have been created all over the county. If we create districts similar to what has been done with GIDs, there are some GIDs that are doing very well because they have larger populations, they have higher property values within the GID and some that are struggling financially, they're not fiscally sustainable. So in order to cobble together sufficient funding in some of these smaller community areas, we do not believe that if we broke it up into districts that there would be sufficient funding generated in some of the smaller areas with valuations at the lower end, whereas other areas would probably be doing very well, if that makes sense.

Okay. So, there's pros and cons to all of the options that we brought, that we will be bringing to the County Commission. But truly, staff's recommendation will be the utility fee. And so we do appreciate the opportunity to present on this matter, and we hope we have convinced those in the audience today that stormwater is absolutely a critical issue that impacts everyone, be it Valley or Lake residents. And we have good cause for asking for what we're asking. We need funding. It is not currently funded at a sustainable level. And we need to stop kicking this can down the road, so to speak. With that, Madam Chair, I think we're done. Did you have anything else, Courtney, that you wanted to add? We're happy to answer any questions the Commission may have or whatever your pleasure.

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To review Ms. Davidson and Ms. Walker's full presentation please see the Agenda Packet material.

Chairwoman Hales speaks:
Thank you. Since we've been through this before, let's jump straight to Public Comment, and then we'll end up with any last Board comments or questions after that point. But before we go to Public Comment, is this presentation available on our website or a similar one?

Ms. Davidson speaks:
Yes, ma'am. It is available on the website and we encourage residents to go check that out. As well, we also have a sign-up sheet in this room if anyone wants to add their name and email to our list for updates, we would be happy to provide you updates when we're going to be discussing this in the future and when the County Commission will be potentially taking action on this issue.

Chairwoman Hales speaks:
Thank you. All right. So we will invite anyone to come sign up. And also we invite Public Comment and you can sit in either of these chairs and use the microphone and share your name before you give your Public Comment. Welcome, sir.

PUBLIC COMMENT

John Hester, Tahoe Regional Planning Agency, Chief Operating Officer, speaks:
Thank you, Madam Chair, Members of the Board. I'm from TRPA, Tahoe Regional Planning Agency, and with me is Shay Navarro, who's our Watershed and Water Quality Program Manager. We have some short comments. I am the Chief Operating Officer at TRPA, and I want to tell you about a job I formerly had because I think it's relevant to some of the comments I want to make. A long time ago, in the 1990s, I was Water Resource Director for Washoe County, where we had a utility division with about 12,000 employees. And I want to give you two recommendations, one based on that and one based on TRPA. From the utility division experience we had in Washoe County, we had a lot of small subdivision created districts, if you will, that had water, wastewater, and stormwater systems. And one of the jobs that I had to do and people who worked before me and after me on that was to try to consolidate those. So I would recommend from my experience, and I think others who've done similar things would say, do not create a bunch of small districts that then you'll have to figure out how to consolidate because there are scale economies, a lot of good organizational reasons to have a countywide system. So from that perspective, I would offer that recommendation to you all. Second comment I want to make is from the TRPA's perspective, as your staff presented, our interest is in clarity and maintaining that threshold of how clear the water is. We have historically tried to manage erosion through the best management practices or BMPs as you heard, because a lot of our development here was built before stormwater infrastructure standards and good water quality standards were in place. We have a lot of older development. We don't have as much new development because TRPA, one of the things they've done is limit development. We see stormwater systems as an approach that is suited for area wide infrastructure that we wouldn't get parcel by parcel and it allows for you all to do a much better job of maintenance. Us, we have to go around now and try to make sure every single parcel where there's not an area wide or multi parcel system, maintains their BMPs and that's very difficult. So we recommend the utility approach and thank you for the opportunity. We both are here to answer any questions.

Chairwoman Hales speaks:
Thank you for sharing those points. All right. We appreciate you taking time to come down. Ms. Waller.

Ellie Waller speaks:
Good afternoon. I want to thank Courtney and her team for the completion of a project in Alpine View Estates where I live in North County. I'm wondering, and I can contact Courtney offline, but if there'll be

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any future updates to the drainage plans that were done in 2019 just so we can further implement placement of culverts in my neighborhood. I also want to know why a meeting wasn't held for North County residents. That area is opposite from Topaz Ranch at the other end of the county. We have new housing tracks, Indian Hills, Clear Creek, etcetera in that area. I come to all the meetings that are relevant to me, so it would be nice in my local community. I do have a process question. A stakeholder group has been mentioned a couple of times at a few meetings that I've attended that has been in place for a while. And I was wondering who might be on that stakeholder group? When it was convened? How often did they meet? Were any recommendations brought forward, provided to Courtney? Back to the best management practices mentioned by TRPA and how it's hard to enforce them at the local level. I lived in Tahoe for 19 years, did mine diligently and even cleaned them out. Once they're done, it doesn't mean they're still going to be functional. There's an example of a previous owner of the Lakeside Casino, never completed BMPs, and is possibly one of the reasons why it shuttered its doors. Sometimes they are cost prohibitive. It would be nice to have a list of examples of functioning area wide BMPs so people understand how those work and where they might be located. Also, is there room for expansion of the Stateline Association and the Kingsbury GID for future projects? Those are kinds of things that maybe the County needs to be made aware of with future projects coming online if those systems can handle additional capacities. Want to thank Meghan, who was here for the Kahle project that is ongoing. I'm hoping everybody is looking at that. Lastly, how do stormwater projects protect open space? Is there an open space entire map so the public knows or is made aware of how far and wide these projects intend to be placed? Again, I'm concerned up here in Tahoe about BMPs. It used to be a requirement for residential use allocations. And again, back to the full circle of area wide. Thank you.

Chairwoman Hales speaks:
Thank you. Is there any other Public Comment? Yes. Welcome.

Meghan Kelly, Nevada Tahoe Conservation District, Senior Project Engineer/District Manager, speaks:
Hi everyone. I work for the Nevada Tahoe Conservation District. I just want to say, ever since Courtney has been put in the Stormwater Program Manager role, it's been really great and efficient working with her team, especially once she was able to get a dedicated Stormwater crew. That crew enables us if, you know, there's something that we see before some of these 20 year old projects, we had to wait till they aged out 20 years to fix something in them if it wasn't working correctly, like we missed something during the design, because funding wouldn't be available for 20 years. And that's just the nature of grant funding. You can't redo something that you already funded until 20 years later. But now having this Stormwater crew, we can do things like adaptive management and maintenance on things like the Kahle basin to make them work more efficiently. And so it's been really great, and it's just been kind of like a low cost way to make sure things are working really efficiently. And I also want to say I support in general the idea of a stormwater utility, because in 2008, the Conservation District did a study on, we called it a stormwater sisterhood at the time for Lake Tahoe, seeing that the TMDL was coming up and how could Washoe County and Douglas County fund stormwater improvements. And that was a similar time as it is to now that there was a fear of federal funding not being as readily available. And then my only question is, if anyone can answer, how will the funds be allocated so that there's funds used both up at the Lake and in the Valley? Is that just going to be through the stormwater plan that is going to be rewritten every few years, or can you guys answer that question? I don't know if you can take questions.

Chairwoman Hales speaks:
Let's finish Public Comment and then we'll...

Ms. Kelly speaks:
Okay, that is my only question. So how will the funds be allocated and what kind of process will be used for that? Because I know that has been concerns from Lake residents before, that money generated from the Lake is effectively used at the Lake. So, thanks for letting me speak and the great presentation.

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Chairwoman Hales speaks:
Yeah. Thank you, Ms. Kelly. Mr. Aynesworth, welcome.

Dan Aynesworth speaks:
Thank you. Good to be here. I'd really like to commend Jenifer and Courtney and her team for putting together a very, very comprehensive package. I'm 100 percent, 110 percent behind it, utility fee funding process wise. I think that's a very fair way to go. I know there'll be a lot of detailed homework downstream here. Maybe ag exemptions, which I think is a good thought for the people that are actually collecting the stormwater for us, so to speak. So, from that perspective I'm all ready to support it all the way through the process here. And just to my friend Ellie Waller, I beat you to the punch because I contacted Jenifer a week or ten days ago and asked her if she would please do a presentation in the West Valley North Valley area, because it did seem like we were left out a little bit from a Carson Valley standpoint. She graciously said yes. So I think it's going to be at the Genoa Town Board meeting in November. Is that correct, Jenifer? Which is the first Wednesday of the month at 4:30 in the Genoa Town Hall. So, if you're in the West Valley general area, you can come hear the Carson Valley presentation for sure. Thank you very much.

Chairwoman Hales speaks:
Thank you. Is there any other Public Comment? Ms. Hempler.

Mickie Hempler speaks:
Thank you. Good afternoon. I think that we've kicked the can for far too long…

Vice Chairman Gardner speaks:
Can you state your name?

Ms. Hempler speaks:
Can I state my name? Oh, I didn't do that? Mickie Hempler. I knew who I was. We just kicked the can for so long, and I know we've all used that term, all of you up here, as well as a lot of us out there. It's always disappointing to me to see how few Tahoe residents involve themselves in issues that affect the whole county. Disappointing, but not unexpected as there's so many part-time residents up here. But I would like to say that we don't think of stormwater as an issue up here. I know it is because I've been involved in a lot of things, but for the average citizen, they don't understand. But knowing that we have requirements that must be met, it's really important that we do a utility fee of some sort. And I just think that you, as Commissioners, need to take the courage to do whatever you can without having to go to a vote to work on both the stormwater and the roads. It cannot be left aside any longer. It just can't. So I hope you will all do whatever you can to make the roads better for the people in the Valley. Ours up here are pretty good, and for the stormwater for both the Valley and the Lake. Thank you.

Chairwoman Hales speaks:
I appreciate that. Is there any other Public Comment? Yes, sir.

David Fogerson speaks:
Good afternoon. I'm the retired Nevada State Emergency Manager, Homeland Security Chief for two different governors, and I retired from East Fork Fire as a Deputy Fire Chief for Emergency Management or Deputy Fire Chief of Operations, which also made me Deputy Emergency Manager for Douglas County. In 100 year flood age, I'm 900 years old. This is the same thing we see all the time. I fully support the plan that your staff has come up with to make a stormwater utility and think it's the right thing to do. Emergency management, we go through different phases with emergency management, we go through plans. Courtney's got a ton of plans. We got plans from TRPA on how we control the total daily load up here. We have plans on response. We spend a lot of money on these plans. Then we look at going to

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preparing. We've done a lot of preparation work. We're cleaning culverts. We get the road department to stop doing roads to come help the stormwater move sand ahead of a storm. We do public outreach. Then we respond, and we're pulling those road department employees to come help with that response because we need their heavy equipment and their staff, and that means that they're not working on roads. And we're using road money on this flood issue. Then we go to recovery. Same thing, we're using other department's money and other department staff time to come help with that issue. The part we're not doing is the mitigation piece. That's maintaining these open spaces that way water has someplace safe to go, and that's by putting storm control basins in as part of the plan. If you've been paying attention to national issues, President Trump, Secretary Noem, and FEMA Review Council have all stated publicly that local government must be more heavily invested in emergency management and infrastructure. They want to reduce the size of the federal assistance. They've suspended all the mitigation grants. Normally, the President, when he declares a disaster, also provides mitigation funding. President Trump has not provided any mitigation funding to go along with any disasters so the funding you get only gets you back to broke, to the way the conditions were before. So we can't rely upon them. We need to think about how we follow that lead and we do what's right for our community so that way we don't have another County Manager in 20 years from now talking about this again. Fully support the plan and appreciate your time. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. Fogerson. Is there any other Public Comments? Welcome.

Jason Kuznicki, Nevada Division of Environmental Protection, Bureau of Water Quality Planning, speaks:
Thank you. Good afternoon. The Nevada Division of Environmental Protection, I work for the Bureau of Water Quality Planning, and we administer the Lake Tahoe TMDL program. And I just want to commend the County for your participation in that effort. I do agree with what was stated earlier, it took great vision and leadership in the creation of the stormwater program. I find it interesting, you know, there are other stormwater programs and stormwater program managers of the local jurisdictions at the Lake, but I don't believe that there's any stormwater utility districts. And at the inception of the TMDL, I'll say that Douglas County did not have the reputation as being a leader in trying to protect the lake, but you guys have shown that you are. And I think it's great that you're in a position to be potentially the first to adopt a stormwater utility fee at the Lake. And, you know, that's seems like that's a win, win, win. One, a win for the County because you'll have a dedicated maintenance fund, won't be scrambling to address these issues as they come up particularly as we're seeing lately. It seems like there are more frequent occurrences of flooding and stormwater. And then, you know, if you're able to address it, that's a win for the lake, right? We're all in this to try and keep the lake clean. And then it's a win for the property owners as well because there have been studies that show that property values are tied to the water quality of adjacent water bodies. So the other perspective I wanted to bring to the table was also we have a 319 grant funding program. Our funding is all federal. It requires a one to one match. So this stormwater utility fee could be potentially used to match that funding. And then the other aspect of that in our evaluation of projects and the merit of those projects is maintenance and whether you have identified, you know, maintenance into the future. And so I think that's a pretty good argument if you have a stormwater utility district in place that you're going to be able to address maintenance as issues arise. Thank you.

Chairwoman Hales speaks:
Thank you. Is there any other Public Comment? Seeing none, I will close this item. I will bring it back to the Board. I'm going to start with a comment and a question just to support the statement made by Mr. Fogerson and also by Ms. Davidson. Someone sent me a New York Times headline from today; How FEMA is Forcing Disaster Struck Towns to Fend for Themselves. President Trump has said he wants to eventually shift the burden of disaster relief and recovery onto states. It's already happening, meaning we can expect less FEMA help and that seems to be the trend. So just a very current note establishing further

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evidence that that is true. Then I do think it was a good question asked, how our funds are going to be allocated. Are you ready to address that? Thank you.

Ms. Davidsons speaks:
Yes, Madam Chair, Members of the Commission. The equitability of stormwater program is going to be a key policy consideration for the County Commission. Certainly, we will want to look at the proportion of funding that is received from the Lake versus Valley. But I will also tell you a key policy consideration for the County Commission is going to be prioritizing the projects in the Stormwater Master Plan and there are a variety of factors that will help us make sure that our priorities keep equity and fairness in place and looks at proportion of funding. I guess what I'm trying to say is rate making again is a science and a lot of this will be policy considerations for the County Commission, but any utility that's establishing should be considering that. I would also say that all of these policy considerations will be the subject of public meetings. So, if the Board were to choose to create a stormwater utility, it would be through the adoption of an ordinance which requires two readings, two opportunities for the public. Additionally, any time the Board were to look at changing the rate for the stormwater utility, it requires a public hearing with public noticing. When the Board looks to adopt the budget for the stormwater utility and set the priorities for this program, it requires public hearings, and we will encourage public participation every time. I was asked in a previous stormwater workshop how we will be held accountable for the funding that we spend. There are requirements. There's routine audits of the utility that will need to occur, public reporting that will occur. All of this will be very transparent and very public. So, I hope that answers the question. And I do just want to add, in addition to the Genoa meeting, that we are adding, which I found out actually, the Town of Genoa who routinely meets on Wednesday, in November. They're actually meeting on the first Monday. So, it's November 3rd will be that meeting. And all of these dates and times are online for anyone who wants to attend future meetings. And then additionally, we've added a Piñon Hills meeting as well for the northeast population. So we encourage all members of the public to consider attending. And for those who are in the audience today, tap your neighbor; we'd love to see them and love to see them engaging with us. Thank you.

Chairwoman Hales speaks:
Commissioners, are there questions or comments? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you. I gotta say that the Public Comments that we've received today are very encouraging. And so I did write down notes and yes, I wanted to echo what staff has indicated. Piñon Hills and Genoa Town Board will both have presentations. In addition to that, another presentation at Pau-Wa-Lu Middle School and all of that information is online. I did want to do a shout out to the champion of the Kahle Complete Streets project, Meghan Kelly, thank you so much, bird dogging that for, what, 20 years of your life? Very, you know, tenacious, very tenacious, and will have a great impact on hopefully mitigating the lake in clarity. So I thank you for your comments today and for your continued bird dogging of that situation that we broke ground on just a few months ago, right. I also wrote down the what Mr. Fogerson said in regards to it was called the Building Resilient Infrastructure and Communities. More commonly known as BRIC. That program was discontinued by the government, federal government, FEMA, I believe it was May of this year and that was disappointing. And also, the federal government has asked for those communities that the BRIC funds were issued to all the way back to 2020, if those projects are not underway or are in progress or done, that they want those monies back. So that's disappointing to me and very, in my mind, shortsighted. So, that's going to reduce our ability to tackle some of these upfront projects that we had identified in attempts to correct these issues. The one good thing out of that, I guess that did come, is that FEMA is now looking at rather than reimbursement of damages, is that they're looking at upfront, those expenses, their portion of it. Up to 80 percent, I believe it is in my review of those records. That's certainly helpful because previously communities that had issues had to, if it was a $4 million project, they had to upfront that $4 million and then hope at some point in time, the federal

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government will reimburse that 75 percent, that other $3 million. But somewhere they're going to have to come up with that money up front. This will help at least assist in mitigating that issue, sometimes preventing communities from actually taking care of their problems. But once again, it seems to me like it's much easier to pay the piper now rather than repair it later on. So I'm very disappointed in the elimination of the BRIC program. Once again, very shortsighted in my mind. But thank you for bringing those issues before us. And once again, I appreciate the positive feedback that we're getting, and our Stormwater division and our staff is getting in regards to the possibility of this stormwater utility district. So, thank you.

Chairwoman Hales speaks:
Commissioner Tolbert.

Commissioner Tolbert speaks:
I just have a question. So when we do the rest of these outreach, what is the next step in this process should the Board want to pursue with going ahead and creating the districts. So, what is the next step in the process look like?

Ms. Davidsons speaks:
Thank you, Madam Chair and thank you, Commissioner Tolbert, for the question. We anticipate concluding these outreach efforts sometime in the first week of November. And then we anticipate bringing forward an item for this Board to provide staff with direction either at the second meeting in November or the first meeting in December. We will be seeking specific direction to either look to pursue the stormwater utility and bring forward options for the County Commission as part of our budgeting process or to provide direction on one of the other options for funding at that time.

Chairwoman Hales speaks:
Thank you. That will conclude this agenda item.

RESULT:	**PRESENTATION HELD.**

Chairwoman Hales speaks:
And typically we need a five minute break. Would you like five minutes? Yes. We will take a no more than a five minute break.

A break was held.

Chairwoman Hales speaks:
Let's reconvene. I invite you to take your seats so that we can reconvene. We're ready to begin. It's nice that everybody's just enjoying conversing but we do want to get started. And we appreciate those who are here for our last agenda item, thank you for coming. I will note that we have in addition to the folks I previously noted, we also have VHR Board Chair Keith Byer here with us, and we are glad he's come.

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COMMUNITY DEVELOPMENT

14. For possible action. Discussion to introduce Ordinance 2025-1655, an ordinance amending Chapter 20.622 of the Douglas County Code, the Lake Tahoe Vacation Home Rental ("VHR") Ordinance, or provide direction to staff to make changes to the proposed ordinance and bring the ordinance back for reintroduction. The current proposed amendments to the VHR Ordinance include, but are not limited to: consolidating renter requirements into a new section and referring to those requirements as a Code of Conduct; clarifying restrictions on VHRs in residential communities north of Cave Rock State Park; amending insurance requirements; amending regulations regarding waitlists and renewal applications; revising requirements related to local contacts; and amending and reorganizing certain penalties and procedures for violations. Affected properties are those within the Tahoe Basin. First Reading. (Ernie Strehlow, Program Manager)

Chairwoman Hales read the agenda item into the record.

Chairwoman Hales speaks:
This is a first reading; however, we have designed this to be a substantive first reading where we will actually take a presentation and make comments, and we could even vote if we wanted to, or we may give general direction and feedback. I will note that these revisions were initiated by Commissioners who were concerned about a couple of things. And when Commissioners brought these things forward for revision or clarification, really, of some unintended things that were in the ordinance, staff suggested that we look at a few other things to improve the way the code reads to improve the user, really the user experience with it. I will say my observation is generally most of the proposed changes are not major substantive changes. Most of them are more clarifications or tweaks rather than major changes in the way business is done with VHRs. That's just an observation. The way I would like to handle this agenda item is to have Mr. Strehlow present the proposed changes pausing for just clarifying questions from the Board rather than any comments or advocacy during his presentation, just clarifying questions. Then after the presentation, we'll ask for Public Comment so that we have the benefit of Public Comment before we deliberate. Then we can go through the items, probably go through the items one by one, noting in particular those items that the VHR Advisory Board and the Planning Commission agreed on because that's important guidance for us from those two advisory boards. And then at that point, we can deliberate and either take action, give further guidance, or give feedback on those points. With that, we'll turn to Mr. Strehlow.

Ernie Strehlow, VHR Program Manager, speaks:
I'm here with Deputy District Attorney, AJ Hames. We're bringing forth some modifications to the code that, as you mentioned, were originally requested earlier this year; May 1st, I believe. And at that time, you requested that we go to the Vacation Home Advisory Board for consultation and their input and then to the Planning Commission, which is our process, and then to come back. And so we did that. We had four meetings with the Vacation Home Advisory Board in June and July, a total of four times. So they had about ten hours, nine, ten hours of deliberation over that time, along with a couple appeals that were peppered in on a couple of those meetings. And then we met with the Planning Commission in September and then here we are. In the presentation, there was a comment that Commissioner Tolbert brought up about data back in May and I haven't forgotten. I know that I have provided a lot of data and it's actually, I like doing it, actually, but I did modify some of those just to kind of give you a flavor of where the trends are today related to permits and then to the calls that we're getting currently.

So on the screen, you'll see the VHR permit trends from November of 2022 and then today. So they went up in 2023 and then they steadily declined. And there's a lot of reasons for that. You know, there was density changes that were done in the code in 2023 that we had to restrict multi-unit housing to 15 percent,

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so that reduced it, which allowed it to come down a little bit. And then, you know, buyers sell houses and whatever reasons they have. So we've kind of bottomed out. We're at 539 as of this morning. That's a good sweet spot right now it seems. So we're okay with that. One of our biggest complaints other than permit revocations is noise complaints. Traditionally, at least for the last few years, there's been, like, a heartbeat. No matter what we do with the code, we get noise complaints in the middle of the summer. No surprise. I guess this year was a little different. You'll see on the right side there, the heartbeat was a little bit lower. There's a little arrhythmia in there. It could be a lot of reasons. I credit it to we had somebody patrolling up there during nights and weekends this last year, as we did previous year. But this year I think it was a little more effective based on experience of that person. And actually, he was able to mitigate issues before a neighbor had to call a complaint in. So that was nice and hopefully we could do that more often so the residents don't have to be the ones that initiate the complaints on that.

What I was going to do is go through, these are kind of the headlines of the changes. I think the colors match. And so I was just going to go through each one. I have a brief description of what the change is. A lot of them are really small, nuanced changes. I think based on the previous meetings that we've had, the code of conduct and perhaps the board makeup, we'll do it as the last two and I'll go into that and then hand it back to you, if that's okay. And if there's any questions.

Commissioner Tarkanian speaks:
This is different from what I saw in the packet. Is there a page number in the packet that has what you're going through in this order or not?

Mr. Strehlow speaks:
It's different? Let me read off the packet.

Commissioner Tarkanian speaks:
I was on 755. Let me go to 768. Maybe it's there.

Mr. Strehlow speaks:
Yeah, there's a lot of data here. So the Staff Report starts on 757. The ordinance with the red lines starts on 771. The cover page starts on 754.

Chairwoman Hales speaks:
But I think this particular green and black chart is 768.

Mr. Strehlow speaks:
Did it change colors?

Chairwoman Hales speaks:
It's the same. We're good.

Mr. Strehlow speaks:
Okay. So the first one I'll start with is Glenbrook renting. The Glenbrook renting was under 20.622.030, subsection b, and this section had, shall only rent their VHR to individuals who also own property within the same residential communities. And it was a little bit specific to Glenbrook South, Glenbrook and Glenbrook multi-family, Pray Meadow and so on. So we changed the wording in the code and the VHR Board and the PC both approved that that change. We were working off a letter to mitigate that, we brought it up in May and it just corrects that nuance.

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Commissioner Tarkanian speaks:
Can I just clarify that? It's my understanding that this brings it into compliance with what the HOA does, right?

Mr. Strehlow speaks:
Yes. Okay, so the next one is Lincoln Park. It leaves all the rules, it's under 20.622.020 B.6.c leaves all the rules for this area in place and removes expiration info related to January 1st, 2025, instructions for this timeframe as the time was passed and is no longer relevant. And then section one through six was revised, Roman numeral i. through vi. was revised and removed. The rest of the code stays the same. We still go through the three year process of revoking and reissuing as necessary the permits in that area. So we didn't change any of that part of the code. The next one is waitlists. We didn't have a definition. We talk about waitlists in the code and we didn't have a definition. So we added a definition Under 030.B.7 as a definition of what a waitlist is. And like I said, it didn't exist before.

Chairwoman Halers speaks:
Just to clarify, you don't expect that to change the way anything happens. It just is…?

Mr. Strehlow speaks:
It's just a definition.

Chairwoman Hales speaks:
It kind of plugs in oversight. Yeah.

Mr. Strehlow speaks:
Correct. Insurance, there was a proposal to change the liability insurance up to a million across the board. That was recommended by insurance companies. There was a lot of pushback on that from the public and as well as the boards that listened to that. So it wasn't accepted as an option. But the additional interest part, there was a second part of it, the additional interest, it was approved. And what the additional interest does is it makes sure that we're notified if any insurance policy is canceled or changed or modified in any way, because otherwise we have no way to know that except annually when the renewals come up and we get a new copy of the insurance information.

Chairwoman Hales speaks:
Do you know whether this increases the cost for permit holders?

Mr. Strehlow speaks:
Do I know what the insurance cost is?

Chairwoman Hales speaks:
Does it cost money to add an additional insured?

Mr. Strehlow speaks:
No.

Chairwoman Hales speaks:
Okay, thanks.

Mr. Strehlow speaks:
I thought you were asking about the insurance costs because I actually did an audit on it yesterday. I was curious about that. The next one is property manager requirements. One of the things that we talked about extensively was reducing the requirement to have a property manager for seven occupancy versus ten

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occupancy. That was extensively discussed at the VHR Board meeting. There was no approval for that. There wasn't any kind of movement in that direction, so that stays the same. That wasn't approved. The PC also didn't approve it. The PC, I believe, added information that related to that, we can require a property manager, if we have a problem owner that doesn't have a property manager, we can require them to have a property manager. They have to go out and hire one. But it's not based on the occupancy. It's just based on general, if they can't do it themselves, we'll get somebody to do it, you have to get somebody to do it for you.

Vice Chairman Gardner speaks:
Well, you're saying here, add language at the discretion of the Director, which is you, right?

Mr. Strehlow speaks:
Exactly.

Vice Chairman Gardner speaks:
Okay. And it's basically kind of an advanced directive with taking away the permit, right?

Mr. Strehlow speaks:
It could be. Yeah, it could be.

Vice Chairman Gardner speaks:
It could be. Yeah. Okay.

Mr. Strehlow speaks:
Rental nights, I skipped over that, I apologize. Rental nights, year requirements. So under 20.622.030 F.4. In our code currently, owners must demonstrate at time of renewal using records of paid occupancy taxes and lodging that the dwelling unit was rented in the prior year. The code had a one night requirement for the year. There was a desire to change it to eight. The VHR Board didn't have a problem with that and the PC didn't seem to have a problem with that. That's up to you guys. It's generally not an issue where we didn't issue a permit because of unpaid, you know, property taxes or the transient tax, that they weren't doing it enough but there is one specific neighborhood in Tahoe, they tell on each other a lot and they, I don't know how to describe it. It's interesting. And so we thought that that maybe might stop some of that, but that's up to you guys, but… It's really to prohibit people hogging a permit. That's really what it comes down to. And that's what the complaint is, is people supposedly hog permits. I haven't seen evidence of that.

Chairwoman Hales speaks:
But when you say hog permits, you mean they obtain a permit to prevent someone else from obtaining a permit and actually renting the nights?

Mr. Strehlow speaks:
Rent it one night for the year. Yeah.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
You answered my second question, and that was, do we have evidence that this is a real problem? Okay. You know, I don't want to create fixes when there's no problem, okay. It doesn't make sense to me to chase something that really isn't a problem. The other question I had, of course, and I asked you earlier privately, is what was the rationale or was there any rationale behind the eight days versus a week or two

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weeks or 14 days? So by your demonstration, it looked like a roll of the dice. Is that right? So I guess that's appropriate. Nevada isn't it.

Mr. Strehlow speaks:
It was arbitrary, probably, is the best way to put it.

Commissioner Tarkanian speaks:
Boy, you're making our attorney mad.

AJ Hames, Deputy District Attorney, speaks:
I think the idea was that a night is easy. Anyone can rent it out to their brother for a night. But a week, a week is a little more of an investment. And so the eight days came from, it's slightly more than a week. It's just a little bit more of a burden to put on the person who was allegedly hogging the permit. We're going to require them to rent at least more than one week.

Vice Chairman Gardner speaks:
And so I can appreciate that, but I can make this recognition also is that we don't set rates for nightly stays so an individual could potentially rent it for, say they're renting it for $100 a night and pay TOT tax on that, $14 on that. You know, that's the other weakness there. So, I'm not going to make a big point out of it. I just, you know, it just seems to be, I agree with the one night it's a little bit less, but that's all I was asking is what the rationale was. Thank you.

Commissioner Tarkanian speaks:
I was just going to add that when I agree with Commissioner Gardner on the VHR, I should admit it. So, I agree with you. Thank you.

Vice Chairman Gardner speaks:
Get that in the minutes, would you, please?

Chairwoman Hales speaks:
All right, let's keep moving on.

Mr. Strehlow speaks:
That's a first in four years doing this. The next one is, the local contact and reporting requirements. Under 20.622.040 A.2. the local contact person, what it would be revised to if approved, the local contact person must also promptly respond to a complainant regarding any questions posed with the complainant. We had a lot of discussions on this, and there's pros and cons on this that you want your neighbors talking to each other. But if there's a situation where a neighbor is calling on another neighbor and requiring that the person that got complained on to have a conversation directly with that person, some people don't feel, they feel threatened when they report a problem. So that part of it was not something that was acceptable to the boards overall. But what we did want to do is have the posting of the contact person information in a conspicuous place near the entrance to the home. And it usually shows up on the permit in a lot of cases. So it's kind of already happening, but. Okay. I'm going to skip over the code of conduct for a second, if that's okay with you.

Chairwoman Hales speaks:
Yes.

Mr. Strehlow speaks:
The parking placards, currently, the owners issue a parking placard that the VHR owners are supposed to put on their dash. In some neighborhoods, sometimes there's confusion with permits. Some

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neighborhoods already have a permit requirement, so if they're renting to somebody in the neighborhood, they may be required to get two permits, right. One parking permit for the HOA that they require for the visitor to have to park there and then a VHR permit. So there's sometimes some confusion if the placards are not properly affixed in the car. It was suggested in one of the first VHR meetings to remove the requirement for parking placards in single family residences. However, the VHR Board, how do I put this, they thought it was a good idea, but they wanted to save it for another time and have a more lengthy discussion about it when they had more time. So it was recommended for future study. So nothing came of that. But it was one of the things they discussed.

Violations and compliance. So, you'll look in the code and probably people got scared when they looked at the ordinance and they go, oh my God, look at all the red lines in here. Frankly, it's just mostly moving stuff around. We didn't change anything in the sense of deleting. It's just we moved things around and reordered things. So, what 20.622.050 does where the fines are, is we just reordered things because when we changed the code there's situations where we add things or subtract things, and then six months down the road we go to look at the code to go issue a letter and fine them and there's a word missing. And we go, how did we do that, how did that happen? So what we're trying to do is we're trying to make it make more sense. And then we take notes of key words and phrases that we omitted previously and add them in to the code chain so it's more correct and we don't, we don't lose appeals. Right?

Chairwoman Hales speaks:
So is it accurate to say there's no substantive changes, that this is all formatting changes to make it a better, easier ordinance to use?

Mr. Hames speaks:
In your packet on page 787, this is the section that we're kind of talking about that's more or less the bulk of it. There is some added language there at the top of that page. Really, that's just putting into this chapter procedures that they were already following, I mean, the code enforcement folks, in terms of how they give notices and things like that. So is it a substantive change, I guess so, because it wasn't in there before, but it was already kind of like the waitlist, it was already procedural. We're just now putting it into code so people know what to expect. And then on the fines, just a little further down on that page, again, it's not technically substantive, but there was a perceived loophole where if you had a VHR, your VHR permit got revoked, then you could just rent out your VHR and not be fined. At least that was what it seemed like code was saying. And so we wanted to be very clear that no, if you've had your permit revoked, you are subject to a fine and it is in fact a $20,000 fine. So that's just, is it procedural, I don't know, because we were already kind of doing it, but it's just putting into code what we understood the code to mean.

Chairwoman Hales speaks:
Very good. Thank you.

Mr. Strehlow speaks:
Okay. That helps? Okay. Then I'm going to skip over this next one, and then we'll go back to the code of conduct and the advisory board, if that's okay. It was brought up at our last meeting of the VHR Advisory Board by the Chair of the Planning Commission, and it was actually, oh, it's not in here, but there was a suggested add to the code and it had to do with, a renter that's 25 or older, needs to stay on-site. Actually stay at the rental. And it actually never came up before because we have so many rules about 25 or older and when they sign the contract in a registry for two years, that it doesn't specifically say that in the code that the person that actually signs the contract actually has to stay at the VHR. And so it was suggested that that's missing and that should be added into the code. So the VHR Board had no problem with that because it came in at the last meeting and it went on its way. Interestingly, the PC had a lot of discussion about this because there's circumstances, according to the examples that were given that, you know, they may come up with family and the person that signed the contract and one of the kids may go camping or

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go to take a drive to Yosemite for the night and not be physically there, so they're violating the agreement. So, I wanted to make you aware of that.

Commissioner Tarkanian speaks:
So let's discuss that.

Chairwoman Hales speaks:
Well, let's just ask questions now and have discussion after Public Comment.

Mr. Strehlow speaks:
There's one more caveat. That's where the Glenbrook thing is. That's why I was trying to make sure I explained this correctly. Glenbrook is exempt from that because Glenbrook homeowners rent to Glenbrook homeowners. Right. They're not going to be on-site because they're renting to somebody in the family. So that's the only caveat.

Chairwoman Hales speaks:
Only questions now, we'll thrash it out later.

Mr. Hames speaks:
Just to clarify that point too, the item we're talking about is on page 786 and it's 13.A on that page. And as written, it doesn't have a Glenbrook exception. So that would have to be added in. Or alternatively, if you felt some other exception should be added that's where it would go.

Commissioner Tarkanian speaks:
So this is a clarification maybe. Glenbrook allows a renter, if a homeowner wants to rent another homeowner's residence so his family can come in there, why can't he just require them to put who the responsible parties are that have to be there? I mean, obviously the guy who owns a home in Glenbrook, he's doing it to bring in family, but he's bringing in family that he should be able to identify as the responsible party. So I'm not sure I understand why that would be excluded. And with respect to the camping, it seems like if somebody may be leaving to go camping, can't they? You could only have one person as a person of record? You can't put down Mr. and Mrs. Smith? And if Mr. Smith wants to go camping or Mr. and Mrs. Smith and somebody else, that somebody on record can be responsible if these violations happen, that they can go to that person and find that person on-site. I thought this was the most easiest of all of the ones to be accepted.

Chairwoman Hales speaks:
That's all right. We'll circle back to that. Let's move on to the code of conduct and advisory board.

Vice Chairman Gardner speaks:
Before we get there, though, I did have a question. And it's more I think it's more about formatting. But on page 773 and page 774, where we're under definitions, the A, the B, the C, the D, each of those paragraphs, the enumeration there has been stricken and each of those paragraphs are particular to an individual item. I think we should either have letters or numbers there. But I was questioning, was that a mistake or was that done intentionally?

Mr. Hames speaks:
That was intentional. That was a suggestion that I believe Commissioner Tolbert made back in May. And it's based on a lot of definition sections which are not numbered. For example, the definitions for all of Title 20 are contained in Appendix A to Title 20, and each individual term is not given a number, so that when you add a definition, you don't have to renumber the entire section. So it's stylistic. There are other

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sections of code that do number the definitions but that would be a preference of the Board. It really doesn't matter.

Vice Chairman Gardner speaks:
You're right. It's not substantial or substantive, I guess. I'm just curious. It didn't seem appropriate to me and I don't recall the discussion we had previously, but it's not substantive, so.

Chairwoman Hales speaks:
Okay, code of conduct.

Mr. Strehlow speaks:
Okay. Code of conduct. I think I even have a slide on that. Yes, I do. So we created a code of conduct under 20.622.040 A, B… page 782 in the actual item there. So we added a new section to outline the code of conduct. Most of the information is pulled from other parts of the code already. So a lot of it is already in there. That's why I have color changes in here. The black colors, we already talk about that in the code. The red is updated. And so we talked about the prohibition against disorderly, lewd, or indecent behavior, a statement that renters and guests may not generate odors that neighbors would consider obnoxious, including but not limited to, marijuana smoke and the restrictions on the use of fire pits. So number four, there was a lot of discussion on number four about what odors are and marijuana smoke, because people talk about gummies. There was actual residents that talked about there's residents that do the same thing so why can't a renter do it? You know, so there was a lot of discussion in this area, so I'll leave it to you guys. But Assistant Chief Branch was at our meeting, on the restriction on the fire pits, and so this was added in there partially for that reason. And some residents didn't know about gas fire pits being, you know, not allowed during red flag warnings, which I didn't know either. So there was some good information there. Like I said, number four was the biggest discussion. That was kind of why I had it highlighted on the main slide. And there was a little bit of discussion about how do we enforce some of this stuff. It's all enforceable, but you know, it's just a discussion about if you want it in there or not. Do you have more?

Mr. Hames speaks:
Just a background on this. The proposal initially was to add a clear prohibition against disorderly conduct, something related to marijuana smoke and then the Fire Department wanted to add something about fire pits. So without creating this code of conduct section, there are four different places in the code where we would have had to insert those rules. So you can see on page 782 to 783 that's where now we just have all of the rules that apply to renters. But you can see on 784 paragraph 6 there, previously, that's where some of the rules were located. And then on 785 where it talks about advertising, it said that certain rules had to be included in the advertising. Further down, the owner had to post certain rules. And so we were repeating ourselves over and over. You have to have parking placards. We would say that four different times. So when we thought about adding these new rules for renters, it was either try to harmonize them into one code of conduct section and then just refer to that afterward or go in four different places and talk about each one of them. It just didn't make a lot of sense to continue to separate them out into all those different spaces which is how we came up with the idea of the code of conduct. So conceptually, it's not new because we've always had renter rules but what is new is just the organization and the three new rules that are on this slide.

Mr. Strehlow speaks:
Well, then there's one on the last page. So there's a total of 12 rules, but most of them already exist.

Chairwoman Hales speaks:
I have a question about, are you ready for questions?

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Mr. Strehlow speaks:
Sure.

Chairwoman Hales speaks:
Okay. I appreciate that explanation. So basically this is more user friendly, more organized, and a better ordinance. But it does add, previously permit holders have to post rules and so now we're just calling it code of conduct. It's not really all that different. Is that accurate?

Mr. Hames speaks:
Yeah. There were some slight discrepancies. So an owner would have to create, well, he would have to use best efforts to enforce certain rules. They would have to post certain rules on his advertising and then he would have to post other certain rules at the home. And they were pretty close to the same, but there were odd discrepancies between each one. So just to make it easier, there's one set of rules. It's called a code of conduct. You need to provide it to your renters. You need to use best efforts to make sure your renters comply. You need to include it in your advertising and you need to post it on-site.

Chairwoman Hales speaks:
I appreciate that. It's really more efficient, actually. Other questions about this code of conduct, Vice Chairman Gardner?

Vice Chairman Gardner speaks:
No, I guess all I was going to say is I appreciate your consolidation, so to speak, of putting things together. I know that Mr. Dallaire is in the process of going through, and he's here today, so he'll appreciate this comment. This will be music to his ears. He's in the process of going through Title 20 right now and trying to consolidate code. And as you skip around in your search engine, you put a word in and it has tentacles, right? It just goes everywhere and he's trying to consolidate all that. So this is one they won't have to do that with, right? So, I'll help you out there a little bit Mr. Dallaire. So, yeah, this is a good idea, I think.

Chairwoman Hales speaks:
All right. Advisory board. I think we're at advisory board.

Mr. Strehlow speaks:
We got to do that faster and I thought we would. Okay.

Vice Chairman Gardner speaks:
We still have Public Comment to go.

Mr. Strehlow speaks:
I got you. Yeah. Thanks for that. The VHR Advisory Board makeup, in the back of the code, in 060, we currently have a definition of the advisory board. And the way it's defined at the moment is two residents of the Lake Tahoe Township that are current permit holders, two residents of the Lake Tahoe Township that are not VHR permit holders, and then one resident of the East Fork Township. I don't think they have to be a permit holder. So, what that would change to, the proposal is to eliminate the East Fork Township representative and all five would come from Tahoe and two would have permits and three would not have permits and they must reside in only VHR permitted areas. So the places where VHRs are currently not allowed, the boards define that is that they would not be eligible for appointment.

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

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Vice Chairman Gardner speaks:
So can I comment on that?

Chairwoman Hales speaks:
Do you have a question?

Vice Chairman Gardner speaks:
A question?

Chairwoman Hales speaks:
Just questions.

Vice Chairman Gardner speaks:
Well, I was going to say, you know, and Mr. Tarkanian and I both observed this years ago, is that while the Judge that reviewed that case indicated it would be nice and suggested we have a member of the East Fork Township, there was no requirement in the settlement lawsuit that required us to have one, and we put it in there. So, we're basically saying that that's not necessarily required any longer.

Commissioner Tarkanian speaks:
We voted actually, the Board, to have it as it is suggested now and then we would advise that the Judge ordered this, but it wasn't in his order. It might have just been in his discussion at the trial.

Chairwoman Hales speaks:
Okay. We are going to go to Public Comment, and I would like to invite Mr. Byer to come up because I know he's got some time constraints and also we want to hear from him. I don't know if you're planning to address the renter of record must stay on-site issue, but I would be interested in what you have to say on that point.

PUBLIC COMMENT

Keith Byer, VHR Advisory Board Chairman, speaks:
Thank you, Madam Chair. To speak to that very specifically, our last meeting involved an appeal where five underage people admitted to drinking to the police officers. Now, there were other factors in place, but to us, it is imperative that someone over 25 be at the residence. And it was just the simplest, most straightforward way that the person who signs the contract, the person who has that responsibility be in residence. And it will be hard to enforce if someone decides to go on a camping trip or go on an overnight thing during a week stay, but it's only going to become aware if there's a problem at the VHR during that period of time. But we do believe the person who signs the contract should be on the premises. They're the ones who read the rules, read the ad. We thought that was incredibly vital. Again, I do see the concern about someone renting for two weeks but not being here a night or two. I don't think it will ever arise because if there's no complaints during that time, we would never know that that person, one person is there. The concept is incredibly valid, and I don't think, I would not want to walk away from the concept because of the wording. If we wanted to say that multiple people can sign the contract, if we wanted to see there has to be a person of responsibility on record during it, we could change that wording. But I think the wording right now works, and I don't think that the issues raised are so significant that we want to change the concept. There are people who rent units for their children for credit card reasons, for everything else. And it is incredibly dangerous to have people, this was 20, 18, 19, and 20 year olds who were in a VHR with alcohol causing noise. So I believe it's a very valid comment. My other comments were about a code of conduct.

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Commissioner Tarkanian speaks:
I was just going to follow up on that.

Chairwoman Hales speaks:
Can we, let's have…

Commissioner Tarkanian speaks:
He's going off to another part of the code of conduct instead of the…

Mr. Byer speaks:
I thought I had three minutes, so I was trying to.

Commissioner Tarkanian speaks:
Oh are you…?

Chairwoman Hales speaks:
Yeah, this is his Public Comment.

Mr. Byer speaks:
Yeah. Sorry. My other comment about a code of conduct. I'm the president of our HOA. I'm constantly given questions like, I don't understand what to do. Well, if you would read our 400 page CC&Rs and if you were a trained attorney, you would know. The code of conduct puts it in one place, one place in the code. We don't, we should not expect renters to read Douglas County VHR code. It makes it incredibly clear and I think the items included in there are very vital. I was not even aware that you're not allowed to have gas fire pits during red flag warnings and I'm a resident. I can imagine someone coming into Tahoe not knowing that. The lewd conduct is difficult to enforce but it does set something in stone about that. And lastly, on the requirement for the local contact to contact the neighbor who complains, I do understand the difficulty in that. It is a phone call, not a personal interaction, so I don't think there's a physical safety, but you might get insulted. What we heard from, really, permit holders, but more often management companies is they wanted the communication to be with them because we see the ones that work, that's how it works. The neighbors have a problem, they call the local contact. The local contact fixes it, and it's done. When we talk to complainants, to neighbors, what they said is, if I call the County, the County has requirements to tell me what happened. If I call the Sheriff, the Sheriff comes out, the Sheriff comes out, I know it's being handled. If I call the local contact, I have no idea what's happened. I just know whether... I just know I complained, and we thought by requiring that communication from a local contact, if the complainant calls the local contacts to the County that it would be courteous for that local contact to call the complaining neighbor and explain what happened and what they've done. Again, it could be an aggressive phone call, but it's a phone call. It's not anything personal. Thank you.

Chairwoman Hales speaks:
Thank you.

Mr. Byer speaks:
Keith Byer for the record.

Chairwoman Hales speaks:
Oh, yes. Keith Byer, for the record.

Mr. Byer speaks:
I signed, but I didn't speak.

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Chairwoman Hales speaks:
Okay. I know that Mr. Byer has to go, and so I know, and I interrupted you, Commissioner Tarkanian.

Commissioner Tarkanian speaks:
You started with the question so I thought we were going to question and answer with the Chair of the board. I didn't know it was Public Comment. So I shouldn't have asked.

Chairwoman Hales speaks:
I just gave him one little prompt. Okay. Thank you, sir. All right. Other Public Comment? We welcome you.

Mindy Crawford speaks:
Do I sign in? Okay. Hi. I've been a resident of Douglas County for 22 years. I have a couple of… I have a VHR, two within 50 feet of my house, one's in my backyard, one's in my front yard. I have a couple of complaints, but not just complaints, I've also brought some resolutions, things that I think would make a little bit more habitable for our community. Basically, there's a problem with our cell phone and internet usage when you allow 18 extra people in single-family homes within 50 feet of my house. I'm asking that we add something like cell phone boosters so that they have their own sort of cell phone way that doesn't affect my cell phone. Business internet takes them off of my regular internet so I can remotely work like I need to. When you have 18 people wake up at nine in the morning that's surrounding your house and start using the internet and start making cell phone calls, I have none because there's only so much bandwidth. We're in a rural area. I know that I can't get through all of these situations, but I do have something to give for the record. Basically, I'd like to point out how fire dangerous the VHRs have been around our house when they don't upkeep their homes. Then, the one in my backyard, the weeds are this tall. They're out there smoking. It only takes that to start a fire. I can't tell you how many times someone is smoking out in the front yard at the one in front of us and just takes their cigarette and tosses it right into the pine needles that are there. So, the trash and fire is extremely important there. And I'd like to submit this, I think there's things in the code of conduct that we could put in that would make that a much better situation. Also, I noted that many other cities are out protesting VHRs, and there's a reason for that. It changes your community, it changes the fabric of your community. I go and personally shovel out my fire hydrants. Now, I've got VHRs. I don't have anybody to help me. It used to, the neighbors, it was a neighborhood thing, we're all going to come out and shovel out the fire hydrants. We don't have that anymore. And we don't have any Boy Scouts because the kids have pretty much left the community as well. So, also, I started here up and…

Chairwoman Hales speaks:
You have 30 seconds more.

Ms. Crawford speaks:
Okay. So I started up in the Tahoe Village area as at least ten of my other friends did as a starter home. When you allow 40 percent VHRs in our starter home area, we're not getting a lot of starter people into our community, so I think it's significant that we keep the percentages down so that we can have low income and starter homes for people. So, can I submit this?

Chairwoman Hales speaks:
Yes.

Ms. Crawford speaks:
Thanks.

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Chairwoman Hales speaks:
Thank you, Ms. Crawford.

Chairwoman Hales speaks:
Is there other Public Comment?

Ellie Waller speaks:
Good afternoon. I'm a North County Valley resident. I've attended most of the VHR meetings because Tahoe has just as important issues as the Valley. I'll address the composition of the board first. I believe I agree with the presentation that until such time that there are VHRs in the Valley, I think it's more viable to have those people that live there, that have to experience this be on that board. We have bed and breakfasts in the Valley. We do have that option as Valley people to come and comment about those issues. Secondly, I agree with everything that Chair Byer did and said. I think it is very important to address who is renting the place. Again, I rent places for my kids. I stay there. They're in their 40s, and I think there has to be some way that there is responsibility assessed because sometimes when the, if you've sat through the violations and how they're all assessed, you will figure out that it doesn't always work to call who is supposed to be the on-site response team. If you call Douglas County, you have to wait for the Sheriff. So that person that is renting the place needs to be on-site, especially if there is a violation. Thank you.

Dan Ayensworth speaks:
First of all, I'll say I think it's great that we're in a position now to basically just tweak the ordinance, refine some topics, and hopefully let it sit for a while and just concentrate on enforcement. I'm guessing Ernie and maybe even AJ would agree with that. I do have a few comments on the draft revisions that are in front of you and they're the same as what I said in front of the Planning Commission hearing a short time ago. And I'm going to be a little disagree-er to some of the points here that were just expressed. So, here I go. Page 782, I think you should delete the sentence about a local contact responding to a complainant. Local contact should respond to an issue, of course, but not necessarily be required to contact the complainant. I'll let you discuss that. Page 783 delete sentence iv at the top of the page. That's about the obnoxious aspect of life and odors. To me, that's an unbelievable rabbit hole. And guess what? Smoking weed is legal, so I think you're going to have a really tough time with enforcement on that one. Page 786, paragraph 13a renters being personally present during each night of the rental. I'm the one that challenged this at the PC meeting and I used Glenbrook to get the topic started. It makes sense in Glenbrook, of course. It's a special situation there and it should be exempted, but it shouldn't be required at all in my opinion. What if I wanted to rent a VHR or two for my kids and/or friends in Tahoe? I live in Genoa Lakes, do I have to be there? I don't think that makes sense. Keith Byer said it right, and I'm going to try to remember what he said. He kind of went back and forth on two things just a moment ago. But he had it right after my comments at the Planning Commission, have the renter designate a responsible occupant to be in charge, so to speak, 25 years old or more. He spoke after I did at the Planning Commission meeting. On page 791, this is a good one. To be on the advisory board, you have to live in a community that allows VHRs. Not sure about the real logic behind this, but you're implying that only people who live in a VHR community can analyze and solve issues related to VHRs and/or come up with regulations for them. If that's the reason, I challenge that in its entirety. I'm going to close by saying, that's like saying that people who don't live in a VHR community don't have common sense. Think about that. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. Aynesworth.

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Maureen Casey, Planning Commission Chairwoman, speaks:
Save the best for last. Commissioners, thank you for allowing me to speak. During the Planning Commission meeting, I asked Chairman Byers to come forward and address the issue with regards to the renter and the person who signs the contract. AJ had explained that to the VHR Board when I brought it up before them because I noticed a subtle difference between the person who signed the contract and the one who was actually staying in the VHR. And I felt that that was a very important distinction. And for me, it's a bait and switch. It can be a bait and switch. And when Keith spoke to us, he said, "as a VHR owner, it's a matter of trust." And he did explain that one wants to trust that the person signing the contract is the one who will be actually renting and staying in the VHR. If it's for a family member, there is no issue, that it's not a big deal to pick up the phone, call the owner of the VHR and discuss the matter to let them know that I am the one signing the contract, but it's going to be my son, my daughter, my nephew, my mother, whomever who doesn't have the funds to rent, you know, to rent the VHR. I'm paying for it, and I'll be signing the contract. That establishes the relationship between the VHR owner and the person who's signing the contract. Then there is a comfort level there, and they know the person who is signing the contract is the responsible party to pay for it. But they do know who is going to be staying in that VHR and the trust is there. There is the legal contract and that's important. So I think that it's very important to have the language if the Board wants to have, direct AJ to expand the language, to include communication between the owner and the person who signs the contract to establish who is staying in a VHR that is not going to be, I don't know, rented by and stayed in by who signs the contract. Fine, wonderful, gift the direction. But I wanted to clarify and expand on what Chairman Byers had said. Thank you.

Chairwoman Hales speaks:
Thank you, Ms. Casey. Is there other Public Comment?

Ms. Crawford speaks:
Can you call it twice?

Chairwoman Hales speaks:
All right. Seeing none, I will close Public Comment and bring it back to the Board. I have a suggestion. Could you put the green and black language page up again. I suggest, there's some on this that's pretty easy to get through, right? Yeah, that one. Why don't we see if we agree on some of that and then discuss in more detail the ones that are more complex. Like, in my opinion, the first three are no brainers. They were both approved by the VHR Advisory Board and the PC. They're just fixing things that should have been fixed and not really substantive changes. Does anyone have any concern about the first three? Okay.

Vice Chairman Gardner speaks:
Honestly, I don't have a problem with the insurance thing of just adding an additional insured so we can get, in my opinion, we can get rid of that one too.

Chairwoman Hales speaks:
Okay. The first four we're fine with. Let's talk about the violations and compliance, rearrangement of the language. That's the third to the last, the VHR Board and the PC both approved that language, and they explained it's not really substantive, but it does put into place things that are being done already that are not necessarily in there. I think that those are pretty easy to… does anyone disagree with those? Okay. So we're good on that one. Then let's go back to the rental nights, the new language is eight nights per year. What does the Board feel on that?

Commissioner Tarkanian speaks:
Vice Chairman Gardner had already made some comments about not changing it. I would go along with Vice Chairman Gardner's comments.

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Chairwoman Hales speaks:
Not changing it from the current or not changing it from eight?

Commissioner Tarkanian speaks:
I think Vice Chairman Gardner's comments was to keep it the same, I thought… if I'm wrong then you know.

Chairwoman Hales speaks:
So to keep it at one, is what you've got Vice Chairman Gardner?

Commissioner Tarkanian speaks:
I mean, I even think that maybe make sure that they're actually renting it. And if one seems a little bit too low, I thought eight might be a little bit too high, but I'm open to something like that. I just thought it was a little bit high when we talked earlier.

Chairwoman Hales speaks:
Vice Chairman Gardner, what do you think?

Vice Chairman Gardner speaks:
Well, I think one is too low, okay. One is easy to violate that and tie up a VHR permit. I was just questioning whether or not it should be eight or 14 or what the rationale was there of that particular number, but I'm still good with the eight. I was going to suggest that you know, but Mr. Hames has already pointed out, I don't have a whole lot of problems with a lot of this. Although I do recognize some of the issues that Mr. Aynesworth brought up I concur with. And if we leave the language in 13a about the renters and the number of nights but we're going to have to adjust that. It looks like we're going to have to adjust that to add some language anyways so it looks like this is going to take a second reading anyways. Okay. I'm fine with leaving the eight, but let's talk about the other things.

Chairwoman Hales speaks:
Commissioner Tolbert, are you good with eight?

Commissioner Tolbert speaks:
Actually not, I mean, it is what it is, but no, I'm not, I'm not happy with that. I don't see the point. I mean, if you're going to say you can't have it to hog a thing then we should just say that. Why are we putting some arbitrary number, you know, of eight to 14, that we can't put our finger on any of it. So just make it exactly what it is. If we, you know, if it's at the discretion of the Director that you're not actually using your thing, let it go. I mean, I just don't see the point of throwing a number on something. I mean, legislation for the sake of legislation is not my thing.

Chairwoman Hales speaks:
So you would prefer language that says if, in the judgment of the Director, the person is obtaining a permit with intent not to rent, then he can…

Commissioner Tolbert speaks:
Right. Let it be complaint driven and respond. I don't know, I don't see why putting some, you know, 14 days, 15 days, you know, if I want to get away with it, I'm going to find a way to get away with it. And it's like putting a burden on somebody that may or may not ever do it for a specific number. I just don't feel comfortable throwing a number that doesn't have a value.

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Chairwoman Hales speaks:
Mr. Strehlow, is it a workable situation to ask you to monitor that? And if you see someone getting a permit and not using it, you could address that effectively?

Mr. Strehlow speaks:
Yes. And we do that now.

Chairwoman Hales speaks:
You do that now?

Mr. Strehlow speaks:
Yeah. We do look at the TOT information to see if there's any rental tax being taken out. And we just make sure that they're renting. But we, you know, to Commissioner Tolbert's point, we haven't had this problem come up in my time here. You know, there's rumors, but I haven't seen it in a permit renewal.

Chairwoman Hales speaks:
So do you look at each permit and see how many nights they rent?

Mr. Strehlow speaks:
Yes, we look at TOT invoicing.

Chairwoman Hales speaks:
So if it's very low, that would trigger you to look deeper, to see are they just renting in order to prevent or getting a permit to prevent another permit?

Mr. Strehlow speaks:
That's correct.

Chairwoman Hales speaks:
Okay. So I'm happy with...

Commissioner Tolbert speaks:
So I guess Mr. Hames, the question is if we don't put a number on it, does that take the teeth out that Mr. Strehlow can no longer enforce it?

Chairwoman Hales speaks:
Can you put some language in there that gives him the discretion to address a sham permit situation?

Mr. Hames speaks:
Yeah, I think there's already some provisions that allow, but certainly we could revise that paragraph so that it's more conceptual and less number based if that's what…

Chairwoman Hales speaks:
But would it arrive at the same result?

Mr. Hames speaks:
We don't currently have a number. It just says that the dwelling unit must be rented. And so rented sort of means one day at least, right? So we were just trying to assign it a number and eight was, like I said, more than a week. It seemed like a number.

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Chairwoman Hales speaks:
Okay, given that explanation right there, I don't think I'm uncomfortable… I think I'm uncomfortable not giving a number because if we just say, make sure it's rented, the defense will be I rented it for a night. It just says I have to rent it.

Vice Chairman Gardner speaks:
I'll go with eight.

Chairwoman Hales speaks:
I'm happy with eight.

Commissioner Tolbert speaks:
I'm not going to fight it. I'm just saying that I'm not… I mean, if we need a number so that we can enforce it, then. But I'm just not a fan of just having a number out of a hat, which is virtually what we did. I mean, it makes sense why we went to eight. I totally understand and don't disagree. I'm just saying, you know, who says that eight means I'm using it and seven means I'm not. That's all.

Commissioner Tarkanian speaks:
I liked what you said. That would be two to two. But if you change your mind, then we go with eight. So it's all under your hands now. If not, we gotta get Commissioner Rice back from the courthouse, one or the other.

Chairwoman Hales speaks:
Mr. Hames, did you have more thoughts on this?

Mr. Hames speaks:
If it's one or eight, either way, we could reword it just to give the Director some ability to enforce it, notwithstanding a specific... I mean. I guess I need to know, is it the preference of the Board to say the Director is going to enforce this idea, this concept that permits shouldn't be wasted? Or are we good with what is written here, which says at least eight nights and if you don't hit eight, then the Director can revoke?

Commissioner Tarkanian speaks:
I guess I got a question with that word you just used, wasted or a sham? Because who determines what wasted is?

Mr. Hames speaks:
Well, yeah…

Commissioner Tarkanian speaks:
What if somebody wants to VHR and they said, hey, my family, I want to have a family reunion once a year and they come on out here and I want to have a VHR to do that. Are they wasting it? It might be a waste because it might make more money somewhere else, but it certainly isn't a sham.

Mr. Hames speaks:
Correct.

Chairwoman Hales speaks:
County Manager.

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Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. I'm going to see if I can help. So in 2019, I believe, when I was doing the work with the task force, I had done some sampling of jurisdictions across the nation on this particular topic. It is based on my research at that time, common for jurisdictions that have caps in place, either general caps or percentage based caps for neighborhoods to include a specific day count in the VHR ordinance that a minimum number of nights that it needs to be rented. What I saw most frequently was either seven or 14 days. Almost all of them, it was either seven or 14 and that was based on 2019. So if that helps you get to a number that's acceptable. It is a standard practice for jurisdictions with caps to draw the line at seven or 14.

Commissioner Tolbert speaks:
Then, I'm good. As long as it's not just a number out of the hat, we have something to hang our head on. That's what I'm just saying. Like I said, a number for the sake of having a number doesn't work. But if we're good...

Chairwoman Hales speaks:
Okay, I think we're settling on going with eight at this point in time. The next one is local contact reporting requirements. This was not approved. So I don't think that we're going to override that unless you disagree with me, if you will. Then approved where to post emergency contact. That is just simple language that says post an emergency contact. Yeah, Mr. Strehlow.

Mr. Strehlow speaks:
May I? Yeah. The emergency contact is also noted on the permit so by default, it's posted in a conspicuous place by the door.

Chairwoman Hales speaks:
So this… oh, Mr. Hames.

Mr. Hames speaks:
I think maybe what's worded on the slide isn't being interpreted correctly. So the point I think of contention was, it's on page 782 and it is in paragraph two, and it's the underlined sentence there. The local contact person must also promptly respond to a complainant regarding any questions posed by a complainant. That was, I think, where this was approved by the VHR Advisory Board but the Planning Commission didn't like that requirement. So that's where there was a discrepancy. So it's included in the ordinance because this comes from the advisory board, not the Planning Commission. But if you wanted to discuss, I think that was the hang up on the local contact topic.

Chairwoman Hales speaks:
Thank you, that's helpful. What is your feeling Board, on that? I personally would go with what the Planning Commission did. I don't want to add another requirement. I don't want to make it more complex, right? That's how I feel.

Commissioner Tolbert speaks:
So you're saying not to force the person to call the complainer themselves back?

Chairwoman Hales speaks:
I mean, that's kind of, I think we're talking about theories here and not any real evidence, I don't know.

Mr. Strehlow speaks:
If I may? Mr. Byer had valid points when he talked about it based on his position. In practicality, when we enforce it, I do go up to Tahoe and meet directly with people that complain. And I do bring up often

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to talk, you know, you need to talk to your neighbors. You need to have that conversation. And in most cases, they don't like to talk to their neighbors. They don't want to, you know, the VHR owner won't or the homeowner won't. They don't want to talk to each other. And that's just a fact. That's what actually happens. It's commendable and when it was brought up and talked about, it made sense. But in practice, I haven't seen it work real well. And that's why I have to meet with the complainants to, you know, talk to him and understand what the situation is and sometimes be a bridge on that conversation. So, you know, that's why we have these hotlines to call in a complaint.

Vice Chairman Gardner speaks:
I want to weigh in. It reads the local contact person must also promptly respond to a complainant regarding any questions posed by the complainant. A lot of times I would say that the reason we have an anonymous waste, fraud, and abuse hotline is because people don't want to be recognized for issuing that complaint, right? And the same thing holds true here is that a person, if they think that they're going to be identified, won't necessarily make that complaint. And yet, at the same point in time, we don't want the complainant and the individual responsible for the suspected complaint to get into an altercation. And so that would concern me, I just don't think it's reasonable to put that in code.

Commissioner Tolbert speaks:
I'm going all the way back to my beginning where you're adding legislation onto somebody else again. It's just, I mean, why would you want to force two debating parties to respond?

Chairwoman Hales speaks:
I appreciate the theory, but it looks like we're leaning towards the Planning Commission's version of not moving forward with this. We're going to skip code of conduct. Are we all agreed that parking placards can stay as they are? Speak now or forever… Okay. We already did violations...

Commissioner Tolbert speaks:
Can we address future study? I mean, are we…

Chairwoman Hales speaks:
Would you like to speak to that?

Commissioner Tolbert speaks:
Yeah. Aren't we moving towards a doctrine that we're not going to need future study on? So I'd like to say this could just go away.

Chairwoman Hales speaks:
I agree with you completely.

Commissioner Tolbert speaks:
Okay.

Chairwoman Hales speaks:
Like, maybe in two years or something, or three years. If we want to make tweaks, yes, we'll look at it then, but it's fine.

Commissioner Tolbert speaks:
Correct. Thank you.

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Chairwoman Hales speaks:
Okay, good. We already okayed the violations and compliance changes. Let's take on then the advisory board member requirements. Is everyone okay with the changes that are agreed to by the advisory board and PC? I'm getting head nods, affirmative. So we're good on that. So let's do a responsible renter and then code of conduct and I think we're done.

Commissioner Tarkanian speaks:
So let me get on to the responsible renter for a second. First of all, there should be somebody that has to be on-site that's responsible for what's happening there and the person who signs the contract should be the one. And if not, maybe he can designate somebody. But I want to talk about the Glenbrook thing more so, because that's the exact reason why you should have it in Glenbrook more than any place else. Because Glenbrook Homeowners Association bans VHRs unless a homeowner in the HOA wants to rent a VHR home as a VHR for somebody. Well, I think that person who is requesting to rent a home in the HOA should be required to be there when the home is being rented. Why else is he renting the home if he's not going to be there? There has been talk by a lot of people in the HOA that there are these sham rentals that somebody is saying somebody in the HOA said, hey, I want to rent it, but they're actually getting paid to be the person to request the rental so that somebody else can rent the home. I don't know if you're ever going to stop that or prove that, but one way to minimize it would be to require the person who is making the rental to be there when the rental takes place. I think Glenbrook is even more important than the other VHRs. And I'll tell you what, I love you over there. I loved your comments. I love you shaking your head, agreeing with me. Thank you.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Well, is that where we're going is the minimum age and the renter must be personally... Is that where we're...

Chairwoman Hales speaks:
That's the one we're considering.

Vice Chairman Gardner speaks:
Okay. I mentioned this earlier this week with staff in visiting with Mr. Strehlow. It says renters must be… first of all, the wording is really bad in my opinion. Renters must be personally present during each night that the VHR is occupied. Well, just because the renter is there and stays overnight doesn't mean that's the only time a complaint is going to occur, okay. It could happen during the day. And so, when I look at this code, I'm always looking for, can this item be enforced? Can it be enforced? And I don't see how this particular clause can be enforced. Just because they maybe come in, maybe they've been out into one of the casinos, and they don't get back to the VHR until 2:00 in the morning. That issue could have happened earlier in the evening. What about emergencies? If the individual has to leave the premises and attend to other business? I'm just really, really uncomfortable with this because I just don't see how it can possibly be enforced. I understand what Mr. Byer said in that regard, and I appreciate that, but those are few and far between. If we're going to say this, then maybe I would suggest rewording it to say at least one member of the renting party over the age of 25 must be personally present. You know, that would allow for other individuals that haven't necessarily signed the contract but are over the age of 25. But just because you're over 25, does that mean you're responsible, I mean responsible renter? You know what I'm saying. I know that I did stupid things when I was 26, 27, 28. Okay. And I know my children have also. I suspect they have, I don't want to incriminate them. But I just don't see where this is necessary. I don't think it's been a huge problem. And I think we're trying to fix a problem that doesn't exist, and I'm not convinced that it does or that it's enforceable. So I'm a no on this particular item.

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Chairwoman Hales speaks:
Commissioner Tolbert.

Commissioner Tolbert speaks:
Yeah, this kind of goes back to my earlier one about the number of nights. If what we want to do is have somebody in responsible control, then they need to be in responsible control, not be on-site. This tells me that if I rent this VHR, I have to stay in the VHR. I can't go to the lake. I can't go to the casino. I can't go do anything. I have to be on-site. That's literally what it says. So I don't agree with the verbiage. I think you're right. I understand if our intent is for somebody to be responsible for that unit to be available, then we need to phrase it exactly what we're trying to get. Not say that you have to be there. You know, you have to be under responsible control of it. Because if the entire family goes on a boat trip and there's nobody in the VHR, then are you still in responsible control for the VHR? Yes, because it's locked up and you left. So the wording of it is, I mean, words matter. And so that's where I get hung up with this. I understand what you're saying and I don't disagree with that. But I feel like there's got to be a better way to phrase this to get somebody, you know, the intent is that somebody is there. Whoever's renting it is responsible, is available should something happen, not necessarily be in the residence at the time. So that's really my hiccup there.

Chairwoman Hales speaks:
I concur with Commissioner Tolbert and Vice Chairman Gardner. I think that Mr. Aynesworth's language was on the right track. Have the renter designate a responsible person to be in charge who is over 25, 25 or older or whatever. To me, 25 is, you know, their brains are formed mostly by the time they're 25. They have to be 25 to rent a car. I mean that sort of makes sense to me. Does that give you enough to go on, on that point?

Mr. Strehlow speaks:
Yeah. I mean, the code also requires the homeowner who's ultimately responsible for the property anyways to keep a registry of 25 and older renters that rent on any specific weekend and they have to supply it upon demand. So that's in the code right now.

Chairwoman Hales speaks:
So that would address the situation Mr. Byer talked about where there are a bunch of 21-year-olds, 20-year-olds were drinking.

Mr. Strehlow speaks:
Yeah, that one's a little… Mr. Byer was referring to a person that was, how do I say this, the renter texted that he was 25 or older. The homeowner believed him. That's what ultimately happened. And so there was no adult in the house for that rental weekend and the Sheriff showed up. A whole bunch of stuff happened, and they don't have a permit anymore. So, you know, we dealt with that. But to Commissioner Tolbert's point, there is a registry that they're supposed to have, they're supposed to maintain. And in this specific instance, they didn't on the appeal that I just mentioned. They didn't have anybody, they were 20 or 19.

Chairwoman Hales speaks:
Mr. Hames.

Mr. Hames speaks:
So just to clarify, I gather that the majority want that provision removed entirely.

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Chairwoman Hales speaks:
I think that Commissioner Tolbert and I would be okay with if you feel that it's necessary and not already included, that there be a requirement that there be a designated responsible person, not to be on-site at all times or anything, but there's a responsible person 25 or older. If that's already in there, it's already in there.

Mr. Hames speaks:
What's in the code currently is that you have to be over 25 to rent, and that the owner must maintain a registry of all renters. So if there's a problem, then we can go to the owner and say who was renting that? That person was parking cars everywhere. They were very loud. We want to fine that renter. The owner would be able to provide a registry and a copy of a driver's license, but we don't have anything in code specifically that requires the renter be there each night that it's rented or anybody for that matter. So what you could do now is if I lived in Glenbrook, for example, or really anywhere in Tahoe, I could rent a house because I'm over 25 and I could let my friends or family or whoever stay there so that they could stay at Tahoe while I'm at Tahoe. But as Mr. Byer pointed out, none of those people would necessarily then have received any of the renter rules. So the idea was, sorry, AJ, we're not going to let you rent houses unless you're going to stay in there because we want a renter in there who's actually read the rules. So it's just a balancing of those two considerations. Do you want people to be able, who live at Tahoe, or anybody to rent a house for their friends and family, or do you want to make sure that the actual person inside the house is the one who rented it, who's read the rules? Those are the competing policies.

Chairwoman Hales speaks:
I believe Commissioner Tolbert and I are on your left hand. The first option.

Mr. Hames speaks:
Which is to… Sorry, I lost track of my hands.

Chairwoman Hales speaks:
Require that there be a responsible person who knows they're in charge. That is in charge, that is 25 or older, who knows that they're in charge of the rules, and they don't have to be on-site all the time, but it prevents the home from being abandoned to hooligans who are underage and haven't read the rules. Sounds to me like there might be a little gap in that area that we could plug. Not requiring the renter, but requiring a responsible person. Is that right?

Commissioner Tolbert speaks:
With the way he explained it, I'm a little more leaning the other hand in that you're right. I agree it should be rented to the person that is habitating the rental. I think that is true, but I don't think it should be phrased in such that they are the person staying on-site. Right. Because that says I have to be in the home. I agree to that point that somehow there's got to be phrasing in there that puts that together. Because to the Glenbrook thing, if I'm bringing my family in the house and it's Thanksgiving, I'm going to have Thanksgiving at my house. I'm not going to put it in the VHR. So you're saying I have to go have my celebration in the VHR. So that's where I'm saying I have it in mine. And at that point, the VHR would be empty because everybody would be in my home. They're sleeping in the other home.

Commissioner Tarkanian speaks:
No, but the person who rented it, is going to be there because they're having Thanksgiving at his home.

Chairwoman Hales speaks:
They'd be in the neighborhood, but not at the rental.

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Commissioner Tolbert speaks:
Right.

Commissioner Tarkanian speaks:
I didn't say the rental. The person renting it should be home in his home or the neighborhood or wherever so they don't have these shams where they rent it out to somebody they don't know just so the property manager can get a rental, and the homeowner can rent it to somebody, and the guy who's doing it is getting a kick back.

Commissioner Tolbert speaks:
I agree. I'm with you now on that. So yes, they need to be in responsible control. I don't know what other word to use for that, but they need to be there to be responsible. They don't have to be in the house, but they need to be adjacent in the vicinity. I mean…

Chairwoman Hales speaks:
Vice Chairman Gardner wants to speak.

Commissioner Tolbert speaks:
Whatever word that is.

Vice Chairman Gardner speaks:
Once again, we're chasing a problem that doesn't exist, okay. That doesn't exist. And my concern is that we're trying to provide our legal counsel and our Program Manager here with some ideas and concepts, so how many times are we going to have this come before us? Because if he creates something and brings it back to us and we still don't like the verbiage, we're going to have to change it again. And this is going to delay this into ’26 or maybe even ’27.

Commissioner Tarkanian speaks:
Because you say the problem doesn't exist, doesn't mean it doesn't exist. And you know, you cut off…

Vice Chairman Gardner speaks:
Ernie said it doesn’t exist.

Commissioner Tarkanian speaks:
Ernie, do they think that in the homeowner's association? I'll get you the names of the people that have told me about it. And you know what, it's just like, I love this because we got this really conservative Republican community right here that many of you guys believe that there's voter fraud that takes place and then the Democrat answer is, well, there's no problem there, we haven't proved it, you haven't shown any of it because you don't go… *(inaudible comment)*.

Chairwoman Hales speaks:
Wait, wait, wait. Stay on topic.

Commissioner Tarkanian speaks:
This is on topic; it's called an analogy. And the analogy is if you don't investigate it and you don't look into it, you're not going to find the problem. But there are people who live in Glenbrook and I'm talking about the homeowner's association, not outside, who believe that it's being abused because the homeowners who are renting it aren't renting it to people that they know. They're renting it to people that the property manager has ask them to do so, so they can get a kickback. Now, Vice Chairman Gardner, you may not believe it's there.

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Chairwoman Hales speaks:
Okay.

Commissioner Tarkanian speaks:
Well, you know...

Chairwoman Hales speaks:
I'm going to ask Mr. Strehlow, have you had any complaints to this effect?

Mr. Strehlow speaks:
I'm trying to follow…

Vice Chairman Gardner speaks:
(Inaudible comment) to a 25-year-old person, under 25….

Commissioner Tarkanian speaks:
I'm sorry. That's not the question. We're talking Glenbrook now aren't we? Are we talking about the 25-year-old? Which one did you ask? Well, listen, we were talking about the Glenbrook.

Vice Chairman Gardner speaks:
No, we were talking about the 25-year-old.

Commissioner Tolbert speaks:
Yeah. It's kind of all together because it exempts… Yeah. But the Director did mention that it was rented by somebody else and not who, so there wasn't anybody necessarily in responsible control. So that did happen. And I keep using that. I still don't have another word for it. So I'm not trying to push my phrasing.

Chairwoman Hales speaks:
Well, except that Ernie's told us, Dr. Strehlow told us there's a bunch of other considerations in that case anyway. And so the question is, is this a common problem? Is this a problem? Is this a solution in search of a problem or the other way around?

Mr. Strehlow speaks:
I'll answer the specific question. I don't recall a situation coming up where somebody's renting that's 25 or older and not on the property and there's other people there. But then, you know, I may not have gotten a complaint on those type of properties. As I mentioned earlier, the issue that Mr. Byer talked to was we were able to search the registry and there was no 25 or older registry for that property. So he got one of many fines based on those problems. So how we've currently handle it, and it's the only situation that I can remember that we had this specific problem is that the renter, the homeowner, the property manager is required to keep a registry of 25 year old or older of those that are renting, and I think the term is responsible in the code, that is renting the property. We don't track if they leave, they go away, go on a boat trip. I don't know how to track that. I guess we could, but currently it's not current practice that we track that kind of movement.

Chairwoman Hales speaks:
So, what I suggested, do you want to change your position, Commissioner Tolbert? We had a whole Glenbrook sidetrack that confused everybody. And, yeah.

Commissioner Tolbert speaks:
I guess can you restate where we're at? And then I will say so.

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Chairwoman Hales speaks:
What I thought we were ending up at is we have the renter designate a responsible person that's in charge, who's 25 plus, who will have to be familiar with the rules if they're not going to be there, if the renter is not going to be there. I feel like that's a middle of the road common sense solution. You're okay with that? Can you live with that, Vice Chairman Gardner? You're a no on it, Commissioner Tolbert, I mean, Tarkanian? Could you live with that?

Vice Chairman Gardner speaks:
Making that entire strike?

Commissioner Tarkanian speaks:
Inaudible comment.

Chairwoman Hales speaks:
Okay. There you go.

Mr. Hames speaks:
Can I ask a clarifying question, Madam Chair?

Chairwoman Hales speaks:
Yeah.

Mr. Hames speaks:
So currently, the owner is required to keep a registry of renters, not guests. Not every single person. Just whoever they rent to, that person, they get their license, they confirm they're over the age of 25, and they maintain a registry for two years. We can revise this language so that the renter or a designated person who is also over the age of 25, who's familiar with the rules be present. But there is no mechanism to confirm who that designee is in code. So Code Enforcement can ask the owner for a registry of the renters but they're not necessarily going to also have separately a registry of responsible parties unless you were to also require that of the owner, that they would have to maintain that record as well.

Chairwoman Hales speaks:
So we would be enacting another list, another requirement.

Mr. Hames speaks:
Well, you wouldn't have to. But I'm just telling you that if the renter has to designate a person, to whom are they designating? Because they're not designating to the County...

Chairwoman Hales speaks:
Oh, I see.

Mr. Hames speaks:
And if they are designating it to the owner, the owner doesn't have to do anything with that. He's not required to keep a list or even write the name down. It's just a little, it's easy for Code Enforcement to say who was your renter? But unless we require that as well, they're not going to be able to say who is your designee or designated responsible party.

Chairwoman Hales speaks:
Well. I'm sorry to do this to you, but I feel like we kind of ended up in a sort of a majority direction. And we trust you in your skill and wisdom to figure out what works best with that thought.

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Commissioner Tolbert speaks:
So can I put this in, like a public safety situation? Somebody has rented it for family. We have, an evacuation happens. We contact the owner. The owner contacts the person who's not there. How are we going to make sure that those 12 people that are in this house are going to get evacuated? That's, I guess, where I'm headed with this responsible party issue. How do we make sure, how do we know that we're actually getting, you know, able to contact whoever needs to be contacted? And that's just one scenario. I mean, there could be a million, but I guess that's kind of where I'm at. I don't know if that helps.

Commissioner Tarkanian speaks:
Or are we debating whether we should have a responsible person identified who would be responsible for what's happening at the home? Is that what we're debating?

Chairwoman Hales speaks:
Well, we use the word designate but now you use the word identify which might be a better word. But we're leaving that to Mr. Hames and Dr. Strehlow.

Commissioner Tarkanian speaks:
But isn't that, you guys don't think that's crazy that we're sitting here as a Board that's going to say we don't have a 25-year-old designated to be responsible for the rental of a piece of property, of a home in a residential neighborhood that they don't live in? We shouldn't even have anybody designated? Is that how it works now?

Chairwoman Hales speaks:
I didn’t follow your question.

Commissioner Tarkanian speaks:
Well, I'm just trying to figuring out where… I've been talking about Glenbrook. You guys are talking about this whole thing here and it's stunning to me if I'm hearing this right. We do not require, County code does not require a 25-year-old to be designated as a person responsible who rents his home. It's like if you rent a car.

Chairwoman Hales speaks:
No, we do.

Commissioner Tarkanian speaks:
Okay, but they don't have to be there is what you're saying.

Chairwoman Hales speaks:
There's nothing in there that says they have to be.

Commissioner Tarkanian speaks:
They don't have to be there 24/7, but they should be responsible and they should be staying there. I mean, shoot, if they go out for wherever, they go out for wherever, but summers, hell, if you rent a car, you got to be 25 or older and be responsible for it. And if somebody uses it, you're responsible for it.

Chairwoman Hales speaks:
We've already discussed those scenarios that there are legitimate scenarios that would result in that situation. We want to give the renters the flexibility to identify a responsible person so that they don't have to be there every single night of, say, a 14-day stay. That's what we've arrived at. I think that's where the majority is.

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Commissioner Tolbert speaks:
Right. And I think that rolled over with the Glenbrook thing, saying that the owner needed to be there, right? I think those two things were tandem.

Chairwoman Hales speaks:
Mr. Hames.

Mr. Hames speaks:
Just to make sure I understand, basically you want the owner to ask the renter, are you going to be there? And if the renter says, no, I'm actually just renting it for my uncle, then the owner is supposed to say, well, then, you know, I need the information from your uncle. Basically, that's what you want.

Chairwoman Hales speaks:
Yeah.

Mr. Hames speaks:
Okay.

Vice Chairman Gardner speaks:
And vice versa. It could be, and I'm going to weigh in on this…

Chairwoman Hales speaks:
But we're going to keep it short because we're all very tired.

Vice Chairman Gardner speaks:
Yes. But they could also say, no, I'm renting it for my 19 year old son. Well, no, that's not acceptable, right?

Chairwoman Hales speaks:
That's right.

Vice Chairman Gardner speaks:
I mean, it could happen the other direction. Not just renting it for my uncle, I'm renting it for my nephew, who happens to be 23. No, I'm sorry, that's not acceptable.

Chairwoman Hales speaks:
Have to be 25. Yeah. Okay. I think we're good. We're moving on. Well, if it's already there, then massage it a little bit to do that next little bit that we think should be there. And if you can work it in that way, that's great. The fewer changes, the simpler, the better. Then the last thing we have not talked about is code of conduct. I want to start with the idea. Are we all okay consolidating these rules in the code of conduct, as was explained by Mr. Hames? Yes, we are all okay with that. Then, are we all okay with everything except the odors? Is everyone okay with the lewd, obnoxious, what is it, disorderly, lewd, or indecent behavior?

Commissioner Tolbert speaks:
I'd like to confirm that that's already County ordinance, right? No?

Commissioner Tarkanian speaks:
This is where this came up. This guy decides he's going to go piss off the balcony. And our County Manager said, that's not against the VHR code. It's only the Sheriff would have to arrest him. Well, the

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Sheriff's not going to get a guy to get out there and arrest him for that so we decided to add this into the code that it would be a violation of the ordinance to do that.

Chairwoman Hales speaks:
Dr. Strehlow, does this help you implement what you think we want implemented if we put this language in there?

Mr. Strehlow speaks:
Absolutely. Sure.

Chairwoman Hales speaks:
Does anyone disagree with including disorderly, lewd, or indecent? All right.

Vice Chairman Gardner speaks:
I don't disagree with it. Once again, I'm asking about enforceability of it, okay. Obviously, if you're going to claim disorderly, lewd, or indecent behavior, there's going to have to be more than a he said, she said.

Commissioner Tarkanian speaks:
How about a video of it to watch what happened?

Vice Chairman Gardner speaks:
No. That's what I'm trying to allude to, Commissioner Tarkanian. I'm not disagreeing with you. But it can't be me saying, oh, I saw this, okay. You need a video.

Commissioner Tarkanian speaks:
With any violations they have to have proof of it. I mean, the noise violations too.

Chairwoman Hales speaks:
Dr. Strehlow already told us it helps him implement what we want implemented. So we're good leaving it in there. Then we're down to one question. Do we include odors in the code of conduct?

Commissioner Tarkanian speaks:
May I ask a question to our County Manager, I mean, our Assistant District Attorney? Can you go smoke marijuana outside a hotel, like in Stateline? Can they? I understand you can smoke it on your property, we talked about that already. But can you, if you're like renting a room in a hotel, can you go down in front of the hotel and smoke marijuana?

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Well, there's a distinction between just a hotel and somebody that has a gaming license. Without looking, I think there's a restriction on gaming. AJ, do you happen to know?

Mr. Hames speaks:
As far as I know too, marijuana consumption is legal, but public consumption was not legal.

Mr. Ritchie speaks:
Yeah.

Commissioner Tarkanian speaks:
That's the point I was making. You can't go on the street and smoke it outside a casino or a hotel, I would think. Right, because that's public.

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Mr. Hames speaks:
Yeah. Unless there was a, I haven't been a prosecutor for three years now, so I could be...

Commissioner Tarkanian speaks:
I know they change everything so fast. You never know.

Mr. Hames speaks:
As of three years ago, the rule was you can smoke marijuana in your house and if you're in a private place, go for it. But if you're in a public park, for example, no, it's prohibited.

Commissioner Tarkanian speaks:
So I guess that's where I go. And you guys, again, I've been the minority of the Board. I think they're just going to call me that from now on, Commissioner minority. But I think if you're running a home, you don't live there, you're more of a tourist. You're more of a transient person. That's not really your home. You're renting the home, and you shouldn't smoke marijuana outside that home, meaning the front yard, the backyard where your neighbors are seeing it because you don't have to… That person who's smoking it doesn't have to address that neighbor, except for that short period of time. They don't have to be neighbors with that person because they're going to leave and not come back. And all they do is affect the neighbor. So that's why I think at least you should have marijuana. I don't know how you generate odors. I mean, that's a pretty general… I'll tell you what, you should have... I'm not going to say that, my wife will kill me, but my, never mind, never mind.

Chairwoman Hales speaks:
Well, can I suggest, I like what Commissioner Tolbert, his general approach is, let's just say what we mean. I think what we mean is we don't want people smoking in a way that gets in their neighbor's windows, am I right? That's what we don't want. I mean, we don't care if they cook kimchi and it stinks. We don't care about that. And who would even know is that a bad odor or not? Maybe it's a great odor or whatever, curry or whatever thing, broccoli, I don't know. We don't care about that. What we care about is we don't want cigarette or marijuana or cigar smoke going in the neighbor's windows. And in Tahoe, where there's no air conditioning and it's hot, you want to keep your windows open at night. This is a conceivable problem. I personally would delete not generate odors and just say renters and guests may not smoke marijuana or other where it will impact the neighbors. Is that a thing that could be doable?

Vice Chairman Gardner speaks:
Are we not… okay. You shake your head, yes, it's doable. We are not the owners of these properties, and I do not like smoke odor. I don't like marijuana smoke odors. I did attend the Billy Strings concert, the very first sold out concert at the Tahoe Event Center. 5,000 people. And I was up in the LTVA booth, and trust me, there were people there smoking marijuana. I can attest to that. Okay. Did I like it? No, I didn't, okay. Did I like the music? Yes, I did. So I tolerated it. But are we telling an owner of a property that, and I know that there are, for instance, Ms. Romain who sits on this VHR Board, she has VHR and she doesn't allow smoking in her unit. However, she allows smoking outside of her unit, and she asks her guests to do that. Do we have the ability to tell an owner who doesn't have a problem with people smoking in their VHR that they can't allow smoking in their VHR? Do we have that authority, Mr. Hames?

Chairwoman Hales speaks:
That's not what I want to have happen. If they want to allow smoking inside, that's fine. We just don't want…

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Vice Chairman Gardner speaks:
But those odors can permeate over to another property. If they're out on the balcony at Ms. Romain's house and those odors can permeate over to the next apartment because she doesn't have an individual house that, I think she lives in a multi-family complex.

Commissioner Tarkanian speaks:
You changed what she said. Her statement of what she said was something that would adversely affect the neighbor. So, you know it could permeate out. But if it's not, and there's going to be a reasonable standard, personally affect the neighbor that's different. I mean, I wish Mr. Hames would have spoke up on that, but of course we can pass regulations to protect the peaceful and quiet enjoyment of a neighborhood from a renter. And that's what this is. I thought what you said, Chairwoman Hales was perfect, and I'm all for that.

Chairwoman Hales speaks:
Commissioner Tolbert.

Commissioner Tolbert speaks:
So trying to keep this straight in the lane, basically what we're doing is we're taking a residential unit and allowing it to be commercial, right? Basically, because we're allowing it to short term rental, which is hotel use, which is, I think, what you said before. So it should be consistent with the hotel use. If it's not allowed in a public space, aren't they creating the exterior of this VHR as basically a public space since it's now a hotel room? I don't see why we can't say there's no exterior smoking, because that could be adverse. But I love cigar smoke personally. I don't like hearing you say that. But I agree that that is a potential.

Chairwoman Hales speaks:
In my version it's not no exterior smoking. If you're on a very big lot and your smoke's not going to carry to the neighbor, that doesn't violate. If you're smoking in a way that can impact the neighbor, that can be a problem.

Commissioner Tolbert speaks:
But now you're splitting hairs and making it hard to enforce. I almost want to leave...

Chairwoman Hales speaks:
Can you enforce that?

Mr. Hames speaks:
Laws like that are usually enforced at a reasonable person standard. So, you know, if you're standing right outside someone else's window smoking, that's probably unreasonable, right? That would be, we could enforce. If you're standing in the middle of an acre, that would probably be reasonable, we would not try to enforce. And then anything in between, you know, you kind of got to use judgment. But it's a reasonable person standard.

Commissioner Tolbert speaks:
How's that working with the noise?

Mr. Hames speaks:
Pretty well.

Chairwoman Hales speaks:
Actually, really well. Did you see the complaints? Yeah.

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Commissioner Tolbert speaks:
That's what I'm saying. That's working with noise, the reasonable standard. Then it seems to me if we want to prohibit the smoking that's going to affect the neighbors, then run it the same.

Chairwoman Hales speaks:
I think we're done. Are we done? Okay, I want to say a couple things super, super quick. We're delving into tweaks and it may seem like we're unhappy; we are not unhappy, we are very happy. I am very happy with how things are going with VHRs. The fact that noise complaints went from 14 last year to six this year. The fact that we are leveling off in our numbers, I just think this ordinance is working really well. I am sorry that we needed to do any changes, but I do think these are improvements, and since we did have to make some changes, it's good to make some improvements. And so I'm very pleased.

Commissioner Tarkanian speaks:
Can I ask a question?

Chairwoman Hales speaks:
Yes, sir.

Commissioner Tarkanian speaks:
So one of the biggest issues that we've had was ability to enforce the regulations that are there. Are we doing anything to change that? I think we talked about having somebody on-site, up at the Lake during the summer hours. Can you at least address what you've been doing to try to enforce it? Because to me, that's the biggest issue is enforcement of these regulations.

Mr. Strehlow speaks:
We do have an office up at Elks Point at the Fire Administration building. We have a person that works up there during the week and nights and weekends during the summer between Memorial and Labor Day weekend, that's when usually our issues are.

Commissioner Tarkanian speaks:
You just started this, right? Recently?

Mr. Strehlow speaks:
I'm sorry?

Commissioner Tarkanian speaks:
This is a recent thing, right? In the last year or not?

Mr. Strehlow speaks:
This has been a two year program so far. And then he does nights and weekends also during the Christmas season, because we get the snow vacations and we get problems up at Heavenly. So we decided to continue that every year. But it's been, I think, and from the reports that Michael has given us, it's been enormously successful. You know, him being up there. He's squishing the bug before it gets to the Sheriff level or the neighbors get interrupted. So we wish it was zero. I don't know if we're ever going to get there, but we're certainly trending in the right direction.

Chairwoman Hales speaks:
The last point I wanted to make is, I hope that you will work very hard to make these changes as clean and simple for permit owners as possible and I trust that you will do that. Anything else, Commissioners? Okay.

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Vice Chairwoman Gardner speaks:
I also want to recognize that, yes, we're making tweaks, which is a lot better than we've experienced. Certainly, Commissioner Tarkanian and I have fought through this issue for five years now, right? Four or five years. And we appreciate the job you're doing. I think once again, our code is a model for other counties, which is commendable. So, thank you for the job you're doing.

Chairwoman Hales speaks:
We have a question from the Clerk.

Michelle Pablo, Senior Deputy Clerk, speaks:
Thank you. I just need a point of clarification. Is this still going to be an intro or does this need to come back? It does. Okay, thank you. I needed that. Thank you.

Chairwoman Hales speaks:
All right. Thank you very much, Dr. Strehlow and Mr. Hames. And many thanks to the VHR Board and the Planning Commission for their diligent work.

RESULT: DISCUSSION HELD.

COUNTY MANAGER

15.1 For possible action. Discussion on Douglas County's selection of a nominee to fill the vacancy of the unexpired term in Nevada Assembly District 39 based upon Nevada Assembly Minority Leader Hafen's submission of Mr. Blayne Osborn as a qualified nominee pursuant to NRS 218A.260 and 218A.262. The selected nominee and the nominee selected by Lyon County will be considered for appointment during a joint board meeting of the Douglas County Commissioners and Lyon County Commissioners pursuant to Nevada law. (Amy Burgans, Clerk-Treasurer and Cynthea Gregory, DDA)

Administrative Agenda Item 15.1 was heard after Administrative Agenda Item 12 and before the lunch break.

Chairwoman Hales read the agenda item into the record.

Cynthea Gregory, Deputy District Attorney, speaks:
Thank you, Madam Chair. As you probably all know, I do work with Amy Burgans, the Clerk-Treasurer, and she asked me to present this item on her behalf today. This item is a little bit unique, at least to Douglas County and as you stated, what has occurred is Ken Gray, who was Assembly District 39's Representative, did resign in August of this year to accept a position in the President's administration and therefore a vacancy has occurred. The Governor did call for a special session, and once that happened, it kind of triggered these provisions where the Minority Leader, who is a Republican, provides the names of a nominee or nominees to the two counties that compose District 39, which is Lyon County, as well as Douglas County. Minority Leader Hafen has nominated Mr. Blayne Osborn. He is here in the audience. Additionally, I would just like to advise you that Lyon County this morning did select Mr. Osborn as their nominee. Depending on what happens here today, either way, this item will move forward to November 6th, where I know the County Manager and the County Manager from Lyon County are coordinating a joint meeting. And then at that time, the nomination will actually either be selected for the appointment or it will have to go back to the Minority Leader requesting additional names. I'm happy to answer any questions.

UNAPPROVED

Commissioner Tarkanian speaks:
I had one.

Chairwoman Hales speaks:
Commissioner Tarkanian.

Commissioner Tarkanian speaks:
That's what I was going to ask you. Is it by statute that the Minority Leader of the party designates the person? I was wondering why the Minority Leader is telling Douglas County who should be the representative.

Ms. Gregory speaks:
It is by statute. It depends, right. So a Republican or a Democrat, he was a Republican, so either the Majority or Minority Leader from that party would do it. If it was, for example, an Independent, then this Board would have had an application process as well as Lyon County. But since it was a Republican and there is a Minority Leader, per statute, the nomination comes from the Minority Leader.

Commissioner Tarkanian speaks:
I just thought it was an interesting statute that someone from Nye County would tell us who we should have representing us.

Ms. Gregory speaks:
Like I said, it's a very unique situation and the statutes are really interesting, I agree.

Chairwoman Hales speaks:
Other questions? Okay.

Vice Chairman Gardner speaks:
Wait, I'll weigh in.

Chairwoman Hales speaks:
Sure. Okay. Well, let's not weigh in yet. Let's just ask questions. And I want to invite Mr. Osborn to take a few minutes to, and then we'll also seek some Public Comment and then we'll weigh in. So welcome, Mr. Osborn. We appreciate you joining our meeting.

Blayne Osborn, Nevada Assembly District 39 nominee, speaks:
Thank you. Good morning, Commissioners. Thank you all for being here and for making this a consideration today. I'll keep my comments very brief out of respect for your time and probably want for lunch. It's just an incredible honor for me to even be considered for this role today. I want to thank Assemblyman Gray for his service and for his guidance throughout this process. He and I were able to work closely together during his legislative sessions. I've worked in the legislature every legislative regular session and special session since 2009. With the upcoming special session, I think it's just critically important that we have somebody who's ready to go from day one and ready to represent Assembly District 39. I know the process, the people, and the issues and I look forward to representing this district, if approved, from Topaz to Tahoe to Silver Springs. With that, I would happily stand for any questions.

Chairwoman Hales speaks:
I see no questions for you, Mr. Osborn. Thank you for those comments.

UNAPPROVED

Mr. Osborn speaks:
Thank you.

Chairwoman Hales speaks:
We will turn to Public Comment then. Is there any Public Comment on this agenda item? I see no Public Comment, so I will close Public Comment and come back to the Board for deliberation or comments on this agenda item. Commissioner Tolbert.

PUBLIC COMMENT- none

Commissioner Tolbert speaks:
Thank you, Madam Chair. I've not held back on this issue that I have not made it a point in my serving so far on this Board of looking up the hill. I've been very much focused on what goes on inside of Douglas County. And it's very clear to me that this decision is going to be huge for Douglas County, potentially, in this upcoming special session. So I have done a lot of outreach. I've done a lot of gathering of information to make sure that this is appropriate and the best part moving forward. And the very first thing that was an issue for me was that there was only one name brought forth. I've been asking around, finding out what's going on. Why is it seems like, it says a list, but it doesn't require a list of more than one. So, exactly what I thought. Why is there only one person being brought forth by this, by somebody who's not even in our area? But to, I guess your credit, Mr. Osborn, it seemed like there was a majority of people in that room that all simply agreed that your name was a potentially good one, and they didn't have another name that would do well. I've also considered who else might be out there. What, us nominating somebody now might potentially affect the upcoming election and I see for me personally, this is a double edged sword for you should you get appointed, because now you're going to have something on record based on how you do both ways. So, it could work either way. So I see that as a zero in my opinion that it's not necessarily a recommendation because when it comes to election time, when the candidates come out that will be a totally separate idea. So, not necessarily an endorsement moving forward, but, somebody who I would expect to be able to hit the ground running that you can become effective. Me as a freshman here at this Board, I know that when I first started, I very much sat back and absorbed before I feel like I stepped forward to actually making contributions. And in a special session, I don't think we can afford that. We need somebody that's able to jump in and run which brings me to the next question of why we didn't have maybe a previous assemblyman brought forth in that position. But, the fact that you're in there today and know the players today, that's a potential asset for Douglas County. So, I've worked a lot of diligence on this part for my part and research, but I guess, should you get the approval from this Board, I would like to remind you that you will be representing Douglas County and parts of Lyon, and that we have issues that potentially could come up in this session that are very important to us, including the China Spring Youth facility, including funding for Douglas County, the opioids. A lot of those things that are being held up, that are maybe not critical, but vital to us moving forward. And we would expect you to stand strong in the defense of those programs. And remember that, you know, you're now here for the people. And I think that's all I have to say on that point.

Commissioner Tarkanian speaks:
I had one comment. I'm not sure if you were saying that the fact he gets appointed is two sides on the sword because of a reelection? Being an incumbent is always better. Okay. So forget the voting record. It's going to be a big advantage. And that's the only negative we're talking about is somebody who's declared to run for office and I'm sure that person doesn't think this is fair. But it seems like according to the statute and what we're allowed here, we have one name to consider.

Chairwoman Hales speaks:
Vice Chairman Gardner.

UNAPPROVED

Vice Chairman Gardner speaks:
I have a disclosure that I need to make, and I'm sure that Blayne is aware of this, okay. When I was first in the County, I served as the Chairman of the Carson Valley Friends of the NRA. And Mr. Osborn was the Treasurer of that organization. So I had several years that I worked with him in that capacity. So I need to make that disclosure. That won't have any impact on my vote today. So I don't believe that takes me out of the mix here, I don't believe, Ms. Gregory.

Ms. Gregory speaks:
So currently you're not serving on that board?

Vice Chairman Gardner speaks:
No.

Ms. Gregory speaks:
And obviously, are you still currently on the board?

Mr. Osborn speaks:
I am.

Ms. Gregory speaks:
Okay, but there's no conflict since both of you aren't on the board at the same time. And with regards to the disclosure, I believe that was appropriate. And it sounds like you believe a reasonable person would not think that your judgment is materially impacted, so there's no basis for abstention.

Vice Chairman Gardner speaks:
Thank you, Ms. Gregory. I want to take an opportunity then to say, you know, I appreciate the time that you served both as an Assembly Aide and as a Senate Aide. I don't know if people understand that process, and for 16 years, pretty much, but an individual to serve in that capacity has to take a leave of absence from their employment for those 120 days that the body is in session. So, I want to compliment you and thank you for that service for that 16 years. The rest of my comments, I don't want you to take personal, please, okay? I have to admit, personally, I'm disappointed in the timing and in the review of these NRS statutes. Ms. Gregory, you alluded to the fact that these statutes, and quite frankly, this is a conversation I also had with Mr. Osborn a couple of days ago, they are as clear as mud. They're as clear as mud. And I've tried to discern that process through our Governmental Affairs Manager, Jennifer Berthiaume, through the NACO organization, and you can ask five lawyers in a room what that all means, and you'll probably get ten opinions, right? So, it could mean this, or it could mean that. It could mean this. It could mean that. I'm very disappointed in the timing because we knew about this vacancy since August, okay. When Mr. Gray called me and talked with me about this and asked permission to actually submit my name to Mr. Hafen, Minority Leader Hafen of the Assembly. And I felt at that time, and continue to feel that my best role for Douglas County is in the role that I serve on this Board. And so, I asked him to go looking for others. Okay. But once again, we've known about this process or this opportunity or this need since August and I understand the Governor did not want to necessarily call a special… and he wouldn't have asked for this appointment, I understand also, if there wasn't going to be a special session and would allow the election process to play out, as it normally does in March with a filing. And now we're under the gun. We're under the gun because he has called a special session and we're time sensitive. And if we don't do this, one house will go into a super minority, and that's not good for government. It's not good for government, in my opinion, regardless of the party. It's not good for government to have one party in a supermajority. So, I think it's important, and as we go forward, going into this, maybe not this special session, but going into the session that will be called in normal circumstances in 2027, is that either through NACO or the person who should be successful in the upcoming election for Assembly, I want to work with that individual to clean up the language in this particular bill. I think it's important, because

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although it involves two counties here, we need to clean that up so that it's a very clear understanding for a layperson to pick that up and understand exactly what the process is. So anyways, thank you for stepping forward and putting yourself out there to be part of this process. So, thank you.

Chairwoman Hales speaks:
I will just say briefly that I followed your campaign, when you ran two years ago, I guess. So I'm familiar with your position on the issues. I'm familiar with your qualifications, and we've spoken a number of times, and I am very comfortable supporting you and voting for you. I am very pleased we have someone who is ready to go. And with that, I will look to the Commissioners for a motion.

Vice Chairman Gardner speaks:
Did we have Public Comment?

Chairwoman Hales speaks:
We did have Public Comment.

Vice Chairman Gardner speaks:
Okay. I have the recommended motion in front of me. So okay, Madam Chair, at this time, I move that the Board of Commissioners confirm Blayne Osborne as Douglas County's nominee to fill the vacancy of the unexpired term in the Nevada Assembly District 39, based on Nevada Assembly Minority Leader Hafen's submission pursuant to NRS 218A.260.

Commissioner Tolbert speaks:
I'll second.

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

Mr. Osborn speaks:
Thank you all.

Chairwoman Hales speaks:
Yes. We will hear this item again jointly probably in a virtual meeting, a virtual joint meeting probably, with Lyon County in three weeks. Three weeks from today.

MOTION TO: Approve to confirm Blayne Osborn as Douglas County's nominee to fill the vacancy of the unexpired term in Nevada Assembly District 39 based upon Nevada Assembly Minority Leader Hafen's submission pursuant to NRS 218A.260; carried.

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

Chairwoman Hales speaks:
With that, we will adjourn for lunch. And we will reconvene right at 2:00 PM. We will hear the stormwater agenda item and after that we will hear the VHR agenda item.

A lunch break was held.

UNAPPROVED

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

Administrative Agenda Item 15.2 was heard after Administrative Agenda Item 14.

Chairwoman Hales read the agenda item into the record.

Chairwoman Hales speaks:
Commissioner Tolbert.

Commissioner Tolbert speaks:
Thank you, Madam Chair. I don't have a whole lot to report other than just the Carson Water Conservancy District meeting we had yesterday. Douglas County hosted it. I believe that went really well. They toured the Jacks Valley Ranch and then also toured VIP Rubber and we got to see some of the water conservation tactics that they're using in their process there. So that was good. But we got the news that Ed James is going to retire, so they're going to be putting out soon for a new General Director, I think is the term. So, that's going to be a very hard to replace but it's got to be done and good for Ed.

Chairwoman Hales speaks:
Commissioner Tarkanian.

Commissioner Tarkanian speaks:
Not on the boards, but certainly had a good time with all these wonderful events that they've had in Douglas County the last few weeks. And then this upcoming, it's Heritage Day, right, in Genoa. What do we have in Genoa this weekend? The Harvest Festival. That goes along and just one thing after another in this wonderful community. So we look forward to having that.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you, Madam Chair. Our Visitors Authority, Carson Valley Visitors Authority, which I'm assigned to was last Friday. And if you look in your baskets, I provided a copy of all those supporting documents for the Visitor's Authority in Carson Valley. So I entertain you to go ahead and take a look at those. It talks about all the financials, certainly, of where the money is coming from and where it's going. Anyways, I'll continue to provide those on a monthly basis. I did attend a Stormwater Workshop that we had last Monday in TRE, Topaz Ranch Estates, and I thank staff for coming down and doing that. I think it was very beneficial. And I didn't really hear any negative comments that evening either on this. So that was encouraging. As a result of what happened on September 25th and the damage that was done to the Ruhenstroth community, I'll be visiting with staff and affected residents. We will be taking a tour of that tomorrow starting at about 1:00 PM and visit with affected residents in that regards. We had our Chamber luncheon yesterday, and once again, we went through the Stormwater Workshop again. I'm getting to the point where I can almost make that presentation. Not really. Don't count on me to do that, okay? Anyways, that was tongue in cheek. Our Visitors Authority came, our Lake Tahoe Visitors Authority was here earlier, and I know I've announced this before, but I will remind us, we're pleased to announce that we have been awarded the Nevada Association of Counties annual conference that will take place at the Tahoe Blue Event Center September 22nd through the 24th, 2026. So, we're looking forward to that. And, Saturday morning, my wife and I will be celebrating our 36th wedding anniversary and boarding a ship for a cruise of the Mexican Riviera. So we'll be gone next week, hopefully warmer weather.

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Chairwoman Hales speaks:
I will just add mine to the list next month because we're tired and we will adjourn this meeting. Thank you.

Vice Chairman Gardner speaks:
Oh no. You've got Closing Public Comment.

Chairwoman Hales speaks:
Oops. Thank you. As I said, I'm tired.

RESULT:	**PRESENTATION HELD.**

16. CLOSING PUBLIC COMMENT (No Action)

Chairwoman Hales speaks:
All right. We are at Closing Public Comment. Ellie.

Ellie Waller speaks:
The Record Courier today said Stormwater Management is at 2:00 PM at Stateline. There's another session, 5:30 PM Tuesday at Piñon Hills Elementary. They moved the date of Pau-Wa-Lu Middle School to 5:30 PM November 3rd. I just want to make sure we get clarification when the North County meeting will be. Thank you.

Dan Aynesworth speaks:
I have a quick one too. Clarification on how the ordinance, the VHR ordinance is going to come back. Is it going to come back with the changes that you as a Board just decided on or not? So that it makes it clear and clean, so to speak. Not a clean CR, but…

Chairwoman Hales speaks:
Yes. It will come back as a first reading again with the things that we've discussed.

Mr. Aynesworth speaks:
And do you plan on having any Public Comment at that stage of the game?

Vice Chairman Gardner speaks:
It'll be presentation only the next time and then...

Chairwoman Hales speaks:
Yes. Does that make sense?

Mr. Aynesworth speaks:
Um, of course, because that's what you're going to do. So thank you very much for the clarification. I think that's good for the public to know that.

Chairwoman Hales speaks:
You're right. Thank you. So we'll have first reading again with no Public Comment. Second reading with full discussion, Public Comment, and vote. Any other Public Comment? All right.

UNAPPROVED

17. ADJOURNMENT

Chairwoman Hales speaks:
Now, the meeting is adjourned.

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 5:09 PM.

Respectfully submitted:

_____

Sharla Hales, Chairwoman
Douglas County Board of County
Commissioners

ATTEST:

_____

Amy Burgans, Clerk-Treasurer

UNAPPROVED

AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the Non-Restricted Gaming License for United Coin Machine Co., dba Century Gaming Technologies, to conduct business as a Slot Route Operator in Douglas County. United Coin Machine Co., dba Century Gaming Technologies, is represented by Vice President Timothy W. Cogswell. United Coin Machine Co. is located 600 Pilot Road, Suite E., Las Vegas, Nevada 89119. (Captain Storke)

RECOMMENDED MOTION:

Approve the Non-Restricted Gaming License for United Coin Machine Co., dba Century Gaming Technologies, as presented.

FINANCIAL IMPACT:

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

BACKGROUND:

Vice President Timothy W. Cogswell has signed a Waiver of Notice of Hearing and has cleared his background check. United Coin Machine Co., dba Century Gaming Technologies, is located 600 Pilot Road, Suite E., Las Vegas, Nevada 89119.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a month-to-month T-hangar lease, Lease G-10, at the Minden-Tahoe Airport with Paul M. West, beginning November 1, 2025, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve T-hangar Lease G-10 as presented, and authorize the Public Works Director to sign the agreement.

FINANCIAL IMPACT:
Monthly rent income of $433 to the Airport fund 360-000 344.602 Airport Rent/Lease Income.

BACKGROUND:
Jeff Flowers vacated Hangar G-10 and staff filled the vacancy from the existing Airport tenant list, per the County's waitlist policy. T-hangars are currently rented on a month-to-month basis.

ATTACHMENTS:
11.01.25 Lease Agreement G-10 - Tenant Signed.pdf

Minden-Tahoe Airport
T-Hangar Rental Agreement

This agreement is made effective Nov 1, 2025 by and between Douglas County, Nevada ("County"), which owns the Minden-Tahoe Airport ("Airport") and Paul M West

("Tenant(s)"). In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and for the good and valuable consideration, the parties hereby agree as follows:

1.0 **LEASE OF HANGAR:** County agrees to lease to Tenant and Tenant agrees to lease Hangar No. G-10 as shown on the attached Exhibit "A" (hereinafter the "Hangar") situated on the Airport, for the purpose of storing and parking for the following aircraft.

1.1	Aircraft make	Pipistrel
1.2	Aircraft model	Sinus Flex Max
1.3	Aircraft year	2017
1.4	Aircraft registration "N" number	N609JA
1.5	Aircraft registered owner(s)	Paul M West and Andreas Junge

2.0 **TERM:** This lease agreement shall be month-to-month and will automatically renew on a monthly basis unless notification in writing is given by the terminating party thirty (30) days in advance of termination.

3.0 **RENT, CHARGES, AND FEES:** Tenant shall pay County as monthly rent, without deduction, set-off, prior notice or demand the amount of $ 433 , the rent established by the Board of County Commissioners in the Airport Rates and Charges Resolution ("Resolution"), which is subject to adjustment by the Board as specified in Paragraph 4. INCREASE IN RENT, CHARGES, AND FEES. All rent is due to the Minden-Tahoe Airport in advance on the first day of each month. If the entire rental payment is not received by the Airport within thirty (30) days of the due date or if any check is dishonored, Tenant agrees to pay additional late and/or penalty fees, as set by Resolution.

Tenant to pay **deposit of first and last months' rent plus the sum of $200.00** prior to hangar occupancy in hangar G-10, as a security deposit against damage to hangar, cleaning, delinquent rent, unauthorized modification, lost keys, or any other damages permitted by law which, after final inspection of the hangar after Tenant's leaving the premises, may be refunded in whole, part, or not at all. The security deposit will be held by the County without interest.

All checks shall be made payable to the Minden-Tahoe Airport and shall be delivered to 1146 Airport Road, Minden, NV 89423.

4.0 **INCREASE IN RENT, CHARGES, AND FEES:** In the event that the Board of County Commissioners increases the rent, charges, or fees in the Airport Rates and Charges Resolution, the County shall have the right to increase rent, charges, or fees after giving Tenant no less than 30 days' prior written notice of the increase.

5.0 **APPURTENANT RIGHTS AND RESTRICTION:**

5.1 Aircraft Storage - Tenant may use the hangar as storage for Tenant's aircraft and is expressly prohibited from conducting any activity other than that provided by this agreement. Hangars are intended specifically for the cold storage of owner's aircraft only. No hangar will be assigned or rented to an individual, firm, co-partnership or corporation that does not own an aircraft. At least one aircraft **must** be stored in the hangar. It is recognized that the tenant may not have an aircraft for a period of up to 90 days due to sale, purchase or other factors related to aircraft ownership. Landlord shall require proof of aircraft ownership. Aircraft ownership shall be established by the parties name(s) appearing on the Federal Aviation Administration Form (AC Form 8050-3) Certificate of Aircraft Registration, a copy of which shall be attached to this Lease. For aircraft based at Minden-Tahoe Airport verification that the aircraft is listed on the Douglas County Tax Roll as personal property shall be provided, as applicable.

5.2. Minden-Tahoe Airport Rules and Regulations – Tenant shall become familiar with and shall at all times abide by all Minden-Tahoe Airport Rules and Regulations relating to the us of the T-hangar and the use of any Airport facilities, whether promulgated before or after the execution of this lease. Additionally, Tenant shall pay special attention to and adhere to the following:

5.2.1 All power tools shall be grounded
5.2.2 Tenant to provide and maintain one (1) fire extinguisher in the hangar at all times of 5lbs or more, rated 2A -10BC.
5.2.3 If authorized by the Airport Manager to use a non-county lock, Tenant shall provide Airport a key or other means of unlocking the hangar for emergency access
5.2.4 The Tenant's use of the hangar is restricted to the storage of the Tenant's own aircraft and aviation related items as shown in Exhibit B, attached hereto and incorporated for reference.
5.2.5 Tenant may conduct minor repair on Tenant's owned aircraft.
5.2.6 The East Fork Fire and Paramedic District shall complete an annual inspection of the hangars.

5.3 Prohibited Uses – The following uses are prohibited and will be considered a default of this lease and may be subject to other penalties and fines under other applicable rules, regulations. Ordinances, codes, statutes and other laws:

5.3.1 Use of the T-Hangar for any commercial purpose, including, but not limited to, a charter service as defined in FAA Part 135, or aircraft rental, servicing, or flight instruction. Use of T-Hangar for storage of commercially used aircraft by based commercial operators who have and conduct business from a separate site on the airport will be permitted.
5.3.2 Use of the T-Hangar as a place of residence or sleeping quarters for any duration
5.3.3 Use of T-hangar for painting areas larger than 2 square feet at any one time
5.3.4 Fueling or de-fueling inside of the T-Hangar
5.3.5 Use of the T-Hangar for the storage of gasoline, oil, paint, thinner, solvents, explosive or flammable products or materials, or any other hazardous products or materials as defined in NRS 459.7024, except in amounts and in containers as approved by the operational services director and East Fork Fire and Paramedic District.
5.3.6 Use of the T-Hangar for any purpose that violates any part of the Minden-Tahoe Airport Rules and Regulations, or other resolutions, order, policies or applicable laws, ordinances, or regulations as written or amended.
5.3.7 Tenant shall not idle aircraft at high RPMs or complete run-up's in hangar area.

5.3.8 There shall not be any open flames in the hangar at any time.
5.3.9 There shall be no smoking in the hangar at any time.

5.4 Tenant agrees to occupy and use the hangar space for aviation related storage and allowed activities under the following restrictions:

5.4.1 The Tenant's use of the hanger is restricted by it's classification by the East Fork Fire and Paramedic District as an S-1 Occupancy under the International Fire Code.
5.4.2 Tenant agrees to use not less then 80% of the square footage of the hangar for aviation related storage. Not more than 20% of the area may be used for other storage as allowed under the S-1 Occupancy classification.
5.4.3 The East Fork Fire and Paramedic District shall complete an annual inspection of the Hangar space. Notice to tenants of inspections will be provided at least three (3)days in advance to the most recent address on file with the Minden-Tahoe Airport.

6.0 **ASSIGNMENTS, TRANSFERS AND SUBLEASES:** Tenant agrees not to assign, sublet or otherwise permit occupancy or use of the hangar by parties other than the Tenant identified on the signature page of this agreement. Assignment of this agreement will not be permitted. Violation of this clause will be grounds for termination.

7.0 **MAINTENANCE AND REPAIR OF HANGAR:** Tenant agrees to maintain the hangar in a clean and orderly condition at all times, and in accordance with all safety and fire codes which may apply to aircraft hangar storage and other applicable Federal, state, and local laws and ordinances. Tenant agrees to provide and maintain all required fire extinguishers, as determined by the operational services director and the East Fork Fire and Paramedic District. Tenant agrees that no credit will be allowed Tenant by County for the cost of any maintenance or repairs completed by Tenant. Tenant agrees to report any damages to the premises and not to repair the premises without written permission of the County. Snow removal will be accomplished by Airport staff under the limitations indicated in the Digital – Chart Supplement (d-CS). Snow will not be removed closer than 36 inches from the hangar door.

8.0 **INSURANCE:** Tenant shall certify that the following insurance coverage's are in effect prior to the commencement of this rental agreement and shall maintain coverage in full force and in effect until the termination of this rental agreement.

8.1 Aircraft Liability Coverage - Aircraft liability insurance in an amount of no less than $1,000,000 each occurrence. Douglas County shall be named as an additional insured under the liability insurance policy. If, for any reason, aircraft liability coverage does not cover the hangar or is terminated (i.e., sale or repair of aircraft), Tenant must provide general liability for the hangar for that interim period in an amount of no less than $1,000,000 each occurrence, Douglas County being an additional insured. Failure to maintain insurance at all times may result in termination of lease.

8.2 Form of policy - All policies of insurance required above shall be written by a qualified insurance company rated 'A' or better by the Best's Insurance Rating Guide and be authorized to do business by the State of Nevada and shall be in a form approved by Landlord. Tenant is required to mail a certificate of insurance, signed by an authorized representative of the issuing company, annually, to the Minden-Tahoe Airport, 1146 Airport

Road, Minden, NV 89423. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

8.2.1 A statement that Douglas County is endorsed as a named insured under each policy or policies;
8.2.2. All required dollar limits of insurance coverage shall be correctly stated;
8.2.3 A provision that written notice of cancellation or any material change in coverage shall be delivered to Landlord at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to Airport; and
8.2.4 An original signature and the printed name of the insurance agent or authorized representative of the insurance company issuing the policy, including the insurance underwriter's or broker's telephone number.

9.0. **ALTERATIONS:** Tenant shall not alter any existing fixtures or improvements or alter the hangar walls, floor, doors or ceiling in any manner; nor shall Tenant add fixtures or improvements or in any other way modify the hangar without prior written approval of the Landlord. Tenant will not attach any hoisting or holding mechanism to any part of the T-Hangar, or pass any such mechanism through any part of the struts or braces of the T-Hangar. Any and all work approved by County shall be conducted at Tenant's sole cost and expense. All fixtures, improvements, and additions made in or upon the property shall, at the County's option, remain with the hangar at the termination of this agreement, however terminated, without any compensation being paid by County to Tenant. Alternatively, the County may cause the improvements to be removed at Tenant's cost.

10.0 **DEFAULT, DELINQUENCY IN RENT, AND RIGHTS OF OWNER:** When any part of the rent or other charges due from Tenant remain unpaid for 30 consecutive days, County shall be entitled to terminate the right of Tenant to use the hangar by sending to Tenant a delinquency notice, at Tenant's notice address, by certified mail, postage prepaid, containing the following:

10.1. An itemized statement of the Landlord's claim showing the sums due at the time of the notice and the date when the sums became due;
10.2. A statement that the Tenant's right to use the hangar will terminate on a specified date (not less than 20 days after the mailing of the notice) unless all sums and penalty fees due are paid by the Tenant prior to the specified date;
10.3. A notice that the Tenant shall be denied access to the hangar after the termination date if the sums and penalty fees are not paid; and
10.4. The name, street address and telephone number of the Airport whom the Tenant may contact to respond to the notice.

Once notice has been sent, and the total sum due has not been paid as of the date specified in the notice, the County may deny Tenant access to the hangar, enter the hangar, and remove any property found to a place of safekeeping. After keeping the property for a period of 30 days, the County shall have the right to dispose of the property in any manner selected by the County. The County shall be entitled to exercise all rights, including, when appropriate, default and the right to sell the property in order to satisfy any amount due. The rights provided by this agreement shall be in addition to and shall not limit all other rights provided by law to a creditor. Should Tenant wish to continue this agreement after a delinquency of 30 days or more, Tenant will be required to pay all sums due plus a reinstatement fee equal to one month's rent.

11.0. **OTHER DEFAULT:** In the event that Tenant violates any of these terms (other than the obligation to pay rent or other charges), then County may, at its option, provide Tenant with a notice stating that if the violation is not cured within 10 days of the date of the notice, then this agreement will automatically terminate. Tenant agrees that in the event of termination, Tenant shall immediately surrender possession of the hangar to County and remove all of Tenant's property, and if Tenant does not immediately notify County of surrender of the hangar and notify County that Tenant's property has been removed, County may immediately re-enter the hangar. So long as County reasonably believes that there is an imminent danger to County's interests or property, County shall be free to forcibly enter the hangar by removal of or alteration of any locks, and the parties agree that any forcible entry shall not constitute a trespass, breach of the peace, or forcible entry and detainer. In the event that, as a result of the actions on the part of Tenant, any expenses or costs are incurred by County, then County may treat the costs or expenses as rent, for all proposes, and may recover from Tenant the costs or expenses.

12.0 **TERMINATION:** This rental agreement may be terminated by either party, without cause, upon 30 days' prior written notice. Upon termination of this agreement initiated by either party, Tenant agrees to return T-Hangar keys and gate access cards to Airport and to remove all of the Tenant's personal property. Tenant shall leave the premises in a neat, clean and orderly condition, allowing for ordinary and normal usage during occupancy. Tenant shall reimburse County for the repair of any damage to the premises including, but not limited to, bent, broken or cut interior or exterior walls, damage to floors, or damage to doors due to Tenant's operation or neglect. If Tenant does not return T-hangar in a neat and clean condition the County will charge Tenant for hangar cleaning at cost, plus an administrative fee equal to 15% of the cost.

13.0 **HOLD HARMLESS:** The Tenant, in consideration of the County's agreement to rent the Hangar to Tenant pursuant to the agreement, agrees that at all times during the term of this agreement Tenant shall indemnify and defend, saving harmless County, its officers, boards, commissions, agents and employees, from any and all claims by any person whatsoever on account of property damage, injury or death of a person or person acting on behalf of or upon the request of the Tenant during the term of this agreement.

Tenant further covenants and agrees that it will not hold the County, its officers, boards, commissions, agents and employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other natural or manmade cause, whether said cause to be the direct, indirect or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the t-hangars or upon the Airport; and Tenant agrees that the aircraft and any other of Tenant's stored property, whether on the airport or in the hangars, is at Tenant's risk.

County, its officers, boards, commissions, agents and employees shall be held harmless in all respects for any cost, expense or liability of any nature which may be incurred by the Tenant during the term of this agreement. County shall have no liability of any loss or damage to goods; property or equipment of Tenant or third parties located upon or used in connection with said premises irrespective or the source or such loss or damage.

14.0 **SUCCESSORS IN INTEREST:** Subject to the restrictions upon assignment in Section 6.0, this agreement shall be in favor of and bind the heirs, executors, administrators, successors and assigns of the parties, provided, however, that Tenant's interest in this lease is not devisable, assignable or otherwise transferable.

15.0 **SECURITY:** Tenant shall be solely responsible for all on-site security. County shall have no obligation to provide security for the premises, and shall not be liable for any loss of property by theft or otherwise. County shall not be responsible for the safety and security of Tenant's aircraft or personal property. The aircraft and personal property shall be the responsibility of Tenant at all times.

16.0. **TAXES & UTILITIES:** Tenant shall pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon the use of the T-Hangar made as a result of this rental agreement, or any possessory interest which Tenant may have under this rental agreement. Tenant shall be responsible for the payment of all utility fees for the T-Hangar. Any payments of the taxes, assessments, utilities or charges by Tenant shall not reduce any rent or charges due County, and payments shall be the liability of, and shall be paid promptly by, Tenant when due.

17.0. **NOTICES:** Any notice required or permitted to be given or served whether pursuant to the terms of this agreement or any provision of law shall be served by certified mail, postage prepaid to the respective addresses, and, in the case of the Tenant, to the alternative address, or at any other address as the party to be notified may from time to time designate in writing. It is the Tenants responsibility to provide the County with written notice of any change in address within 10-days of change, and the Tenant shall provide such notice on a form provided by the Airport.

For the purposes of this agreement, County's address to which notices may be sent is a follows:

Minden-Tahoe Airport
1146 Airport Road
Minden, NV 89423

For purposes of this agreement, Tenant's address to which notices may be sent is as follows:

Name:	Paul M West
Address:	1852 Chaise Drive
	Carson City, NV 89703
Phone:	775-530-1027
Cell:	775-530-1027
E-mail:	paulmwest@me.com

18.0. **ENTRY OF HANGAR:** Tenant consents to County's entry and inspection of the hangar at reasonable times during the term of this agreement and any extension, provided that the County shall, except in an emergency, provide Tenant with three (3) days advanced notice to the email address stated above, with a copy of the notice posted on the Hangar. The County will, within twenty-four hours after the inspection also postmark a mailed notice to the Tenant at the noticing address. Entry and inspections may be for the purpose of determining compliance with the terms of this agreement, for maintenance or repairs which may be required or for any other reasonable purpose. Under certain emergency situations County's entry will occur as needed to maintain safety.

19.0 **SEVERABILITY:** It is the intent of the parties that the sections, paragraphs, sentences, clauses, and phrases of this agreement are severable and if any phrase, clause, sentence, paragraph, or section of this agreement is declared invalid by the final judgment or decree of a court or competent jurisdiction the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this agreement.

20.0 **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.

21.0 **DESTRUCTION:** If the premises are rendered untenable by the elements, or by any other clause not resulting from lessee's neglect or fault, the obligation to pay rent shall cease until the premises are repaired. When the premises are tenantable the obligation to pay rent will resume.

22.0 **SUBORDINATION OF LEASE:** The Parties agree that this Lease shall be subordinate to the terms of any instrument or document under which County acquired the Airport land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict nor be inconsistent with such terms. This Lease shall be subordinate to the terms of any existing or future contract between County and the United States of America relating to the development, operation or maintenance of Airport, the entering of which has been or might be required as a condition precedent to the expenditure of federal funds for the development of Airport. Such contract documents are public records and may be requested by Lessee at any time in accordance with NRS Chapter 239.

by _____
Paul M West 10/22/25

by _____
Name

MINDEN-TAHOE AIRPORT

by _____
Philip Ritger
Director of Public Works

EXHIBIT "A"

INTERNATIONAL FIRE CODE AND T-HANGAR RENTAL AGREEMENT REQUIRES COMPLIANCE WITH THE FOLLOWING ITEMS:

- ❑ Smoking or lighting of an open fire is prohibited at places posted with signs, or within fifty (50) feet of hangars, fuel trucks, or fuel loading stations, and tank farms.

- ❑ No person shall start an open fire any place on the Airport without permission of the Airport Manager.

- ❑ No hangar tenant, other than provided herein, shall store hazardous material or equipment, use flammable liquids or gases, or allow their premises to become in such condition so as to violate, in any manner, the fire code in force in the area of the Airport.

- ❑ No person shall use flammable or volatile liquids in the cleaning of aircraft, aircraft engines, propellers, and appliances within the hangar.

- ❑ Tenants shall provide approved metal containers for the storage of oily waste rags and other flammable materials and shall maintain hangar floors and vehicles clean and free of excess gasoline, grease and other inflammables.

- ❑ Paint, varnish, paper, boxes, and other litter or rubbish shall not be accumulated in any hangar or building.

- ❑ Storage of more than 5 gallons (cumulative total) of flammable liquids in other than fire department approved containers is prohibited.

- ❑ T-hangars shall not be used for the storage of gasoline, oil, paint, thinner, solvents, explosive or flammable products or materials, except as noted herein. The storage or use of other hazardous materials or products as defined in NRS 459.7024 are not allowed, except in amounts and in containers approved by the operational services director and the East Fork Fire and Paramedic Districts.

- ❑ Tenants are required to keep their premises clean and clear of all rubbish, junk, and other debris. If after warning by the Airport Manager and/or East Fork Fire and Paramedic District, the area is not cleaned, cleaning may be done by Airport personnel and billed to the tenant. (Note: failure to maintain a clean and orderly premise constitutes default under the lease.)

- ❑ Hangar entrances shall be kept clear at all times.

- ❑ Electrical extension cords, for use with portable equipment only, must be Underwriters Laboratory (U/L) or Factory Mutual (FM) approved. All extension cords shall be of the heavy-duty type, three wire and must be disconnected when tenant is not in the t-hangar. Certain items may be connected to electrical outlets when the tenant is not in the hangar, e.g. aircraft engine heaters, small trickle or battery maintenance chargers etc., however the connecting cords may not be allowed to lay upon the floor. Outlet connectors or extension cords designated for indoor or household use may not be used. A small refrigerator may remain plugged in so long as it is not connected to any electrical outlet with an extension cord.

- ❑ Aviation fuel may not be dispensed into or removed from the fuel system of an aircraft within a t-hangar.

- ❑ Welding, gas cutting, grinding and related spark producing activities are prohibited in the hangar.

- ❑ Storage of excessive fuel loads, such as firewood is prohibited in the hangar.

- ❑ Open flames of any kind are prohibited without the prior written permission of the Airport Manager and/or the East Fork Fire and Paramedic Districts.

- ❑ Entities engaged in any activity at the Airport, whether occupying Airport owned facilities or otherwise, shall comply with all applicable Regulatory Measures and all fire code and practices recommended by the NFPA, unless otherwise directed or authorized in writing by the Airport Manager and/or East Fork Fire and Paramedic District to deviate from same.

- ❑ Entities shall comply with all directives issued by the Airport Manager and/or East Fork Fire and Paramedic District regarding the removal of fire hazards, arrangement or modification of Vehicles or Equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.

- ❑ Entities using the Airport or the facilities located at the Airport shall exercise the utmost care to guard against fire and injury to persons or property.

GENERAL FIRE PROTECTION AND SAFETY REQUIREMENTS

- ❑ Provide keys and/or key box for fire department access.

- ❑ Provide a minimum of one (1) fire extinguisher with a rating of 2A-1 OBC, five (5) Lb. Minimum.

- ❑ Mount extinguisher(s) where readily accessible, maximum not to exceed five (5) feet from floor level. Minimum not to be below four (4) feet from floor level.

- ❑ Post sign(s)-indicating location of extinguisher(s) not readily visible.

- ❑ Each fire extinguisher shall be serviced annually and after each use.

- ❑ Each electrical switch, receptacle, junction box, and/or panel shall have an approved cover.

- ❑ All wiring shall be maintained in good condition and protected from damage.

- ❑ The use of multi-plug adapters and non-approved extension cords is prohibited.

- ❑ Electrical panel and equipment shall have a minimum of 30" clearance in front of the panel.

- ❑ Each circuit breaker within the electrical panel shall be marked or labeled.

- ❑ Remove storage from exits, aisles, and other areas of pedestrian traffic.

- ❑ Provide a clear path of egress to each exit. All storage shall be free from the exit path and maintained in and orderly manner at all times.

- ❑ Provide approved clearance between heat production/source appliances and combustibles.

- ❑ Approved trash containers shall be provided for the disposal of debris. All waste shall be disposed of routinely.

- ❑ Remove or store oily rags and similar materials in closed metal containers.

- ❑ Hazardous and flammable liquids shall be stored in an approved storage cabinet.

Excerpt from 2003 International Fire Code

[B] Storage Group S. Storage Group S occupancy includes, among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

Moderate-hazard storage, Group S-1. Buildings occupied for storage uses which are not classified as Group S-2 including, but not limited to, storage of the following:
Aerosols, Level 2 and 3
Aircraft repair hangar

Bags, cloth, burlap and paper
Bamboo and rattan
Baskets
Belting, canvas and leather
Books and paper in rolls or packs
Boots and shoes
Buttons, including cloth-covered, pearl or bone
Cardboard and cardboard boxes
Clothing, woolen wearing apparel
Cordage
Furniture
Furs
Glue, mucilage, paste and size
Grain
Horn and combs, other than celluloid
Leather
Linoleum
Lumber
Motor vehicle repair garages (complying with the *International Building Code* and containing less than the maximum allowable quantities of hazardous materials)
Photo engraving
Resilient flooring
Silk
Soap
Sugar
Tires, bulk storage of
Tobacco, cigars, cigarettes and snuff
Upholstering and mattress
Wax candles

Low-hazard storage, Group S-2. Includes, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products may have a negligible amount of plastic trim such as knobs, handles, or film wrapping. Storage uses shall include, but not be limited to, storage of the following:

Aircraft hangar
Asbestos
Beverages up to and including 12-percent alcohol in metal, glass or ceramic containers
Cement in bags
Chalk and crayons
Dairy products in nonwaxed coated paper containers
Dry cell batteries
Electrical coils
Electrical motors
Empty cans
Food products
Foods in noncombustible containers
Fresh fruits and vegetables in non-plastic trays or containers
Frozen foods
Glass
Glass bottles, empty or filled with noncombustible liquids
Gypsum board
Inert pigments
Ivory
Metal desks with plastic tops and trim
Metal parts
Metals
Mirrors
Oil-filled and other types of distribution transformers
Parking garages (open or enclosed)
Porcelain and pottery
Stoves
Talc and soap stones
Washers and dryers

ACKNOWLEDGEMENT (to be attached to rental agreement)

REQUIREMENTS PRIOR TO OCCUPANCY – NO EXCEPTIONS

1. First and last months' rent and $200.00 security deposit.
2. Certificate of liability Insurance and Douglas County and Minden-Tahoe Airport as additionally named insured.
3. Certificate of ownership (title or current registration)
4. Verification of Douglas County personal property tax liability.
5. **Fire Extinguisher**, approved by the East Fork Fire and Paramedic District (782-9040)
   10 lb or larger, Rate = 2 A 10 B C Must hang on wall next to single main exit door.

I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS FOR OCCUPANCY

Paul M. West 10/22/25

Name

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve changes to the Fiscal Year 2025-26 secured and unsecured property tax rolls as recommended by the Douglas County Assessor pursuant to NRS 361.765 and/or NRS 361.768 to adjust the assessed values of the affected properties for a total decrease in net assessed value of $185,522, authorize Chairwoman Hales to execute an Order to Adjust Tax Bills and Correct Secured and Unsecured Tax Rolls, and direct the Douglas County Treasurer to correct the error in the tax roll pursuant to Nevada law. (Trent Tholen, Assessor)

RECOMMENDED MOTION:
Approve the changes to Fiscal Year 2025-26 secured and unsecured property tax rolls as recommended by the Douglas County Assessor to adjust the assessed value of the affected properties for a total decrease in net assessed value of $185,522 as presented, authorize Chairwoman Hales to execute an Order to Adjust Tax Bills and Correct Secured and Unsecured Tax Rolls, and direct the Douglas County Treasurer to correct the error in the tax roll pursuant to Nevada law.

FINANCIAL IMPACT:
The proposed action will decrease the total assessed value of the affected properties by $185,522 in Fiscal Year 2025-26 as detailed in the supporting documentation attached.

BACKGROUND:
As required by NRS Chapter 361, the County Assessor is required to discover, list and value all real and personal property in Douglas County as of July 1st of each year. NRS Chapter 361 also allows for various methods to correct assessment errors.

The Board of County Commissioners is authorized to make corrections to the secured and unsecured assessment rolls, for up to three prior years, caused by a mathematical, clerical, or typographical error under NRS 361.765 or as a result of a factual error under NRS 361.768.

Included in this item are three (3) parcels or accounts that need tax adjustments due to various reasons.

Backup documentation has been provided outlining the necessary changes. These corrections are being submitted to the Board of County Commissioners for correction under NRS 361.765 and/or NRS 361.768.

ATTACHMENTS:
EXHIBIT A - Tax Rolls 11-20-25.pdf
Listing of Changes 11-20-25.pdf

EXHIBIT "A"

ORDER TO ADJUST TAX BILLS AND CORRECT TAX ROLLS

PURSUANT TO NRS 361.765 and NRS 361.768

GOOD CAUSE APPEARING, pursuant to NRS 361.765 and 361.768, the minutes of the Board of Douglas County Commissioners shall reflect the adjustment of the tax bill of the following property owner and the correction of the applicable 2025/26 secured and unsecured tax rolls for the following properties:

APN/Account #	Owner	AV Before	AV After	Difference in AV Amt
1219-15-001-013	Robert & Pamela Hosier	299,138	184,416	-114,722
1220-22-210-124	Forrest Freeman	82,074	46,674	-35,400
1320-33-816-066	Daniel & Celia Young	113,341	77,941	-35,400

The County Treasurer is hereby directed to correct the errors identified herein pursuant to Nevada law and the direction of the Board of County Commissioners.

DATED this ____ day of _____, 2025.

By: _____
Sharla Hales, Chairwoman

ATTEST:

By: _____
Douglas County Clerk

Parcel Number	FY	Owners Name	Reason for Change	AV Before	AV After	Difference in AV amount
1219-15-001-013	25/26	Robert & Pamela Hosier	Lowered assessment due to fire	299,138	184,416	-114,722
1220-22-210-124	25/26	Forrest Freeman	Late Veteran Exemption Applied	82,074	46,674	-35,400
1320-33-816-066	25/26	Daniel & Celia Young	Late Veteran Exemption Applied	113,341	77,941	-35,400
					Total AV:	**-185,522**

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on an interlocal contract between Douglas County and the Nevada Secretary of State's (SOS) Office, effective upon approval through June 30, 2026, for Voter Registration and Election Management Services (VREMS) provided by KnowInk, LLC for $51,270.33, and authorize the Douglas County Clerk-Treasurer to sign the contract. (Amy Burgans, Clerk-Treasuer)

RECOMMENDED MOTION:
Approve the interlocal contract between Douglas County and SOS Office for VREMS as presented, and authorize the Douglas County Clerk-Treasurer to sign the contract.

FINANCIAL IMPACT:
$51,270.33 previously budgeted for FY25/26.

BACKGROUND:
BACKGROUND:

- AB422 (2021) initiated the transition from a “bottom up” to a “top down” state.
    - This meant two major changes:
      1) that the 17 counties were mandated to move from 17 individual county voter registration databases to a single centralized statewide voter registration database.
      2) that the 17 counties were mandated to move from individually selected Election Management System (EMS) vendors to a singular Election Management System vendor under the umbrella of an SOS contract.

RATIONALE FOR INTERLOCAL AGREEMENT:

Before the passage of AB 422 (2021), Nevada's 17 counties had a number of different vendors for their EMS vendors, and each county had a separate contract with its vendor. Now, with the implementation of the “Statewide Voter Registration and Elections Management Solution” (VREMS), all 17 counties

are using the same vendor for an Election Management System (EMS) and have a standardized voter registration database. This contract is under the Secretary of State (SOS), so vendor compliance is now the responsibility of the SOS.
One of the benefits of being on a Statewide system is that many of the non-statutory issues and enhancements identified by one county are corrected or applied to the benefit of all counties. For example, when Douglas identifies a good idea, Carson City and Lyon benefit, and vice versa. These enhancements are the result of numerous meetings per week that require many hours of staff work from the SOS, County, and the vendor. There is extensive technical testing and engagement between the State project team and the vendor to ensure that the county's needs are captured properly and added to the list of priorities to implement. Once developed by the vendor, there is extensive Quality Assurance testing that is conducted by the SOS project team in coordination with the vendor before it is brought to the counties to test.
These changes also require adjustments to training manuals and in the Knowledge Base that the SOS provides, as well as updates for the Helpdesk team that provides technical support to all 17 counties. An interlocal contract between the SOS and each county ensures that this level of engagement and support continues with clarity from all parties.

CALCULATIONS:

SOS Accounting calculates the estimated total annual cost for the counties' share of the VREMS contract will be $1,497,722.00.

This contract provides each county access to the Voter Registration database, the Election Management System, and all future modules (e.g., Election Work Management, Petition Management, etc.) as well as the ability to provide feedback on enhancements and bugs. The SOS will pay 50% of the cost ($748,861.00), and the remaining 50% will be divided between the counties based upon the percentage of active registered voters as of Jan 1st. The first year of the interlocal contract will only include 16 counties, as Clark County is not yet on the system, and the second and future years (following the integration with Clark) will include all 17 counties, leading to an overall reduction in the cost to the other 16 counties.

Douglas County’s portion for this first year will be $51,270.33 (not including Clark County from the calculations since, as of January 1, 2024, Douglas had 6.8464% of the total electorate).

For future years, once Clark County has joined the system, and using current voter registration statistics as an example, and with Douglas continuing to have 1.96% of the total electorate (including Clark County), Douglas County's future costs should be reduced to an estimated $14,678, a reduction of approximately $36,592.

ATTACHMENTS:
Douglas VREMS Interlocal - Poll Pads - v2.pdf

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	**Secretary of State**
Address:	**101 N Carson Street, Suite 3**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Mark Wlaschin, Deputy Secretary of State for Elections**
Phone:	**(775) 684-5720**
Fax:	**(775) 684-5718**
Email:	**mwlaschin@sos.nv.gov**

Public Entity #2:	**Douglas County Clerk**
Address:	**1616 8th Street, 2nd Floor**
City, State, Zip Code:	**Minden, Nevada 89423**
Contact:	**Amy Burgans**
Phone:	**(775) 782-9014**
Fax:	**(775) 782-9016**
Email:	**aburgans@douglasnv.us**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

WHEREAS, the passage of Assembly Bill 422 during the 2021 Legislative Session directed the Secretary of State to establish and maintain a centralized, top-down database that collects and stores information relating to voter preregistration and registration from all counties and the Office of the Nevada Secretary of State ("SOS") has determined that such services support the integrity of elections in this State and has thus procured such a Voter Registration database, Election Management System, and associated equipment from KNOWiNK to be deployed at Douglas County ("County"), subject to the terms and conditions set forth in a written contract between SOS and KNOWiNK, and

WHEREAS, the SOS and County wish to enter into this contract to further set forth the duties and obligations of the parties.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

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

CETS #:	
Agency Reference #:	

2. **DEFINITIONS.**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1st and ending June 30th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.
Voter Registration Database	An electronic storage system developed and administered by the SOS that contains the official voter registration record for every voter in the state.
Election Management System	Software application used to configure, program, and report election results from voting system components, including the ballot definition and the election reporting subsystem. The election management system will provide utilities for election administration tasks.
Electronic Rosters	Electronic voter check-in and verification equipment.
Statewide Voter Registration list	A computerized statewide voter registration list is a single, uniform, centralized, interactive computerized voter registration list that is technically and functionally able to perform task within a state for all.
Change Order	A form of agreement or transaction document amending services and/or system.
Enhancements	Improvements to or additional components of the services or that add functionality.

3. **COUNTY RESPONSIBILITIES.**

The County hereby agrees that it will undertake the following:

A. The County shall be responsible beginning in fiscal year 2026 for the cost to maintain the KNOWiNK ePulse, ABM (Apple Business Management) and Poll Pads.

B. The SOS shall purchase initial poll pads, which will also include cradle points, charging carts, and thermal paper required to provide the services. The County shall be responsible for payment of damaged poll pads, flip stands, printers, and transport cases. They will also be responsible for replacement stylus', replacement accessories, and replacement paper.

C. The County shall be responsible for any cellular and/or wireless data usage, provided by the State, utilized outside of an election. An amendment to this interlocal will be executed to increase the total contract amount to cover the data used.

D. The Counties shall be responsible for paying 50% of the total cost and the State the other 50% to maintain KNOWiNK Total Vote EM system beginning in fiscal year 2026. The 50% of the cost to the County is calculated on the percentage of registered voters (excluding Clark County) for fiscal year 2026 of the contract. (Attachment A & B), not to exceed a total of $50,999.24 for one year.

E. The County shall purchase scanners that are compatible with the KNOWiNK TotalVote EM system to scan paper applications for processing, if applicable.

F. The County shall provide the following to the State prior to the commencement of services and at any time while receiving services if the previously provided information changes:

1. Reasonable assistance to the State or KNOWiNK, including, but not limited to, providing all technical information related to the service reasonably requested by KNOWiNK, to enable KNOWiNK to migrate current County data to the KNOWiNK platform.

2. A completed Pre-Installation Questionnaire (PIQ) in the form provided by State and/or KNOWiNK. The PIQ will need to be revised whenever there is a change that would affect KNOWiNK's ability to provide the services.

G. During the period that the County is receiving Services, the County agrees to provide the following:

1. County will be responsible for voter registration and voter list maintenance.

2. Required staff who have access to the centralized voter registration database to use and maintain MFA (Multi-Factor Authentication) when accessing the States centralized voter registration database.

3. Provide adequate security to prevent unauthorized access from altering the State Voter Registration List.

4. Access protocols to identify appropriate classes of authorized users. This will be based on the definition of roles in the application structure provided by the State.

5. Written notification to State of any requested enhancements or change orders to the KNOWiNK Total Vote and ePulse-Poll Pad system so they may be reviewed for approval by the Secretary of State and prioritized as necessary.

6. The County shall provide active involvement with the State and KNOWiNK to resolve any tickets requiring County input or action; and

7. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

4. **STATE RESONSIBILITIES.**

As consideration for the services provided to the County, the SOS agrees to the following:

A. The SOS shall pay to KNOWiNK the costs for such services as set forth in the contract between KNOWiNK and the SOS. The parties acknowledge that the SOS will be solely responsible for payment of the costs of all services provided to the County under this Contract.

B. The SOS shall purchase initial poll pads, which will also include cradle points, charging carts, and thermal paper required to provide the services. After the initial purchase it will be the responsibility of the County to pay for additional hardware.

C. The SOS will cover the initial costs of the contract which will not exceed the end of fiscal year 2025. Beginning in fiscal year 2026 of the Contract, County will be responsible for 50% of their total portion, payable each fiscal year, of the contract for continued maintenance and licensing fees, hosting fees, and data usage of the voter registration database. This amount will be determined based on the number of registered voters in the County at the commencement of the contract.

D. The SOS will review county requests for additional modules, enhancements, and modifications to the system. If the additional modules will be used by 2 or more counties then the SOS will pay the costs of the implementation of the modules and associated training.

CETS #:	
Agency Reference #:	

5. **INFORMATION SHARING**

As a condition to receiving the services specified in this Contract, the County acknowledges and agrees that KNOWiNK:

A. Shall timely share all incident notification reports developed involving the County as part of the service with the SOS during the term of this Contract; and

B. Shall have the right to disclose relevant aspects of information identified as part of the services to its officers and employees and to KNOWiNK's federal partners if they agree to maintain the confidentiality of the information.

6. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 7, Termination***.

Effective From:	Upon Approval	To:	June 30, 2026

7. **TERMINATION**. This Contract may be terminated by either party prior to the date set forth in ***Section 6, Contract Term***, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

8. **NOTICE**. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

9. **INCORPORATED DOCUMENTS**. The parties agree that this Contract is inclusive of the following Attachments. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	KnowInk Nevada Cost Estimates
ATTACHMENT B:	County and Party Active Voters with Percentages

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

10. **CONSIDERATION**. The parties agree that the services specified in ***Section 9, Incorporated Documents*** at a cost as noted below:

$51,270.33	per	fiscal year. Payable upon receipt of the invoice as invoiced by the Secretary of State.

Total Contract Not to Exceed:	$51,270.33

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

11. **ASSENT**. The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

12. **INSPECTION & AUDIT**

CETS #:	
Agency Reference #:	

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

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. 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 and/or to complete any administrative and judicial litigation which may ensue.

13. **BREACH - REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

14. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State or County breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

15. **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 strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

16. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

CETS #:	
Agency Reference #:	

20. **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.

21. **OWNERSHIP OF PROPRIETARY INFORMATION**. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

24. **FEDERAL FUNDING**. In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

    D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

25. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 9, Incorporated Documents***.

26. **GOVERNING LAW – JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

CETS #:	
Agency Reference #:	

27. **ENTIRE AGREEMENT AND MODIFICATION**. This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Public Entity #1 Authorized Signature _____ Date _____ Title _____

Public Entity #2 Authorized Signature _____ Date _____ Title _____

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners _____

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General _____ On: _____
Date

ATTACHMENT A

ATTACHMENT A

KNOWiNK Nevada Cost Estimate – TotalVote VREMS and PollPad

TotalVote Cost	Expected Billing	Price
Software Licensing and Implementation	2023-2024	4,620,000.00
Annual Software Maintenance	2025-2026	1,472,372.00
Azure Gov Hosting Fees	2023-2026	975,000.00
PollPad	2023-2026	3,525,868.00
Support SOW Mock Elections/Testing	2024-2026	577,250.00
Contingency	2024-2026	625,000.00
Total Cost through June 2026		11,795,490.00

KNOWiNK Nevada Cost Estimate – PollPad

		Units	Unit Price	CONTRACT AMT	Year 2024	Year 2025	Year 2026	Total
	BASE POLL PAD HARDWARE Cellular Option			**Contract included cost of 1005 poll pads.**	Inc 1,086 Poll pads, flip stands, cases, stylus, shipping, receipt printer, receipt paper rolls, lightning cables, USB Power and charging cart			
Poll Pads	iPad 9th Gen Cellular 64 GB + Paper, Cables, USB	1086	514.00	432,150.00	558,204.00	-	-	558,204.00
	Charging Carts	19	1,000.00	-	19,000.00			19,000.00
	Flip Stand	1086	130.00	130,650.00	141,180.00	-	-	141,180.00
	Transport Case 920	1086	130.00	130,650.00	141,180.00	-	-	141,180.00
	Stylus (2)	1086	10.00	10,050.00	10,860.00	-	-	10,860.00
	Shipping	1086	4.00	4,020.00	4,344.00	-	-	4,344.00
	Receipt Printer	1086	370.00	371,850.00	401,820.00	-	-	401,820.00
	Encoders*	893	110.00	-	98,230.00	-	-	98,230.00
				1,079,370.00	1,374,818.00			1,374,818.00
Cradle Points	Cradle Points*		1,500.00	-	226,650.00	-	-	226,650.00
	Annual Data Activation		15.00	-	2,700.00	2,700.00	2,700.00	8,100.00
	Cradle Point Data Usage Per Election (Assuming 2 Elections/YR)*		30.00	-	10,800.00	10,800.00	10,800.00	32,400.00
				-	240,150.00	13,500.00	13,500.00	267,150.00
	Total Cellular HARDWARE			**1,079,370.00**	**1,614,968.00**	**13,500.00**	**13,500.00**	**1,641,968.00**
	Software License and Annual Maintenance							
Software	Poll Pad Software License	1086	625.00	628,125.00	678,750.00	-	-	678,750.00
	Annual Data Activation	1086	15.00	45,225.00	16,290.00	16,290.00	16,290.00	48,870.00
	Data Usage Per Election (Assuming 2 Elections/YR)*	1086	30.00	90,450.00	65,160.00	65,160.00	65,160.00	195,480.00
				763,800.00	760,200.00	81,450.00	81,450.00	923,100.00
Other Software	Epulse Real-Time Access Capability	1	25,000.00	25,000.00	25,000.00	-	-	25,000.00
	Poll Pad Annual Maintenance	1086	150.00	301,500.00	-	162,900.00	162,900.00	325,800.00
	Epulse Annual Maintenance for Real- Time Access Capability	1	5,000.00	10,000.00	-	5,000.00	5,000.00	10,000.00
	Single Tenant Charge	1	120,000.00	360,000.00	120,000.00	120,000.00	120,000.00	360,000.00
				696,500.00	145,000.00	287,900.00	287,900.00	720,800.00
	Total Software License and Annual Maintenance			**1,460,300.00**	**905,200.00**	**369,350.00**	**369,350.00**	**1,643,900.00**
	Training and Documentation	**16**	**15,000.00**	**240,000.00**	**240,000.00**	**-**	**-**	**240,000.00**
	Total Cellular Option			2,779,670.00	2,760,168.00	382,850.00	382,850.00	3,525,868.00

Other Items	**Paper**	
	Printer Paper (50 qty. case)	135.00
	Printer Paper (single roll)	3.00
	Accessories	
	USB-Lightning Cable 18" or 3'	10.00
	USB-Lightning Cable 9' or 10'	15.00
	USB Power Adapter	10.00
	Apple branded 3' USB Lightning Cable	20.00
	Apple branded USB Power Adapter	19.00
	Charging Carts	1,000.00

**This was not included in the original contract*

3. *Ongoing Maintenance and Support Fees*

Agency will pay Contractor the fee amounts listed below. During the M&S Period of Performance, Contractor shall invoice Agency at the time of the payment milestones during implementation, as specified in Part D.2 above. After Agency Acceptance of Project Closeout, including payment of the final Implementation Milestone, Contractor shall invoice Agency Quarterly.

Support Year (Starts after Phase 1 go-live)	Support Months	M&S Period of Performance	Description	Not-to-Exceed	Monthly Service Charge
	0		No M&S Services	N/A	N/A
1	**4**	**9/1/2024 – 12/31/2024**	Start after Implementation of Phase 1	$260,000	$65,000
2	**12**	**1/1/2025 – 12/31/2025**	Continuation	$795,000	$66,250
3	**6**	**1/1/2026 – 6/30/2026**	Continuation	$417,372	$69,562
Total Maintenance and Support Fees for this Contract:				**$1,472,372**	

4. *Software Licensing and Hosting Service Fees*

The table below defines the coverage periods for software licensing and the provision of Hosting Services.

Year	Coverage Period
1	April 2023 - December 2023
2	January 2024 - December 2024
3	January 2025 - December 2025
4	January 2026 - June 2026

Agency will pay Contractor the fee amounts listed below for coverage periods defined above.

Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost
Hosting fees	$225,000	$300,000	$300,000	$150,000		
Total for Hosting Services Fees:					**$975,000**	

ATTACHMENT B

Office of Nevada Secretary of State
Voter Registration Statistics
12/01/2024
Voters by County & Party

County Name	Democratic	Republican	Independent American Party	Libertarian	Non-partisan	Other	% of Total	Total Voters	County Responsibility
Carson City	11,085	17,217	2,375	545	14,287	957	6.8102%	**46,466**	**$ 50,999.24**
Churchill	2,498	10,355	965	210	6,285	446	3.0425%	**20,759**	**$ 22,784.25**
Douglas	8,551	23,519	2,194	474	11,177	798	6.8464%	**46,713**	**$ 51,270.33**
Elko	4,217	18,263	1,707	409	11,066	705	5.3301%	**36,367**	**$ 39,914.98**
Esmeralda	57	377	42	11	147	13	0.0948%	**647**	**$ 710.12**
Eureka	81	898	78	12	322	22	0.2071%	**1,413**	**$ 1,550.85**
Humboldt	1,455	6,340	528	106	3,312	188	1.7484%	**11,929**	**$ 13,092.80**
Lander	432	2,343	152	40	967	42	0.5827%	**3,976**	**$ 4,363.90**
Lincoln	357	2,149	187	24	691	35	0.5046%	**3,443**	**$ 3,778.90**
Lyon	7,789	23,688	2,843	613	17,216	1,180	7.8161%	**53,329**	**$ 58,531.79**
Mineral	735	1,441	196	33	1,307	26	0.5479%	**3,738**	**$ 4,102.68**
Nye	7,342	19,182	2,670	439	14,399	1,194	6.6285%	**45,226**	**$ 49,638.26**
Pershing	547	1,901	173	22	1,012	68	0.5457%	**3,723**	**$ 4,086.22**
Storey	697	2,041	220	57	1,208	52	0.6266%	**4,275**	**$ 4,692.07**
Washoe	116,881	124,598	19,402	4,495	118,260	10,758	57.8039%	**394,394**	**$ 432,871.20**
White Pine	758	3,135	338	38	1,533	96	0.8644%	**5,898**	**$ 6,473.41**
Total	**163,482**	**257,447**	**34,070**	**7,528**	**203,189**	**16,580**	**100.00%**	**682,296**	**$ 748,861.00**

This report has been generated from Nevada's statewide voter registration database. The transmission of registration information between the counties and the statewide database does not take place in real time.

Due to this turnaround time, the numbers reflected in this report may not exactly duplicate the registration numbers reflected in the county database at the precise moment such reports are generated.

"Active registration" status means a current registration of a voter in the official register, entitling such voter to voter in the manner provided pursuant to NRS 293.017.

"Inactive voter" means a voter designated as inactive pursuant to NRS 293.530 whose registration has not been cancelled.

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

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

RECOMMENDED MOTION:
Accept the September 2025 Douglas County Investment Report submitted by the Douglas County Treasurer, as presented.

FINANCIAL IMPACT:
The total 2025 earnings from investments through the end of September is $467,401.96.

BACKGROUND:
Per Douglas County Code 3.02.040, earnings from investments through the end of September 2025 total is $467,401.96. Attached is the Douglas County Investment Report for September 2025.

ATTACHMENTS:
September 2025 Douglas Monthly Report.pdf

Douglas County

Investment Report

As of September 30, 2025



MEEDER

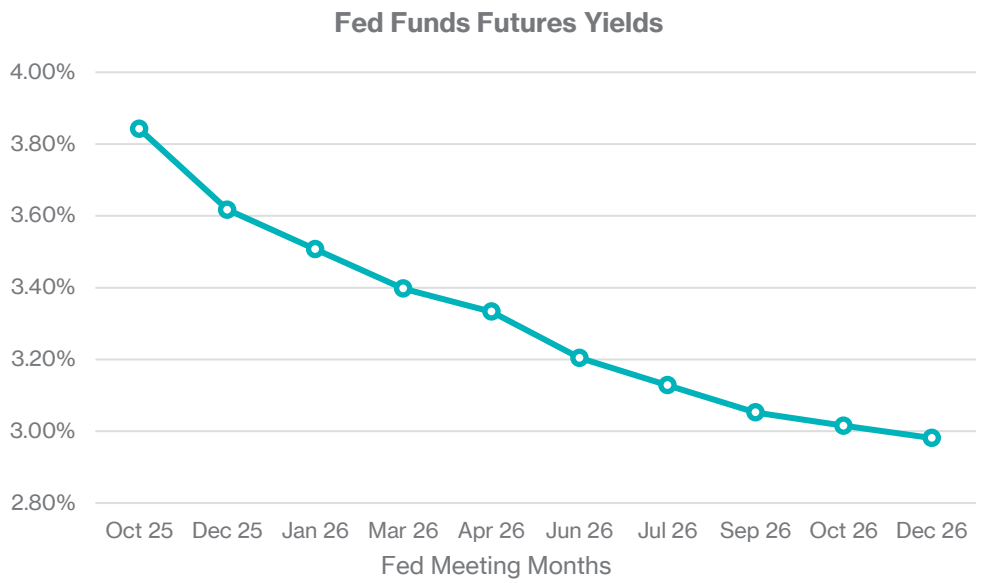
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

MEEDER PUBLIC FUNDS

- Fed lowered the Fed Funds rate by .25% at the September 17th meeting
- Labor market continued to show signs of slowing as 22,000 jobs were created in September
- U.S. Treasury rates were generally lower for the month of September
- GDP rebounded in Q2 to 3.8% from the tariff-induced decline of -0.5% in Q1
- Atlanta Fed's GDPNow forecast is projecting a 3.9% GDP for Q3
- The futures market and the Fed are expecting two more .25% cuts this year; more cuts in 2026

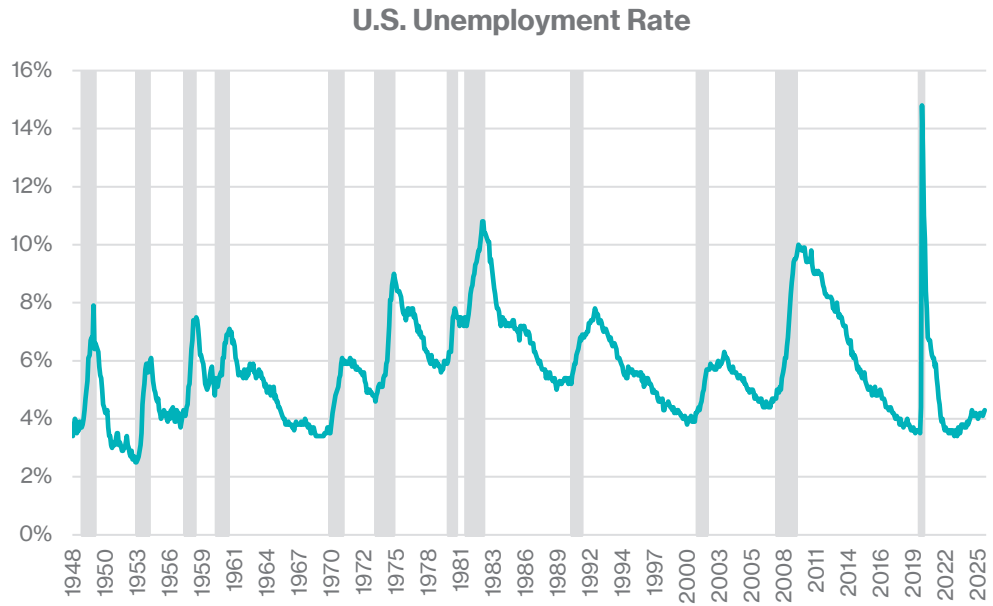
- The Fed Funds futures market is expecting the Fed Funds rate to end 2025 at about 3.6% and 2026 at approximately 3.0%.
- The Fed is watching both of their mandates (employment and inflation) closely to determine the path of Fed Funds. They say the risk is more tilted to slower job growth.

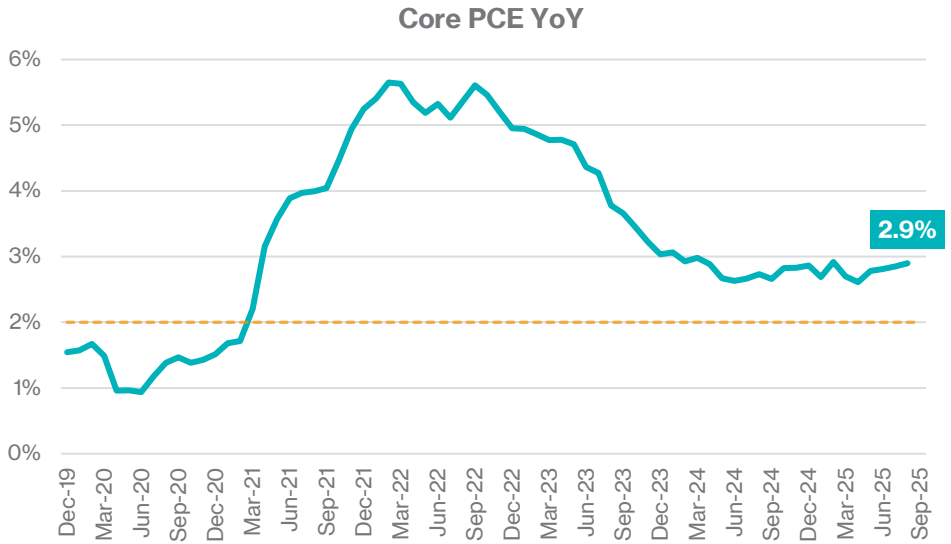


SOURCES: BLOOMBERG

- The current unemployment rate of 4.3% has moved up from earlier this year but remains low by historical standards.
- Lower immigration during 2025 has clouded the conclusions from lower nonfarm payrolls.
- Economists estimate not as many jobs are needed as compared to the previous few years to keep the unemployment rate low.

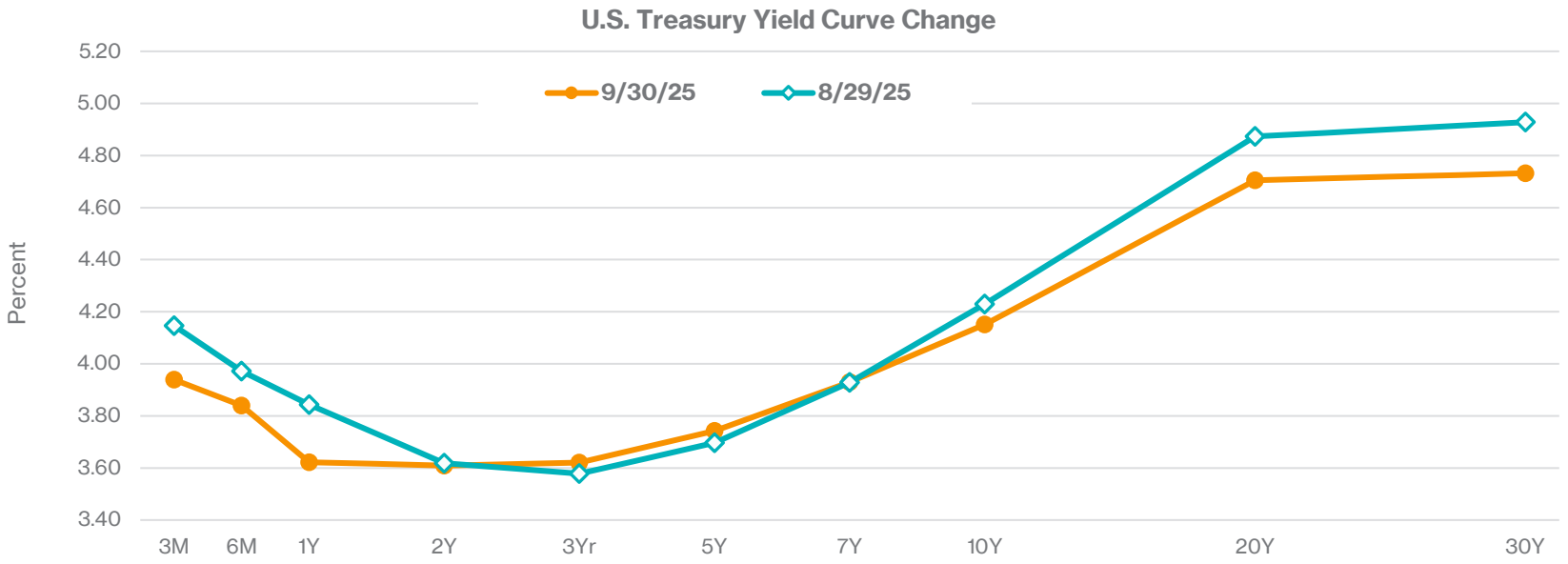
SOURCES: BLOOMBERG

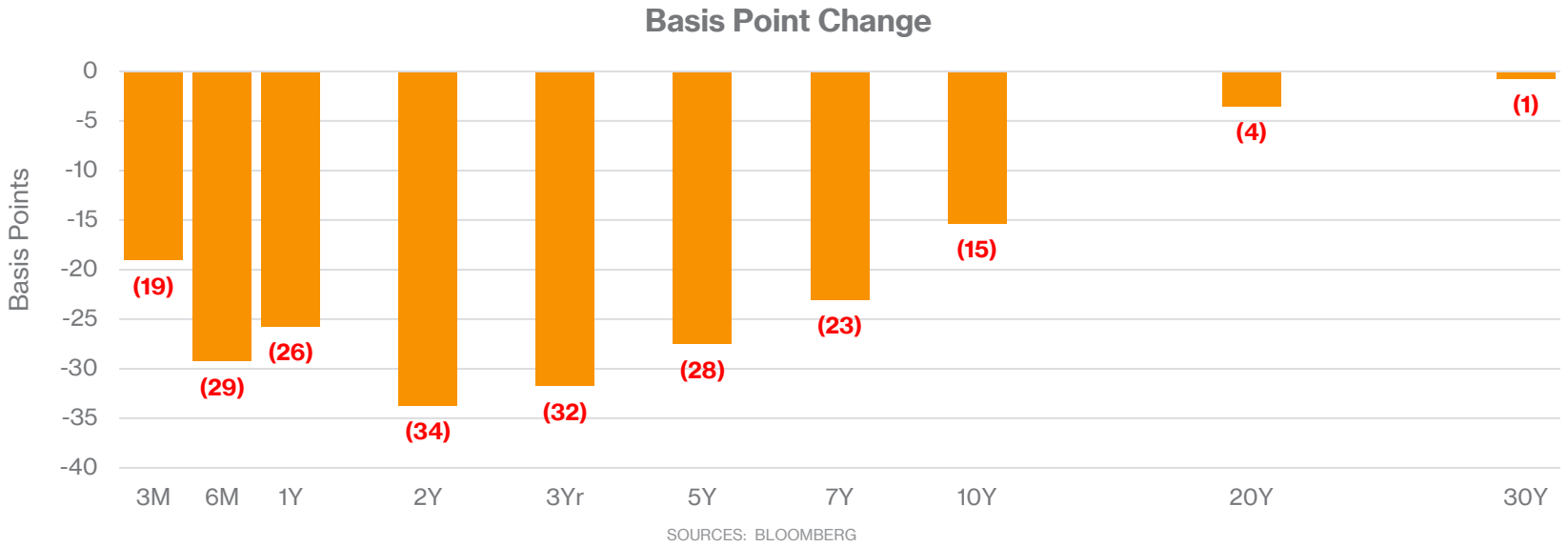




- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.9% and has been above the Fed's 2% target for 54 consecutive months.

SOURCES: BLOOMBERG





SOURCES: BLOOMBERG

MEEDER PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Summary

3.91
Weighted Average Yield to Maturity

1.98
Weighted Average Maturity (Years)

1.74
Portfolio Effective Duration (Years)

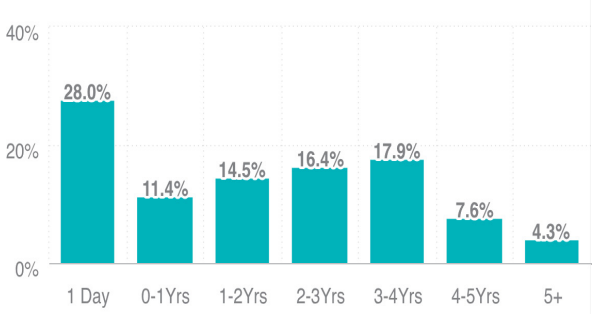
1.89
Weighted Average Life (Years)

AA
Average Credit Rating

Portfolio Position

Par Value	$147,584,110
Principal Cost	$145,790,091
Book Value	$146,492,663
Market Value	$146,900,856
Unrealized Gain/Loss	$408,193
Accrued Interest	$782,505

Maturity Distribution



Sector Allocation



LGIP	27.73%
U.S. Agencies	26.90%
Corporate Bonds	17.13%
MBS	8.48%
U.S. Treasuries	8.36%
Negotiable CD's	4.55%
Asset-Backed Securities	3.97%
Supranational	2.65%
Money Market Funds	0.22%

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	40,737,719.14	40,737,719.14	40,737,719.14	27.73%	1	4.27
Money Market Funds	324,834.38	324,834.38	324,834.38	0.22%	1	4.03
U.S. Treasuries	12,340,000.00	12,287,130.49	12,254,575.25	8.36%	723	3.29
U.S. Agencies	40,150,000.00	39,516,184.05	39,499,836.99	26.90%	1,026	3.52
MBS	12,585,556.47	12,450,865.53	12,369,266.35	8.48%	1,487	4.28
Negotiable CD's	6,696,000.00	6,691,261.25	6,691,665.69	4.55%	703	4.24
Asset-Backed Securities	5,750,000.00	5,831,951.12	5,795,074.34	3.97%	1,800	4.41
Corporate Bonds	25,000,000.00	25,170,490.00	24,978,904.78	17.13%	744	3.82
Supranational	4,000,000.00	3,890,420.00	3,840,786.32	2.65%	1,182	4.14
TOTAL	**147,584,109.99**	**146,900,855.97**	**146,492,663.23**	**100.00%**	**725**	**3.91**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		8,960.00	8,960.00			
TOTAL CASH AND INVESTMENTS	**147,584,109.99**	**146,909,815.97**	**146,501,623.23**		**725**	**3.91**

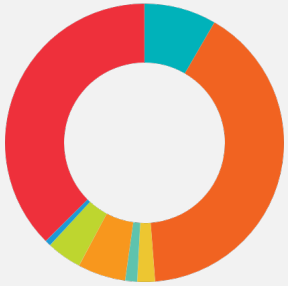
TOTAL EARNINGS

CURRENT MONTH
467,401.96

MEEDER PUBLIC FUNDS

Credit Quality

Allocation by Rating



AAA	8.37%
AA+	40.43%
AA	2.05%
AA-	1.39%
A+	5.55%
A	4.07%
A-	0.67%
NA	37.48%

Rating Distribution

SHORT TERM, MONEY MARKET FUNDS, & LGIPS RATINGS

	MARKET VALUE	ALLOCATION
AAA	324,834.38	0.22%
NA	40,737,719.14	27.73%
TOTAL	**41,062,553.52**	**27.95%**

LONG TERM RATINGS

	MARKET VALUE	ALLOCATION
AAA	11,964,257.78	8.14%
AA+	59,391,580.69	40.43%
AA	3,005,260.00	2.05%
AA-	2,043,240.00	1.39%
A+	8,151,670.00	5.55%
A	5,978,200.00	4.07%
A-	986,910.00	0.67%
NA	14,317,183.98	9.75%
TOTAL	**105,838,302.45**	**72.05%**

GRAND TOTAL	**146,900,855.97**	**100.00%**

Report reflects ratings issued by Standard & Poors

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
DOUGLAS COUNTY, NV												
LGIP												
NVLGIP	Nevada-LGIP	09/30/2025 09/30/2025	40,737,719.14	40,737,719.14 0.00	40,737,719.14	4.27		1	1.00 40,737,719.14	0.00 40,737,719.14	27.73	NA
LGIP TOTAL			**40,737,719.14**	**40,737,719.14 0.00**	**40,737,719.14**	**4.27**		**1**	**1.00 40,737,719.14**	**0.00 40,737,719.14**	**27.73**	**NA**
MONEY MARKET FUNDS												
X9USDDGCM	DREYFUS GVT CM;INST	09/30/2025 09/30/2025	324,834.38	324,834.38 0.00	324,834.38	4.03		1	1.00 324,834.38	0.00 324,834.38	0.22	Aaa AAA
MONEY MARKET FUNDS TOTAL			**324,834.38**	**324,834.38 0.00**	**324,834.38**	**4.03**		**1**	**1.00 324,834.38**	**0.00 324,834.38**	**0.22**	**AAA**
U.S. TREASURIES												
912828P46	US TREASURY 1.625 02/15/26	08/10/2022 08/10/2022	2,000,000.00	1,899,609.38 0.00	1,899,609.38	3.15	02/15/2026	138	99.14 1,982,890.62	(6,000.46) 1,988,891.08	1.35	Aa1 AA+
91282CBW0	US TREASURY 0.750 04/30/26	05/04/2021 05/04/2021	1,940,000.00	1,929,845.30 0.00	1,929,845.30	0.86	04/30/2026	212	98.25 1,905,974.22	(32,826.12) 1,938,800.34	1.30	Aa1 AA+
912828X88	US TREASURY 2.375 05/15/27	05/23/2022 05/23/2022	2,000,000.00	1,956,875.00 0.00	1,956,875.00	2.84	05/15/2027	592	97.99 1,959,843.76	(25,604.80) 1,985,448.56	1.33	Aa1 AA+
91282CGT2	US TREASURY 3.625 03/31/28	11/05/2024 11/06/2024	1,000,000.00	982,656.25 0.00	982,656.25	4.18	03/31/2028	913	100.03 1,000,312.50	13,058.27 987,254.23	0.68	Aa1 AA+
91282CHE4	US TREASURY 3.625 05/31/28	11/05/2024 11/06/2024	1,800,000.00	1,766,390.63 0.00	1,766,390.63	4.19	05/31/2028	974	100.02 1,800,281.25	25,397.93 1,774,883.32	1.23	Aa1 AA+
91282CHK0	US TREASURY 4.000 06/30/28	11/05/2024 11/06/2024	1,800,000.00	1,788,609.38 0.00	1,788,609.38	4.19	06/30/2028	1,004	100.98 1,817,718.75	26,295.92 1,791,422.83	1.24	Aa1 AA+
91282CLC3	US TREASURY 4.000 07/31/29	11/05/2024 11/06/2024	1,800,000.00	1,785,023.44 0.00	1,785,023.44	4.19	07/31/2029	1,400	101.12 1,820,109.38	32,234.50 1,787,874.88	1.24	Aa1 AA+
U.S. TREASURIES TOTAL			**12,340,000.00**	**12,109,009.38 0.00**	**12,109,009.38**	**3.29**		**723**	**99.59 12,287,130.49**	**32,555.24 12,254,575.25**	**8.36**	**AA+**
U.S. AGENCIES												
3135G06G3	FANNIE MAE 0.500 11/07/25	12/02/2020 12/02/2020	2,000,000.00	1,997,280.00 0.00	1,997,280.00	0.53	11/07/2025	38	99.63 1,992,580.00	(7,363.48) 1,999,943.48	1.36	Aa1 AA+
3130AWLZ1	FHLBANKS 4.750 06/12/26	11/28/2023 11/28/2023	1,750,000.00	1,748,617.50 0.00	1,748,617.50	4.78	06/12/2026	255	100.62 1,760,850.00	11,265.35 1,749,584.65	1.20	Aa1 AA+
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	10/28/2021 10/28/2021	2,000,000.00	2,000,000.00 0.00	2,000,000.00	1.10	10/28/2026	393	96.93 1,938,500.00	(58,505.09) 1,997,005.09	1.32	Aa1 AA+
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	11/23/2021 11/23/2021	2,000,000.00	2,000,000.00 0.00	2,000,000.00	1.50	11/23/2026	419	97.31 1,946,200.00	(53,800.00) 2,000,000.00	1.32	Aa1 AA+
3130AQA45	FHLBANKS 2.250 12/21/26	12/21/2021 12/21/2021	2,000,000.00	1,999,400.00 0.00	1,999,400.00	1.66	12/21/2026	447	98.18 1,963,680.00	(36,154.03) 1,999,834.03	1.34	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	10/12/2023 10/12/2023	2,000,000.00	1,823,280.00 0.00	1,823,280.00	4.87	01/13/2027	470	97.34 1,946,880.00	18,448.69 1,928,431.31	1.33	NA NA
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	03/18/2022 03/18/2022	2,000,000.00	1,949,360.00 0.00	1,949,360.00	2.22	03/10/2027	526	97.11 1,942,120.00	(42,782.14) 1,984,902.14	1.32	Aa1 AA+
3130AT2L0	FHLBANKS 4.050 08/25/27 '25	08/30/2022 08/30/2022	1,500,000.00	1,500,000.00 0.00	1,500,000.00	4.05	08/25/2027	694	99.66 1,494,840.00	(5,160.00) 1,500,000.00	1.02	Aa1 AA+
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	12/12/2024 12/13/2024	2,000,000.00	1,829,160.00 0.00	1,829,160.00	4.19	09/22/2027	722	94.29 1,885,720.00	7,314.91 1,878,405.09	1.28	Aa1 AA+
3130AMVK5	FHLBANKS 2.000 12/29/27	12/29/2022 12/29/2022	1,000,000.00	874,000.00 0.00	874,000.00	4.50	12/29/2027	820	95.99 959,940.00	19,009.38 940,930.62	0.65	Aa1 AA+
31422XW99	FARMER MAC 3.850 02/14/28 MTN	02/14/2023 02/14/2023	2,000,000.00	1,993,880.00 0.00	1,993,880.00	3.92	02/14/2028	867	99.94 1,998,700.00	1,764.10 1,996,935.90	1.36	NA NA
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	02/08/2023 02/08/2023	2,000,000.00	1,966,860.00 0.00	1,966,860.00	3.97	07/24/2028	1,028	99.75 1,994,920.00	12,628.21 1,982,291.79	1.36	Aa1 AA+
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	09/05/2023 09/05/2023	2,005,000.00	2,025,451.00 0.00	2,025,451.00	4.26	08/28/2028	1,063	102.15 2,048,087.45	30,924.86 2,017,162.59	1.39	Aa1 AA+
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	02/22/2024 02/22/2024	1,800,000.00	1,783,728.00 0.00	1,783,728.00	4.33	02/13/2029	1,232	101.13 1,820,268.00	31,510.55 1,788,757.45	1.24	Aa1 AA+
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	05/17/2024 05/17/2024	1,300,000.00	1,318,239.00 0.00	1,318,239.00	4.43	04/30/2029	1,308	103.27 1,342,523.00	29,176.16 1,313,346.84	0.91	Aa1 AA+
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	05/06/2024 05/06/2024	2,000,000.00	2,017,300.00 0.00	2,017,300.00	4.55	04/30/2029	1,308	103.27 2,065,420.00	52,833.81 2,012,586.19	1.41	Aa1 AA+
31315PX53	FARMER MAC 3.650 08/14/29 MTN	09/05/2024 09/06/2024	1,930,000.00	1,933,242.40 0.00	1,933,242.40	3.61	08/14/2029	1,414	99.03 1,911,201.80	(21,310.47) 1,932,512.27	1.30	NA NA
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	09/16/2024 09/17/2024	2,000,000.00	2,004,800.00 0.00	2,004,800.00	3.45	09/10/2029	1,441	99.26 1,985,120.00	(18,648.00) 2,003,768.00	1.35	Aa1 AA+
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	09/03/2024 09/04/2024	1,925,000.00	1,779,893.50 0.00	1,779,893.50	3.86	09/24/2029	1,455	93.08 1,791,713.00	(18,636.07) 1,810,349.07	1.22	Aa1 AA+
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	08/16/2024 08/19/2024	500,000.00	430,500.00 0.00	430,500.00	4.13	05/28/2030	1,701	89.08 445,375.00	1,668.27 443,706.73	0.30	Aa1 AA+
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	02/07/2023 02/07/2023	1,900,000.00	1,624,766.00 0.00	1,624,766.00	4.36	02/17/2032	2,331	89.41 1,698,790.00	303.49 1,698,486.51	1.16	Aa1 AA+
3130ATS65	FHLBANKS 4.875 09/10/32	09/22/2023 09/22/2023	1,000,000.00	1,006,720.00 0.00	1,006,720.00	4.78	09/10/2032	2,537	104.64 1,046,400.00	41,104.58 1,005,295.42	0.71	Aa1 AA+
3130AV4X7	FHLBANKS 4.375 03/11/33	10/24/2023 10/24/2023	500,000.00	462,220.00 0.00	462,220.00	5.41	03/11/2033	2,719	101.71 508,555.00	39,310.11 469,244.89	0.35	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	05/05/2023 05/05/2023	1,040,000.00	1,048,153.60 0.00	1,048,153.60	3.90	04/20/2033	2,759	98.83 1,027,800.80	(18,556.12) 1,046,356.92	0.70	Aa1 AA+
U.S. AGENCIES TOTAL			**40,150,000.00**	**39,116,851.00 0.00**	**39,116,851.00**	**3.52**		**1,026**	**98.55 39,516,184.05**	**16,347.06 39,499,836.99**	**26.90**	**AA+**
MBS												
3137FLN91	FH-K091-A2	03/20/2025 03/25/2025	2,000,000.00	1,942,500.00 0.00	1,942,500.00	4.29	03/25/2029	1,272	98.63 1,972,607.58	22,504.94 1,950,102.64	1.34	Aa1 AAA
3132XKTY3	FH WN5066	02/27/2025 02/28/2025	1,000,000.00	986,953.12 0.00	986,953.12	4.37	08/01/2029	1,401	100.24 1,002,375.64	13,685.63 988,690.01	0.68	Aa1 AA+
3132XDBQ5	FH WA4446	05/01/2025 05/06/2025	1,335,556.47	1,331,174.17 0.00	1,331,174.17	4.20	09/01/2029	1,432	100.28 1,339,232.78	7,647.85 1,331,584.93	0.91	Aa1 AA+
3132XKXN2	FH WN5184	08/19/2025 08/22/2025	2,000,000.00	2,008,828.12 0.00	2,008,828.12	4.28	11/01/2029	1,493	100.86 2,017,109.00	8,511.38 2,008,597.62	1.37	Aa1 AA+
3140HW4G4	FN BL5322	07/01/2025 07/07/2025	2,500,000.00	2,309,765.63 0.00	2,309,765.63	4.30	01/01/2030	1,554	92.87 2,321,634.00	1,886.58 2,319,747.42	1.58	Aa1 AA+
3137HKXJ8	FH-K539-A2	09/25/2025 09/30/2025	1,500,000.00	1,520,625.00 5,328.75	1,525,953.75	4.02	01/25/2030	1,578	101.26 1,518,846.57	(1,765.16) 1,520,611.73	1.03	Aa1 AA+
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	06/04/2025 06/12/2025	1,250,000.00	1,249,955.00 0.00	1,249,955.00	4.48	02/25/2030	1,609	101.01 1,262,682.93	12,724.98 1,249,957.95	0.86	Aa1 AA+
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	05/21/2025 05/29/2025	1,000,000.00	999,972.00 0.00	999,972.00	4.38	02/25/2030	1,609	101.64 1,016,377.04	16,402.99 999,974.05	0.69	Aa1 AA+
MBS TOTAL			**12,585,556.47**	**12,349,773.04 5,328.75**	**12,355,101.79**	**4.28**		**1,487**	**99.03 12,450,865.53**	**81,599.19 12,369,266.35**	**8.48**	**AA+**
NEGOTIABLE CD'S												
05600XQB9	BMO BNK 4.600 05/08/26	05/09/2023 05/09/2023	248,000.00	247,655.28 0.00	247,655.28	4.65	05/08/2026	220	100.37 248,912.64	984.94 247,927.70	0.17	NA NA
501798TW2	MILESTONE BANK 4.500 05/18/26	05/18/2023 05/18/2023	248,000.00	247,655.28 0.00	247,655.28	4.55	05/18/2026	230	99.64 247,111.54	(811.77) 247,923.31	0.17	NA NA
020080CN5	ALMA BNK 4.500 05/19/26	05/19/2023 05/19/2023	248,000.00	247,650.32 0.00	247,650.32	4.55	05/19/2026	231	99.65 247,133.41	(789.46) 247,922.88	0.17	NA NA
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	05/19/2023 05/19/2023	248,000.00	247,650.32 0.00	247,650.32	4.45	05/19/2026	231	99.59 246,983.44	(939.54) 247,922.97	0.17	NA NA
06610QFC0	BANKERS BANK 4.500 05/26/26	05/26/2023 05/26/2023	248,000.00	247,650.32 0.00	247,650.32	4.55	05/26/2026	238	99.65 247,125.04	(795.28) 247,920.32	0.17	NA NA
89235MLC3	TOYOTA FINL SVGS 0.950 07/15/26	07/15/2021 07/15/2021	248,000.00	248,000.00 0.00	248,000.00	0.95	07/15/2026	288	97.73 242,365.44	(5,634.56) 248,000.00	0.16	NA NA
795451AK9	SALLIE MAE BNK 1.100 08/11/26	08/11/2021 08/11/2021	248,000.00	248,000.00 0.00	248,000.00	1.10	08/11/2026	315	97.66 242,194.32	(5,805.68) 248,000.00	0.16	NA NA
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	11/06/2023 11/06/2023	248,000.00	247,628.00 0.00	247,628.00	5.15	11/03/2026	399	100.12 248,305.40	444.44 247,860.96	0.17	NA NA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	05/17/2023 05/17/2023	248,000.00	247,595.76 0.00	247,595.76	4.45	11/17/2026	413	99.39 246,484.60	(1,379.58) 247,864.18	0.17	NA NA
254673E36	CAPITL ONE NA 3.200 05/24/27	05/27/2022 05/27/2022	248,000.00	248,000.00 0.00	248,000.00	3.20	05/24/2027	601	99.20 246,003.60	(1,996.40) 248,000.00	0.17	NA NA
32026US23	FIRST FOUND 4.500 06/21/27	06/21/2023 06/21/2023	248,000.00	247,504.00 0.00	247,504.00	4.54	06/21/2027	629	99.25 246,141.31	(1,630.41) 247,771.73	0.17	NA NA
910286GM9	UNITED FIDELITY 4.550 06/29/27	06/29/2023 06/29/2023	248,000.00	247,546.16 0.00	247,546.16	4.60	06/29/2027	637	99.59 246,986.59	(806.96) 247,793.54	0.17	NA NA
14042TJD0	CAPITL ONE NA 3.550 08/03/27	08/04/2022 08/04/2022	248,000.00	248,000.00 0.00	248,000.00	3.55	08/03/2027	672	99.80 247,494.08	(505.92) 248,000.00	0.17	NA NA
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	08/05/2024 08/14/2024	248,000.00	247,628.00 0.00	247,628.00	4.10	08/13/2027	682	100.72 249,778.16	2,019.17 247,758.99	0.17	NA NA
62847NEQ5	MVB BANK 4.150 08/13/27	08/02/2024 08/13/2024	248,000.00	248,000.00 0.00	248,000.00	4.15	08/13/2027	682	100.00 248,000.00	0.00 248,000.00	0.17	NA NA
02007G3Q4	ALLY BANK 3.900 09/20/27	10/02/2024 10/03/2024	248,000.00	248,000.00 0.00	248,000.00	3.90	09/20/2027	720	100.00 248,000.00	0.00 248,000.00	0.17	NA NA
062119BK7	BANK FIVE 4.650 03/20/28	03/20/2023 03/20/2023	248,000.00	248,000.00 0.00	248,000.00	4.65	03/20/2028	902	102.37 253,870.16	5,870.16 248,000.00	0.17	NA NA
61690U3V0	MSBNA 4.650 04/06/28	04/06/2023 04/06/2023	248,000.00	247,975.20 0.00	247,975.20	4.65	04/06/2028	919	99.85 247,632.20	(349.14) 247,981.35	0.17	NA NA
12547CAX6	CIBC BANK 4.450 04/13/28	04/14/2023 04/14/2023	248,000.00	247,380.00 0.00	247,380.00	4.51	04/13/2028	926	99.42 246,560.54	(1,110.41) 247,670.95	0.17	NA NA
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	06/21/2023 06/21/2023	248,000.00	247,444.48 0.00	247,444.48	4.55	06/21/2028	995	99.56 246,907.47	(777.74) 247,685.21	0.17	NA NA
857894Q77	STEARNS BANK 4.050 08/14/28	08/02/2024 08/13/2024	248,000.00	247,752.00 0.00	247,752.00	4.08	08/14/2028	1,049	99.93 247,822.23	9.93 247,812.30	0.17	NA NA
90355GHQ2	UBS USA 5.000 11/08/28	11/08/2023 11/08/2023	248,000.00	247,451.92 0.00	247,451.92	5.05	11/08/2028	1,135	101.03 250,556.31	2,905.95 247,650.36	0.17	NA NA
02589AF98	AM EX BK 5.000 11/08/28	11/08/2023 11/08/2023	248,000.00	247,451.92 0.00	247,451.92	5.05	11/08/2028	1,135	100.85 250,118.06	2,468.45 247,649.61	0.17	NA NA
61768EE82	MORGAN PVT BNK 5.050 11/08/28	11/08/2023 11/08/2023	248,000.00	247,456.88 0.00	247,456.88	5.05	11/08/2028	1,135	101.13 250,809.22	3,156.58 247,652.65	0.17	NA NA
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	11/17/2023 11/17/2023	248,000.00	247,454.40 0.00	247,454.40	4.95	11/17/2028	1,144	100.75 249,871.37	2,225.00 247,646.37	0.17	NA NA
8562834U7	SBI CHICAGO 5.000 11/24/28	11/24/2023 11/24/2023	248,000.00	247,456.88 0.00	247,456.88	5.05	11/24/2028	1,151	101.87 252,630.16	4,986.33 247,643.83	0.17	NA NA
146102AP3	CARTER BANK & TR 4.300 03/20/29	03/20/2024 03/20/2024	248,000.00	247,444.48 0.00	247,444.48	4.35	03/20/2029	1,267	98.98 245,463.96	(2,142.53) 247,606.49	0.17	NA NA
NEGOTIABLE CD'S TOTAL			**6,696,000.00**	**6,687,431.60 0.00**	**6,687,431.60**	**4.24**		**703**	**99.94 6,691,261.25**	**(404.44) 6,691,665.69**	**4.55**	**NA**
ASSET-BACKED SECURITIES												

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
89240JAD3	TART-25A-A3	01/22/2025 01/29/2025	1,750,000.00	1,749,929.83 0.00	1,749,929.83	4.69	08/15/2029	1,415	101.09 1,769,140.92	19,200.73 1,749,940.19	1.20	Aaa NA
43814VAC1	HONDO-251-A3	02/04/2025 02/11/2025	2,000,000.00	1,999,938.40 0.00	1,999,938.40	4.57	09/21/2029	1,452	101.11 2,022,235.00	22,288.11 1,999,946.89	1.38	NA AAA
02582JKT6	AXCMT-255-A	09/04/2025 09/05/2025	2,000,000.00	2,045,859.38 0.00	2,045,859.38	4.02	07/15/2032	2,480	102.03 2,040,575.20	(4,612.06) 2,045,187.26	1.39	NA AAA
ASSET-BACKED SECURITIES TOTAL			**5,750,000.00**	**5,795,727.61 0.00**	**5,795,727.61**	**4.41**		**1,800**	**101.43 5,831,951.12**	**36,876.78 5,795,074.34**	**3.97**	**AAA**
CORPORATE BONDS												
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	03/16/2021 03/16/2021	1,000,000.00	980,900.00 0.00	980,900.00	1.17	12/07/2025	68	99.35 993,490.00	(5,751.13) 999,241.13	0.68	Aa1 AA+
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	01/07/2021 01/07/2021	1,000,000.00	1,004,130.00 0.00	1,004,130.00	0.66	12/07/2025	68	99.35 993,490.00	(6,597.74) 1,000,087.74	0.68	Aa1 AA+
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	02/25/2021 02/25/2021	1,000,000.00	993,650.00 0.00	993,650.00	0.83	01/15/2026	107	98.99 989,900.00	(9,716.63) 999,616.63	0.67	A1 A
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	06/09/2021 06/09/2021	1,000,000.00	999,030.00 0.00	999,030.00	1.17	06/09/2026	252	97.98 979,810.00	(20,052.50) 999,862.50	0.67	Aa1 AA+
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	12/12/2024 12/13/2024	1,500,000.00	1,504,980.00 0.00	1,504,980.00	4.34	08/07/2026	311	100.56 1,508,370.00	5,805.55 1,502,564.45	1.03	A1 A+
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	09/14/2021 09/14/2021	1,000,000.00	998,260.00 0.00	998,260.00	1.19	09/14/2026	349	97.52 975,150.00	(24,510.21) 999,660.21	0.66	A2 A
931142ER0	WALMART 1.050 09/17/26 '26	09/17/2021 09/17/2021	1,000,000.00	998,110.00 0.00	998,110.00	1.09	09/17/2026	352	97.47 974,740.00	(24,888.77) 999,628.77	0.66	Aa2 AA
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	12/11/2023 12/11/2023	2,000,000.00	2,000,000.00 0.00	2,000,000.00	5.25	12/11/2026	437	101.46 2,029,200.00	29,200.00 2,000,000.00	1.38	Aa2 A+
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	02/14/2023 02/14/2023	1,000,000.00	943,510.00 0.00	943,510.00	4.64	04/27/2027	574	98.77 987,650.00	9,595.71 978,054.29	0.67	A3 A
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	06/29/2022 06/29/2022	1,000,000.00	965,500.00 0.00	965,500.00	4.04	05/16/2027	593	99.10 991,000.00	3,019.44 987,980.56	0.67	Aa3 A
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	12/08/2023 12/08/2023	1,000,000.00	939,580.00 0.00	939,580.00	4.98	10/21/2027	751	98.69 986,910.00	19,703.29 967,206.71	0.67	A1 A-
023135CP9	AMAZON.COM 4.550 12/01/27 '27	02/24/2023 02/24/2023	2,000,000.00	1,982,400.00 0.00	1,982,400.00	4.76	12/01/2027	792	101.53 2,030,520.00	38,822.90 1,991,697.10	1.38	A1 AA
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	04/19/2024 04/19/2024	1,000,000.00	982,250.00 0.00	982,250.00	5.15	01/12/2028	834	101.45 1,014,540.00	25,547.33 988,992.67	0.69	A1 A+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
478160DH4	JOHNSON&-JOHNSON 4.550 03/01/28 '28	02/19/2025 02/20/2025	2,000,000.00	2,002,440.00 0.00	2,002,440.00	4.51	03/01/2028	883	101.92 2,038,420.00	36,485.69 2,001,934.31	1.39	Aaa AAA
571676AT2	MARS 4.550 04/20/28 '28	05/05/2023 05/05/2023	1,000,000.00	1,013,530.00 0.00	1,013,530.00	4.24	04/20/2028	933	101.25 1,012,510.00	5,449.95 1,007,060.05	0.69	A2 A
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	06/14/2024 06/17/2024	2,000,000.00	2,068,800.00 0.00	2,068,800.00	4.89	09/29/2028	1,095	104.89 2,097,880.00	49,759.12 2,048,120.88	1.43	Aa3 A+
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29	01/16/2024 01/16/2024	2,000,000.00	2,003,920.00 0.00	2,003,920.00	4.86	01/11/2029	1,199	102.16 2,043,240.00	40,712.43 2,002,527.57	1.39	Aa3 AA-
857477CW1	STATE STREET 4.729 02/28/30 '30	02/27/2025 02/28/2025	1,000,000.00	1,003,380.00 0.00	1,003,380.00	4.63	02/28/2030	1,612	102.20 1,021,990.00	19,014.85 1,002,975.15	0.70	Aa3 A
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	09/29/2025 09/30/2025	1,500,000.00	1,501,695.00 3,631.25	1,505,326.25	4.12	09/15/2030	1,811	100.11 1,501,680.00	(14.05) 1,501,694.05	1.02	Aa3 A+
CORPORATE BONDS TOTAL			**25,000,000.00**	**24,886,065.00 3,631.25**	**24,889,696.25**	**3.82**		**744**	**100.72 25,170,490.00**	**191,585.22 24,978,904.78**	**17.13**	**A+**
SUPRANATIONAL												
459058KT9	IBRD 3.500 07/12/28 MTN	01/05/2024 01/05/2024	2,000,000.00	1,949,480.00 0.00	1,949,480.00	4.12	07/12/2028	1,016	99.55 1,990,980.00	22,642.75 1,968,337.25	1.36	Aaa AAA
4581X0DG0	IDB 2.250 06/18/29 MTN	07/29/2024 07/30/2024	2,000,000.00	1,833,200.00 0.00	1,833,200.00	4.15	06/18/2029	1,357	94.97 1,899,440.00	26,990.93 1,872,449.07	1.29	Aaa AAA
SUPRANATIONAL TOTAL			**4,000,000.00**	**3,782,680.00 0.00**	**3,782,680.00**	**4.14**		**1,182**	**97.31 3,890,420.00**	**49,633.68 3,840,786.32**	**2.65**	**AAA**
DOUGLAS COUNTY, NV TOTAL			**147,584,109.99**	**145,790,091.16 8,960.00**	**145,799,051.16**	**3.91**		**725**	**146,900,855.97**	**408,192.73 146,492,663.23**	**100.00**	**AA**
GRAND TOTAL			**147,584,109.99**	**145,790,091.16 8,960.00**	**145,799,051.16**	**3.91**		**725**	**146,900,855.97**	**408,192.73 146,492,663.23**	**100.00**	**AA**

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
DOUGLAS COUNTY, NV									
02007G3Q4	ALLY BANK 3.900 09/20/27	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
020080CN5	ALMA BNK 4.500 05/19/26	248,000.00	247,650.32	(349.68)	247,912.82	10.06	247,922.88	272.56	(77.12)
02589AF98	AM EX BK 5.000 11/08/28	248,000.00	247,451.92	(548.08)	247,640.34	9.27	247,649.61	197.69	(350.39)
023135CP9	AMAZON.COM 4.550 12/01/27 '27	2,000,000.00	1,982,400.00	(17,600.00)	1,991,382.20	314.90	1,991,697.10	9,297.10	(8,302.90)
02582JKT6	AXCMT-255-A	2,000,000.00	2,045,859.38	45,859.38	0.00	(672.12)	2,045,187.26	(672.12)	45,187.26
062119BK7	BANK FIVE 4.650 03/20/28	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
06610QFC0	BANKERS BANK 4.500 05/26/26	248,000.00	247,650.32	(349.68)	247,910.23	10.09	247,920.32	270.00	(79.68)
05600XQB9	BMO BNK 4.600 05/08/26	248,000.00	247,655.28	(344.72)	247,917.79	9.90	247,927.70	272.42	(72.30)
05580AXF6	BMW Bank of North America 0.5 09/25/2025	248,000.00	248,000.00	0.00	248,000.00	0.00	0.00	0.00	0.00
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	1,000,000.00	939,580.00	(60,420.00)	965,894.98	1,311.73	967,206.71	27,626.71	(32,793.29)
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	1,000,000.00	965,500.00	(34,500.00)	987,371.47	609.09	987,980.56	22,480.56	(12,019.44)
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	248,000.00	247,628.00	(372.00)	247,850.47	10.48	247,860.96	232.96	(139.04)
254673E36	CAPITL ONE NA 3.200 05/24/27	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
14042TJD0	CAPITL ONE NA 3.550 08/03/27	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
146102AP3	CARTER BANK & TR 4.300 03/20/29	248,000.00	247,444.48	(555.52)	247,597.16	9.32	247,606.49	162.01	(393.51)
12547CAX6	CIBC BANK 4.450 04/13/28	248,000.00	247,380.00	(620.00)	247,660.28	10.67	247,670.95	290.95	(329.05)
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	2,000,000.00	2,068,800.00	68,800.00	2,049,478.95	(1,358.07)	2,048,120.88	(20,679.12)	48,120.88
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	1,000,000.00	998,260.00	(1,740.00)	999,630.92	29.29	999,660.21	1,400.21	(339.79)
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	248,000.00	247,628.00	(372.00)	247,748.38	10.62	247,758.99	130.99	(241.01)
3135G06G3	FANNIE MAE 0.500 11/07/25	2,000,000.00	1,997,280.00	(2,720.00)	1,999,897.66	45.83	1,999,943.48	2,663.48	(56.52)
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	2,000,000.00	1,823,280.00	(176,720.00)	1,923,853.36	4,577.95	1,928,431.31	105,151.31	(71,568.69)
31315PX53	FARMER MAC 3.650 08/14/29 MTN	1,930,000.00	1,933,242.40	3,242.40	1,932,565.61	(53.34)	1,932,512.27	(730.13)	2,512.27
31422XW99	FARMER MAC 3.850 02/14/28 MTN	2,000,000.00	1,993,880.00	(6,120.00)	1,996,829.76	106.15	1,996,935.90	3,055.90	(3,064.10)
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	500,000.00	430,500.00	(69,500.00)	442,713.32	993.41	443,706.73	13,206.73	(56,293.27)
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	2,000,000.00	1,949,360.00	(50,640.00)	1,984,039.40	862.74	1,984,902.14	35,542.14	(15,097.86)
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	2,000,000.00	2,004,800.00	4,800.00	2,003,846.50	(78.50)	2,003,768.00	(1,032.00)	3,768.00
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	2,000,000.00	1,966,860.00	(33,140.00)	1,981,774.51	517.28	1,982,291.79	15,431.79	(17,708.21)
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	1,040,000.00	1,048,153.60	8,153.60	1,046,426.07	(69.15)	1,046,356.92	(1,796.68)	6,356.92

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	1,800,000.00	1,783,728.00	(16,272.00)	1,788,483.46	273.99	1,788,757.45	5,029.45	(11,242.55)
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	2,005,000.00	2,025,451.00	20,451.00	2,017,506.17	(343.58)	2,017,162.59	(8,288.41)	12,162.59
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2,000,000.00	2,017,300.00	17,300.00	2,012,875.08	(288.89)	2,012,586.19	(4,713.81)	12,586.19
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	1,300,000.00	1,318,239.00	18,239.00	1,313,653.19	(306.35)	1,313,346.84	(4,892.16)	13,346.84
3136G43L5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.55 09/30/2025	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00	0.00	0.00
3132XDBQ5	FH WA4446	1,336,908.62	1,332,521.88	(4,386.74)	1,332,849.71	83.26	1,331,584.93	411.09	(3,971.55)
3132XKTY3	FH WN5066	1,000,000.00	986,953.12	(13,046.88)	988,447.65	242.36	988,690.01	1,736.89	(11,309.99)
3132XKXN2	FH WN5184	2,000,000.00	2,008,828.12	8,828.12	2,008,770.50	(172.87)	2,008,597.62	(230.50)	8,597.62
3137FLN91	FH-K091-A2	2,000,000.00	1,942,500.00	(57,500.00)	1,948,902.23	1,200.42	1,950,102.64	7,602.64	(49,897.36)
3137HKXJ8	FH-K539-A2	1,500,000.00	1,520,625.00	20,625.00	0.00	(13.27)	1,520,611.73	(13.27)	20,611.73
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	2,000,000.00	1,829,160.00	(170,840.00)	1,873,345.67	5,059.43	1,878,405.09	49,245.09	(121,594.91)
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	2,000,000.00	2,000,000.00	0.00	1,996,775.89	229.20	1,997,005.09	(2,994.91)	(2,994.91)
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130AMVK5	FHLBANKS 2.000 12/29/27	1,000,000.00	874,000.00	(126,000.00)	938,766.90	2,163.71	940,930.62	66,930.62	(59,069.38)
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	1,925,000.00	1,779,893.50	(145,106.50)	1,807,983.51	2,365.56	1,810,349.07	30,455.57	(114,650.93)
3130AQA45	FHLBANKS 2.250 12/21/26	2,000,000.00	1,999,400.00	(600.00)	1,999,822.86	11.16	1,999,834.03	434.03	(165.97)
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	1,900,000.00	1,624,766.00	(275,234.00)	1,695,891.92	2,594.59	1,698,486.51	73,720.51	(201,513.49)
3130AT2L0	FHLBANKS 4.050 08/25/27 '25	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
3130AV4X7	FHLBANKS 4.375 03/11/33	500,000.00	462,220.00	(37,780.00)	468,905.43	339.46	469,244.89	7,024.89	(30,755.11)
3130AWLZ1	FHLBANKS 4.750 06/12/26	1,750,000.00	1,748,617.50	(1,382.50)	1,749,535.59	49.06	1,749,584.65	967.15	(415.35)
3130ATS65	FHLBANKS 4.875 09/10/32	1,000,000.00	1,006,720.00	6,720.00	1,005,358.06	(62.64)	1,005,295.42	(1,424.58)	5,295.42
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	1,000,000.00	999,972.00	(28.00)	999,973.56	0.49	999,974.05	2.05	(25.95)
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	1,250,000.00	1,249,955.00	(45.00)	1,249,957.15	0.80	1,249,957.95	2.95	(42.05)
32026US23	FIRST FOUND 4.500 06/21/27	248,000.00	247,504.00	(496.00)	247,760.82	10.90	247,771.73	267.73	(228.27)
3140HW4G4	FN BL5322	2,500,000.00	2,309,765.63	(190,234.37)	2,316,265.40	3,482.02	2,319,747.42	9,981.79	(180,252.58)
43814VAC1	HONDO-251-A3	2,000,000.00	1,999,938.40	(61.60)	1,999,945.79	1.10	1,999,946.89	8.49	(53.11)
459058KT9	IBRD 3.500 07/12/28 MTN	2,000,000.00	1,949,480.00	(50,520.00)	1,967,401.41	935.84	1,968,337.25	18,857.25	(31,662.75)
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	248,000.00	247,650.32	(349.68)	247,912.93	10.05	247,922.97	272.65	(77.03)
4581X0DG0	IDB 2.250 06/18/29 MTN	2,000,000.00	1,833,200.00	(166,800.00)	1,869,627.15	2,821.92	1,872,449.07	39,249.07	(127,550.93)

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	1,000,000.00	993,650.00	(6,350.00)	999,508.13	108.50	999,616.63	5,966.63	(383.37)
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	2,000,000.00	2,002,440.00	2,440.00	2,002,002.34	(68.03)	2,001,934.31	(505.69)	1,934.31
571676AT2	MARS 4.550 04/20/28 '28	1,000,000.00	1,013,530.00	13,530.00	1,007,295.12	(235.07)	1,007,060.05	(6,469.95)	7,060.05
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	1,500,000.00	1,501,695.00	1,695.00	0.00	(0.95)	1,501,694.05	(0.95)	1,694.05
501798TW2	MILESTONE BANK 4.500 05/18/26	248,000.00	247,655.28	(344.72)	247,913.26	10.05	247,923.31	268.03	(76.69)
61768EE82	MORGAN PVT BNK 5.050 11/08/28	248,000.00	247,456.88	(543.12)	247,643.46	9.19	247,652.65	195.77	(347.35)
61690U3V0	MSBNA 4.650 04/06/28	248,000.00	247,975.20	(24.80)	247,980.74	0.61	247,981.35	6.15	(18.65)
62847NEQ5	MVB BANK 4.150 08/13/27	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	1,000,000.00	1,004,130.00	4,130.00	1,000,158.89	(71.14)	1,000,087.74	(4,042.26)	87.74
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	1,000,000.00	980,900.00	(19,100.00)	998,901.34	339.79	999,241.13	18,341.13	(758.87)
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	1,000,000.00	999,030.00	(970.00)	999,846.07	16.43	999,862.50	832.50	(137.50)
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29	2,000,000.00	2,003,920.00	3,920.00	2,002,590.86	(63.29)	2,002,527.57	(1,392.43)	2,527.57
795451AK9	SALLIE MAE BNK 1.100 08/11/26	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
8562834U7	SBI CHICAGO 5.000 11/24/28	248,000.00	247,456.88	(543.12)	247,634.53	9.29	247,643.83	186.95	(356.17)
857477CW1	STATE STREET 4.729 02/28/30 '30	1,000,000.00	1,003,380.00	3,380.00	1,003,031.64	(56.49)	1,002,975.15	(404.85)	2,975.15
857894Q77	STEARNS BANK 4.050 08/14/28	248,000.00	247,752.00	(248.00)	247,806.93	5.37	247,812.30	60.30	(187.70)
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	248,000.00	247,454.40	(545.60)	247,637.08	9.28	247,646.37	191.97	(353.63)
89240JAD3	TART-25A-A3	1,750,000.00	1,749,929.83	(70.17)	1,749,938.92	1.27	1,749,940.19	10.36	(59.81)
89235MLC3	TOYOTA FINL SVGS 0.950 07/15/26	248,000.00	248,000.00	0.00	248,000.00	0.00	248,000.00	0.00	0.00
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	1,500,000.00	1,504,980.00	4,980.00	1,502,812.62	(248.17)	1,502,564.45	(2,415.55)	2,564.45
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	1,000,000.00	982,250.00	(17,750.00)	988,596.24	396.42	988,992.67	6,742.67	(11,007.33)
90355GHQ2	UBS USA 5.000 11/08/28	248,000.00	247,451.92	(548.08)	247,641.11	9.25	247,650.36	198.44	(349.64)
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	248,000.00	247,595.76	(404.24)	247,854.29	9.89	247,864.18	268.42	(135.82)
910286GM9	UNITED FIDELITY 4.550 06/29/27	248,000.00	247,546.16	(453.84)	247,783.80	9.74	247,793.54	247.38	(206.46)
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	248,000.00	247,444.48	(555.52)	247,675.71	9.50	247,685.21	240.73	(314.79)
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	1,000,000.00	943,510.00	(56,490.00)	976,905.30	1,148.99	978,054.29	34,544.29	(21,945.71)
91282CBW0	US TREASURY 0.750 04/30/26	1,940,000.00	1,929,845.30	(10,154.70)	1,938,629.78	170.57	1,938,800.34	8,955.04	(1,199.66)
912828P46	US TREASURY 1.625 02/15/26	2,000,000.00	1,899,609.38	(100,390.62)	1,986,458.47	2,432.61	1,988,891.08	89,281.70	(11,108.92)
912828X88	US TREASURY 2.375 05/15/27	2,000,000.00	1,956,875.00	(43,125.00)	1,984,709.91	738.65	1,985,448.56	28,573.56	(14,551.44)

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
91282CGT2	US TREASURY 3.625 03/31/28	1,000,000.00	982,656.25	(17,343.75)	986,834.96	419.27	987,254.23	4,597.98	(12,745.77)
91282CHE4	US TREASURY 3.625 05/31/28	1,800,000.00	1,766,390.63	(33,609.37)	1,774,108.91	774.41	1,774,883.32	8,492.69	(25,116.68)
91282CHK0	US TREASURY 4.000 06/30/28	1,800,000.00	1,788,609.38	(11,390.62)	1,791,166.28	256.55	1,791,422.83	2,813.45	(8,577.17)
91282CLC3	US TREASURY 4.000 07/31/29	1,800,000.00	1,785,023.44	(14,976.56)	1,787,614.87	260.01	1,787,874.88	2,851.44	(12,125.12)
931142ER0	WALMART 1.050 09/17/26 '26	1,000,000.00	998,110.00	(1,890.00)	999,597.04	31.73	999,628.77	1,518.77	(371.24)
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
TOTAL		**108,770,908.62**	**106,976,885.35**	**(1,794,018.84)**	**102,576,938.84**	**34,339.53**	**105,430,109.71**	**702,572.41**	**(1,091,446.76)**
GRAND TOTAL		**108,770,908.62**	**106,976,885.35**	**(1,794,018.84)**	**102,576,938.84**	**34,339.53**	**105,430,109.71**	**702,572.41**	**(1,091,446.76)**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
DOUGLAS COUNTY, NV									
02007G3Q4	ALLY BANK 3.900 09/20/27	2024-10-03	248,000.00	248,000.00	4,398.77	0.00	794.96	4,875.75	317.98
020080CN5	ALMA BNK 4.500 05/19/26	2023-05-19	248,000.00	247,650.32	397.48	0.00	917.26	947.84	366.90
02589AF98	AM EX BK 5.000 11/08/28	2023-11-08	248,000.00	247,451.92	3,940.82	0.00	1,019.18	0.00	4,960.00
023135CP9	AMAZON.COM 4.550 12/01/27 '27	2023-02-24	2,000,000.00	1,982,400.00	22,750.00	0.00	7,583.33	0.00	30,333.33
02582JKT6	AXCMT-255-A	2025-09-05	2,000,000.00	2,045,859.38	0.00	(5,011.11)	6,514.45	7,516.67	4,008.89
062119BK7	BANK FIVE 4.650 03/20/28	2023-03-20	248,000.00	248,000.00	379.13	0.00	947.84	979.43	347.54
06610QFC0	BANKERS BANK 4.500 05/26/26	2023-05-26	248,000.00	247,650.32	183.45	0.00	917.26	947.84	152.88
05600XQB9	BMO BNK 4.600 05/08/26	2023-05-09	248,000.00	247,655.28	3,594.30	0.00	937.64	0.00	4,531.95
05580AXF6	BMW Bank of North America 0.5 09/25/2025	2020-09-25	0.00	0.00	543.56	0.00	81.54	625.10	0.00
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	2023-12-08	1,000,000.00	939,580.00	11,728.89	0.00	2,706.67	0.00	14,435.56
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	2022-06-29	1,000,000.00	965,500.00	9,479.17	0.00	2,708.33	0.00	12,187.50
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	2023-11-06	248,000.00	247,628.00	1,004.91	0.00	1,039.56	1,074.21	970.26
254673E36	CAPITL ONE NA 3.200 05/24/27	2022-05-27	248,000.00	248,000.00	2,174.25	0.00	652.27	0.00	2,826.52
14042TJD0	CAPITL ONE NA 3.550 08/03/27	2022-08-04	248,000.00	248,000.00	699.50	0.00	723.62	0.00	1,423.11
146102AP3	CARTER BANK & TR 4.300 03/20/29	2024-03-20	248,000.00	247,444.48	350.60	0.00	876.49	905.71	321.38
12547CAX6	CIBC BANK 4.450 04/13/28	2023-04-14	248,000.00	247,380.00	4,232.99	0.00	907.07	0.00	5,140.05
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	2024-06-17	2,000,000.00	2,068,800.00	49,003.11	0.00	9,671.67	58,030.00	644.78
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	2021-09-14	1,000,000.00	998,260.00	5,334.72	0.00	958.33	5,750.00	543.06
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	2024-08-14	248,000.00	247,628.00	495.32	0.00	825.53	0.00	1,320.85
X9USDDGCM	DREYFUS GVT CM;INST	2025-09-30	324,834.38	324,834.38	4,488.30	0.00	4,096.51	4,488.30	4,096.51
3135G06G3	FANNIE MAE 0.500 11/07/25	2020-12-02	2,000,000.00	1,997,280.00	3,166.67	0.00	833.33	0.00	4,000.00
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	2023-10-12	2,000,000.00	1,823,280.00	5,066.67	0.00	3,166.67	0.00	8,233.33
31315PX53	FARMER MAC 3.650 08/14/29 MTN	2024-09-06	1,930,000.00	1,933,242.40	3,326.57	0.00	5,870.42	0.00	9,196.99
31422XW99	FARMER MAC 3.850 02/14/28 MTN	2023-02-14	2,000,000.00	1,993,880.00	3,636.11	0.00	6,416.67	0.00	10,052.78
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	2024-08-19	500,000.00	430,500.00	1,808.33	0.00	583.33	0.00	2,391.67
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	2022-03-18	2,000,000.00	1,949,360.00	15,960.00	0.00	2,800.00	16,800.00	1,960.00
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	2024-09-17	2,000,000.00	2,004,800.00	33,250.00	0.00	5,833.33	35,000.00	4,083.33
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	2023-02-08	2,000,000.00	1,966,860.00	7,451.39	0.00	6,041.67	0.00	13,493.06

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

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3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	2023-05-05	1,040,000.00	1,048,153.60	15,137.78	0.00	3,466.67	0.00	18,604.44
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	2024-02-22	1,800,000.00	1,783,728.00	3,712.50	0.00	6,187.50	0.00	9,900.00
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	2023-09-05	2,005,000.00	2,025,451.00	751.88	0.00	7,518.75	0.00	8,270.63
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2024-05-17	1,300,000.00	1,318,239.00	20,754.86	0.00	5,145.83	0.00	25,900.69
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2024-05-06	2,000,000.00	2,017,300.00	31,930.56	0.00	7,916.67	0.00	39,847.22
3136G43L5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.55 09/30/2025	2020-09-30	0.00	0.00	4,613.89	0.00	886.11	5,500.00	0.00
3132XDBQ5	FH WA4446	2025-05-06	1,335,556.47	1,331,174.17	4,777.59	0.00	4,618.80	4,777.59	4,618.80
3132XKTY3	FH WN5066	2025-02-28	1,000,000.00	986,953.12	3,565.00	0.00	3,450.00	3,565.00	3,450.00
3132XKXN2	FH WN5184	2025-08-22	2,000,000.00	2,008,828.12	7,750.00	0.00	7,500.00	7,750.00	7,500.00
3137FLN91	FH-K091-A2	2025-03-25	2,000,000.00	1,942,500.00	5,841.67	0.00	5,841.67	5,841.67	5,841.67
3137HKXJ8	FH-K539-A2	2025-09-30	1,500,000.00	1,520,625.00	0.00	(5,328.75)	183.75	0.00	5,512.50
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	2024-12-13	2,000,000.00	1,829,160.00	7,950.00	0.00	1,500.00	9,000.00	450.00
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	2021-10-28	2,000,000.00	2,000,000.00	7,516.67	0.00	1,833.33	0.00	9,350.00
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	2021-11-23	2,000,000.00	2,000,000.00	8,166.67	0.00	2,500.00	0.00	10,666.67
3130AMVK5	FHLBANKS 2.000 12/29/27	2022-12-29	1,000,000.00	874,000.00	3,444.44	0.00	1,666.67	5,000.00	111.11
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	2024-09-04	1,925,000.00	1,779,893.50	18,469.31	0.00	3,529.17	21,175.00	823.47
3130AQA45	FHLBANKS 2.250 12/21/26	2021-12-21	2,000,000.00	1,999,400.00	8,750.00	0.00	3,750.00	0.00	12,500.00
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	2023-02-07	1,900,000.00	1,624,766.00	1,773.33	0.00	3,800.00	0.00	5,573.33
3130AT2L0	FHLBANKS 4.050 08/25/27 '25	2022-08-30	1,500,000.00	1,500,000.00	1,012.50	0.00	5,062.50	0.00	6,075.00
3130AV4X7	FHLBANKS 4.375 03/11/33	2023-10-24	500,000.00	462,220.00	10,329.86	0.00	1,822.92	10,937.50	1,215.28
3130AWLZ1	FHLBANKS 4.750 06/12/26	2023-11-28	1,750,000.00	1,748,617.50	18,241.32	0.00	6,927.08	0.00	25,168.40
3130ATS65	FHLBANKS 4.875 09/10/32	2023-09-22	1,000,000.00	1,006,720.00	23,156.25	0.00	4,062.50	24,375.00	2,843.75
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	2025-05-29	1,000,000.00	999,972.00	3,760.83	0.00	3,760.83	3,760.83	3,760.83
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	2025-06-12	1,250,000.00	1,249,955.00	5,057.64	0.00	4,539.67	4,529.17	5,068.14
32026US23	FIRST FOUND 4.500 06/21/27	2023-06-21	248,000.00	247,504.00	2,201.42	0.00	917.26	0.00	3,118.68
3140HW4G4	FN BL5322	2025-07-07	2,500,000.00	2,309,765.63	5,062.50	0.00	5,062.50	5,062.50	5,062.50
43814VAC1	HONDO-251-A3	2025-02-11	2,000,000.00	1,999,938.40	2,538.89	0.00	7,616.67	7,616.67	2,538.89
459058KT9	IBRD 3.500 07/12/28 MTN	2024-01-05	2,000,000.00	1,949,480.00	9,527.78	0.00	5,833.33	0.00	15,361.11
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	2023-05-19	248,000.00	247,650.32	388.65	0.00	896.87	926.77	358.75

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

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4581X0DG0	IDB 2.250 06/18/29 MTN	2024-07-30	2,000,000.00	1,833,200.00	9,125.00	0.00	3,750.00	0.00	12,875.00
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	2021-02-25	1,000,000.00	993,650.00	894.44	0.00	583.33	0.00	1,477.78
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	2025-02-20	2,000,000.00	2,002,440.00	48,280.56	0.00	7,583.33	48,280.55	7,583.33
571676AT2	MARS 4.550 04/20/28 '28	2023-05-05	1,000,000.00	1,013,530.00	16,556.94	0.00	3,791.67	0.00	20,348.61
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	2025-09-30	1,500,000.00	1,501,695.00	0.00	(3,631.25)	172.92	0.00	3,804.17
501798TW2	MILESTONE BANK 4.500 05/18/26	2023-05-18	248,000.00	247,655.28	3,240.99	0.00	917.26	0.00	4,158.25
61768EE82	MORGAN PVT BNK 5.050 11/08/28	2023-11-08	248,000.00	247,456.88	3,980.23	0.00	1,029.37	0.00	5,009.60
61690U3V0	MSBNA 4.650 04/06/28	2023-04-06	248,000.00	247,975.20	4,675.99	0.00	947.84	0.00	5,623.82
62847NEQ5	MVB BANK 4.150 08/13/27	2024-08-13	248,000.00	248,000.00	535.75	0.00	845.91	874.11	507.55
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	2021-01-07	1,000,000.00	1,004,130.00	1,750.00	0.00	625.00	0.00	2,375.00
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	2021-03-16	1,000,000.00	980,900.00	1,750.00	0.00	625.00	0.00	2,375.00
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	2021-06-09	1,000,000.00	999,030.00	2,619.44	0.00	958.33	0.00	3,577.78
NVLGIP	Nevada-LGIP	2025-09-30	40,737,719.14	40,737,719.14	140,510.12	0.00	141,544.50	140,510.12	141,544.50
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29	2024-01-16	2,000,000.00	2,003,920.00	13,611.11	0.00	8,166.67	0.00	21,777.78
795451AK9	SALLIE MAE BNK 1.100 08/11/26	2021-08-11	248,000.00	248,000.00	156.95	0.00	224.22	0.00	381.17
8562834U7	SBI CHICAGO 5.000 11/24/28	2023-11-24	248,000.00	247,456.88	3,397.26	0.00	1,019.18	0.00	4,416.44
857477CW1	STATE STREET 4.729 02/28/30 '30	2025-02-28	1,000,000.00	1,003,380.00	394.08	0.00	3,940.83	0.00	4,334.92
857894Q77	STEARNS BANK 4.050 08/14/28	2024-08-13	248,000.00	247,752.00	522.84	0.00	825.53	0.00	1,348.37
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	2023-11-17	248,000.00	247,454.40	3,562.37	0.00	998.79	0.00	4,561.16
89240JAD3	TART-25A-A3	2025-01-29	1,750,000.00	1,749,929.83	3,608.89	0.00	6,766.67	6,766.67	3,608.89
89235MLC3	TOYOTA FINL SVGS 0.950 07/15/26	2021-07-15	248,000.00	248,000.00	309.83	0.00	193.64	0.00	503.47
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	2024-12-13	1,500,000.00	1,504,980.00	4,550.00	0.00	5,687.50	0.00	10,237.50
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	2024-04-19	1,000,000.00	982,250.00	6,295.14	0.00	3,854.17	0.00	10,149.31
90355GHQ2	UBS USA 5.000 11/08/28	2023-11-08	248,000.00	247,451.92	815.34	0.00	1,019.18	1,053.15	781.37
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	2023-05-17	248,000.00	247,595.76	448.44	0.00	896.87	926.77	418.54
910286GM9	UNITED FIDELITY 4.550 06/29/27	2023-06-29	248,000.00	247,546.16	92.75	0.00	927.45	958.37	61.83
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	2023-06-21	248,000.00	247,444.48	336.33	0.00	917.26	947.84	305.75
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	2023-02-14	1,000,000.00	943,510.00	10,850.00	0.00	2,625.00	0.00	13,475.00

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
91282CBW0	US TREASURY 0.750 04/30/26	2021-05-04	1,940,000.00	1,929,845.30	4,902.72	0.00	1,186.14	0.00	6,088.86
912828P46	US TREASURY 1.625 02/15/26	2022-08-10	2,000,000.00	1,899,609.38	1,501.36	0.00	2,649.46	0.00	4,150.82
912828X88	US TREASURY 2.375 05/15/27	2022-05-23	2,000,000.00	1,956,875.00	14,069.29	0.00	3,872.28	0.00	17,941.58
91282CGT2	US TREASURY 3.625 03/31/28	2024-11-06	1,000,000.00	982,656.25	15,252.73	0.00	2,971.86	18,125.00	99.59
91282CHE4	US TREASURY 3.625 05/31/28	2024-11-06	1,800,000.00	1,766,390.63	16,579.92	0.00	5,348.36	0.00	21,928.28
91282CHK0	US TREASURY 4.000 06/30/28	2024-11-06	1,800,000.00	1,788,609.38	12,326.09	0.00	5,869.57	0.00	18,195.65
91282CLC3	US TREASURY 4.000 07/31/29	2024-11-06	1,800,000.00	1,785,023.44	6,260.87	0.00	5,869.57	0.00	12,130.43
931142ER0	WALMART 1.050 09/17/26 '26	2021-09-17	1,000,000.00	998,110.00	4,783.33	0.00	875.00	5,250.00	408.33
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	2023-12-11	2,000,000.00	2,000,000.00	23,351.11	0.00	8,756.67	0.00	32,107.78
TOTAL			**147,584,109.99**	**145,790,091.16**	**816,926.98**	**(13,971.11)**	**433,058.32**	**481,451.13**	**782,505.28**
GRAND TOTAL			**147,584,109.99**	**145,790,091.16**	**816,926.98**	**(13,971.11)**	**433,058.32**	**481,451.13**	**782,505.28**

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
DOUGLAS COUNTY, NV											
02007G3Q4	ALLY BANK 3.900 09/20/27	248,000.00	248,000.00	248,000.00	09/20/2027	3.90	3.90	794.96	0.00	0.00	794.96
020080CN5	ALMA BNK 4.500 05/19/26	248,000.00	247,912.82	247,922.88	05/19/2026	4.50	4.55	917.26	10.06	0.00	927.32
023135CP9	AMAZON.COM 4.550 12/01/27 '27	2,000,000.00	1,991,382.20	1,991,697.10	12/01/2027	4.55	4.76	7,583.33	314.90	0.00	7,898.23
02582JKT6	AXCMT-255-A	2,000,000.00	0.00	2,045,187.26	07/15/2032	4.51	4.02	6,514.45	(672.12)	0.00	5,842.33
02589AF98	AM EX BK 5.000 11/08/28	248,000.00	247,640.34	247,649.61	11/08/2028	5.00	5.05	1,019.18	9.27	0.00	1,028.45
05580AXF6	BMW Bank of North America 0.5 09/25/2025	0.00	248,000.00	0.00	09/25/2025	0.50	0.50	81.54	0.00	0.00	81.54
05600XQB9	BMO BNK 4.600 05/08/26	248,000.00	247,917.79	247,927.70	05/08/2026	4.60	4.65	937.64	9.90	0.00	947.55
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	1,000,000.00	965,894.98	967,206.71	10/21/2027	3.25	4.98	2,706.67	1,311.73	0.00	4,018.40
062119BK7	BANK FIVE 4.650 03/20/28	248,000.00	248,000.00	248,000.00	03/20/2028	4.65	4.65	947.84	0.00	0.00	947.84
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	1,000,000.00	987,371.47	987,980.56	05/16/2027	3.25	4.04	2,708.33	609.09	0.00	3,317.43
06610QFC0	BANKERS BANK 4.500 05/26/26	248,000.00	247,910.23	247,920.32	05/26/2026	4.50	4.55	917.26	10.09	0.00	927.35
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	248,000.00	247,850.47	247,860.96	11/03/2026	5.10	5.15	1,039.56	10.48	0.00	1,050.04
12547CAX6	CIBC BANK 4.450 04/13/28	248,000.00	247,660.28	247,670.95	04/13/2028	4.45	4.51	907.07	10.67	0.00	917.74
14042TJD0	CAPITL ONE NA 3.550 08/03/27	248,000.00	248,000.00	248,000.00	08/03/2027	3.55	3.55	723.62	0.00	0.00	723.62
146102AP3	CARTER BANK & TR 4.300 03/20/29	248,000.00	247,597.16	247,606.49	03/20/2029	4.30	4.35	876.49	9.32	0.00	885.82
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	1,000,000.00	999,630.92	999,660.21	09/14/2026	1.15	1.19	958.33	29.29	0.00	987.63
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	2,000,000.00	2,049,478.95	2,048,120.88	09/29/2028	5.80	4.89	9,671.67	(1,358.07)	0.00	8,313.60
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	248,000.00	247,748.38	247,758.99	08/13/2027	4.05	4.10	825.53	10.62	0.00	836.15
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	1,000,000.00	999,508.13	999,616.63	01/15/2026	0.70	0.83	583.33	108.50	0.00	691.83
254673E36	CAPITL ONE NA 3.200 05/24/27	248,000.00	248,000.00	248,000.00	05/24/2027	3.20	3.20	652.27	0.00	0.00	652.27
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	1,925,000.00	1,807,983.51	1,810,349.07	09/24/2029	2.20	3.86	3,529.17	2,365.56	0.00	5,894.73
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	2,000,000.00	1,873,345.67	1,878,405.09	09/22/2027	0.90	4.19	1,500.00	5,059.43	0.00	6,559.43
3130AMVK5	FHLBANKS 2.000 12/29/27	1,000,000.00	938,766.90	940,930.62	12/29/2027	2.00	4.50	1,666.67	2,163.71	0.00	3,830.38
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	2,000,000.00	1,996,775.89	1,997,005.09	10/28/2026	1.10	1.10	1,833.33	229.20	0.00	2,062.54
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	2,000,000.00	2,000,000.00	2,000,000.00	11/23/2026	1.50	1.50	2,500.00	0.00	0.00	2,500.00

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3130AQA45	FHLBANKS 2.250 12/21/26	2,000,000.00	1,999,822.86	1,999,834.03	12/21/2026	2.25	1.66	3,750.00	11.16	0.00	3,761.16
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	1,900,000.00	1,695,891.92	1,698,486.51	02/17/2032	2.40	4.36	3,800.00	2,594.59	0.00	6,394.59
3130AT2L0	FHLBANKS 4.050 08/25/27 '25	1,500,000.00	1,500,000.00	1,500,000.00	08/25/2027	4.05	4.05	5,062.50	0.00	0.00	5,062.50
3130ATS65	FHLBANKS 4.875 09/10/32	1,000,000.00	1,005,358.06	1,005,295.42	09/10/2032	4.88	4.78	4,062.50	(62.64)	0.00	3,999.86
3130AV4X7	FHLBANKS 4.375 03/11/33	500,000.00	468,905.43	469,244.89	03/11/2033	4.38	5.41	1,822.92	339.46	0.00	2,162.38
3130AWLZ1	FHLBANKS 4.750 06/12/26	1,750,000.00	1,749,535.59	1,749,584.65	06/12/2026	4.75	4.78	6,927.08	49.06	0.00	6,976.14
31315PX53	FARMER MAC 3.650 08/14/29 MTN	1,930,000.00	1,932,565.61	1,932,512.27	08/14/2029	3.65	3.61	5,870.42	(53.34)	0.00	5,817.08
3132XDBQ5	FH WA4446	1,335,556.47	1,332,849.71	1,331,584.93	09/01/2029	4.15	4.20	4,618.80	83.26	4.11	4,706.17
3132XKTY3	FH WN5066	1,000,000.00	988,447.65	988,690.01	08/01/2029	4.14	4.37	3,450.00	242.36	0.00	3,692.36
3132XKXN2	FH WN5184	2,000,000.00	2,008,770.50	2,008,597.62	11/01/2029	4.50	4.28	7,500.00	(172.87)	0.00	7,327.13
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	500,000.00	442,713.32	443,706.73	05/28/2030	1.40	4.13	583.33	993.41	0.00	1,576.74
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	2,000,000.00	1,981,774.51	1,982,291.79	07/24/2028	3.63	3.97	6,041.67	517.28	0.00	6,558.95
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	2,000,000.00	1,984,039.40	1,984,902.14	03/10/2027	1.68	2.22	2,800.00	862.74	0.00	3,662.74
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	1,800,000.00	1,788,483.46	1,788,757.45	02/13/2029	4.13	4.33	6,187.50	273.99	0.00	6,461.49
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	1,040,000.00	1,046,426.07	1,046,356.92	04/20/2033	4.00	3.90	3,466.67	(69.15)	0.00	3,397.52
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	2,005,000.00	2,017,506.17	2,017,162.59	08/28/2028	4.50	4.26	7,518.75	(343.58)	0.00	7,175.17
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2,000,000.00	2,012,875.08	2,012,586.19	04/30/2029	4.75	4.55	7,916.67	(288.89)	0.00	7,627.77
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	1,300,000.00	1,313,653.19	1,313,346.84	04/30/2029	4.75	4.43	5,145.83	(306.35)	0.00	4,839.48
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	2,000,000.00	2,003,846.50	2,003,768.00	09/10/2029	3.50	3.45	5,833.33	(78.50)	0.00	5,754.83
3135G06G3	FANNIE MAE 0.500 11/07/25	2,000,000.00	1,999,897.66	1,999,943.48	11/07/2025	0.50	0.53	833.33	45.83	0.00	879.16
3136G43L5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.55 09/30/2025	0.00	2,000,000.00	0.00	09/30/2025	0.55	0.55	886.11	0.00	0.00	886.11
3137FLN91	FH-K091-A2	2,000,000.00	1,948,902.23	1,950,102.64	03/25/2029	3.51	4.29	5,841.67	1,200.42	0.00	7,042.09
3137HKXJ8	FH-K539-A2	1,500,000.00	0.00	1,520,611.73	01/25/2030	4.41	4.02	183.75	(13.27)	0.00	170.48
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	1,000,000.00	999,973.56	999,974.05	02/25/2030	4.51	4.38	3,760.83	0.49	0.00	3,761.32

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	1,250,000.00	1,249,957.15	1,249,957.95	02/25/2030	4.87	4.48	4,539.67	0.80	0.00	4,540.47
3140HW4G4	FN BL5322	2,500,000.00	2,316,265.40	2,319,747.42	01/01/2030	2.43	4.30	5,062.50	3,482.02	0.00	8,544.52
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	2,000,000.00	1,923,853.36	1,928,431.31	01/13/2027	1.90	4.87	3,166.67	4,577.95	0.00	7,744.62
31422XW99	FARMER MAC 3.850 02/14/28 MTN	2,000,000.00	1,996,829.76	1,996,935.90	02/14/2028	3.85	3.92	6,416.67	106.15	0.00	6,522.81
32026US23	FIRST FOUND 4.500 06/21/27	248,000.00	247,760.82	247,771.73	06/21/2027	4.50	4.54	917.26	10.90	0.00	928.17
43814VAC1	HONDO-251-A3	2,000,000.00	1,999,945.79	1,999,946.89	09/21/2029	4.57	4.57	7,616.67	1.10	0.00	7,617.77
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	248,000.00	247,912.93	247,922.97	05/19/2026	4.40	4.45	896.87	10.05	0.00	906.92
4581X0DG0	IDB 2.250 06/18/29 MTN	2,000,000.00	1,869,627.15	1,872,449.07	06/18/2029	2.25	4.15	3,750.00	2,821.92	0.00	6,571.92
459058KT9	IBRD 3.500 07/12/28 MTN	2,000,000.00	1,967,401.41	1,968,337.25	07/12/2028	3.50	4.12	5,833.33	935.84	0.00	6,769.18
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	2,000,000.00	2,002,002.34	2,001,934.31	03/01/2028	4.55	4.51	7,583.33	(68.03)	0.00	7,515.30
501798TW2	MILESTONE BANK 4.500 05/18/26	248,000.00	247,913.26	247,923.31	05/18/2026	4.50	4.55	917.26	10.05	0.00	927.31
571676AT2	MARS 4.550 04/20/28 '28	1,000,000.00	1,007,295.12	1,007,060.05	04/20/2028	4.55	4.24	3,791.67	(235.07)	0.00	3,556.59
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	1,500,000.00	0.00	1,501,694.05	09/15/2030	4.15	4.12	172.92	(0.95)	0.00	171.96
61690U3V0	MSBNA 4.650 04/06/28	248,000.00	247,980.74	247,981.35	04/06/2028	4.65	4.65	947.84	0.61	0.00	948.45
61768EE82	MORGAN PVT BNK 5.050 11/08/28	248,000.00	247,643.46	247,652.65	11/08/2028	5.05	5.05	1,029.37	9.19	0.00	1,038.56
62847NEQ5	MVB BANK 4.150 08/13/27	248,000.00	248,000.00	248,000.00	08/13/2027	4.15	4.15	845.91	0.00	0.00	845.91
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	1,000,000.00	1,000,158.89	1,000,087.74	12/07/2025	0.75	0.66	625.00	(71.14)	0.00	553.86
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	1,000,000.00	998,901.34	999,241.13	12/07/2025	0.75	1.17	625.00	339.79	0.00	964.79
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	1,000,000.00	999,846.07	999,862.50	06/09/2026	1.15	1.17	958.33	16.43	0.00	974.77
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29	2,000,000.00	2,002,590.86	2,002,527.57	01/11/2029	4.90	4.86	8,166.67	(63.29)	0.00	8,103.37
795451AK9	SALLIE MAE BNK 1.100 08/11/26	248,000.00	248,000.00	248,000.00	08/11/2026	1.10	1.10	224.22	0.00	0.00	224.22
8562834U7	SBI CHICAGO 5.000 11/24/28	248,000.00	247,634.53	247,643.83	11/24/2028	5.00	5.05	1,019.18	9.29	0.00	1,028.47
857477CW1	STATE STREET 4.729 02/28/30 '30	1,000,000.00	1,003,031.64	1,002,975.15	02/28/2030	4.73	4.63	3,940.83	(56.49)	0.00	3,884.34
857894Q77	STEARNS BANK 4.050 08/14/28	248,000.00	247,806.93	247,812.30	08/14/2028	4.05	4.08	825.53	5.37	0.00	830.91
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	248,000.00	247,637.08	247,646.37	11/17/2028	4.90	4.95	998.79	9.28	0.00	1,008.08

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
89235MLC3	TOYOTA FINL SVGS 0.950 07/15/26	248,000.00	248,000.00	248,000.00	07/15/2026	0.95	0.95	193.64	0.00	0.00	193.64
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	1,000,000.00	988,596.24	988,992.67	01/12/2028	4.63	5.15	3,854.17	396.42	0.00	4,250.59
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	1,500,000.00	1,502,812.62	1,502,564.45	08/07/2026	4.55	4.34	5,687.50	(248.17)	0.00	5,439.33
89240JAD3	TART-25A-A3	1,750,000.00	1,749,938.92	1,749,940.19	08/15/2029	4.64	4.69	6,766.67	1.27	0.00	6,767.94
90355GHQ2	UBS USA 5.000 11/08/28	248,000.00	247,641.11	247,650.36	11/08/2028	5.00	5.05	1,019.18	9.25	0.00	1,028.43
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	248,000.00	247,854.29	247,864.18	11/17/2026	4.40	4.45	896.87	9.89	0.00	906.76
910286GM9	UNITED FIDELITY 4.550 06/29/27	248,000.00	247,783.80	247,793.54	06/29/2027	4.55	4.60	927.45	9.74	0.00	937.19
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	1,000,000.00	976,905.30	978,054.29	04/27/2027	3.15	4.64	2,625.00	1,148.99	0.00	3,773.99
912828P46	US TREASURY 1.625 02/15/26	2,000,000.00	1,986,458.47	1,988,891.08	02/15/2026	1.63	3.15	2,649.46	2,432.61	0.00	5,082.07
912828X88	US TREASURY 2.375 05/15/27	2,000,000.00	1,984,709.91	1,985,448.56	05/15/2027	2.38	2.84	3,872.28	738.65	0.00	4,610.93
91282CBW0	US TREASURY 0.750 04/30/26	1,940,000.00	1,938,629.78	1,938,800.34	04/30/2026	0.75	0.86	1,186.14	170.57	0.00	1,356.71
91282CGT2	US TREASURY 3.625 03/31/28	1,000,000.00	986,834.96	987,254.23	03/31/2028	3.63	4.18	2,971.86	419.27	0.00	3,391.12
91282CHE4	US TREASURY 3.625 05/31/28	1,800,000.00	1,774,108.91	1,774,883.32	05/31/2028	3.63	4.19	5,348.36	774.41	0.00	6,122.77
91282CHK0	US TREASURY 4.000 06/30/28	1,800,000.00	1,791,166.28	1,791,422.83	06/30/2028	4.00	4.19	5,869.57	256.55	0.00	6,126.11
91282CLC3	US TREASURY 4.000 07/31/29	1,800,000.00	1,787,614.87	1,787,874.88	07/31/2029	4.00	4.19	5,869.57	260.01	0.00	6,129.58
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	248,000.00	247,675.71	247,685.21	06/21/2028	4.50	4.55	917.26	9.50	0.00	926.77
931142ER0	WALMART 1.050 09/17/26 '26	1,000,000.00	999,597.04	999,628.77	09/17/2026	1.05	1.09	875.00	31.73	0.00	906.73
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	2,000,000.00	2,000,000.00	2,000,000.00	12/11/2026	5.25	5.25	8,756.67	0.00	0.00	8,756.67
NVLGIP	Nevada-LGIP	40,737,719.14	38,992,862.12	40,737,719.14	09/30/2025	0.00	4.27	141,544.50	0.00	0.00	141,544.50
X9USDDGCM	DREYFUS GVT CM;INST	324,834.38	2,816,691.71	324,834.38	09/30/2025	4.04	4.03	4,096.51	0.00	0.00	4,096.51
TOTAL		**147,584,109.99**	**144,386,492.67**	**146,492,663.23**		**2.46**	**3.91**	**433,058.32**	**34,339.53**	**4.11**	**467,401.96**
GRAND TOTAL		**147,584,109.99**	**144,386,492.67**	**146,492,663.23**		**2.46**	**3.91**	**433,058.32**	**34,339.53**	**4.11**	**467,401.96**

MEEDER PUBLIC FUNDS

Transaction Statement

DOUGLAS COUNTY, NV									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	09/04/2025	09/05/2025	02582JKT6	AXCMT-255-A	2,000,000.00	2,045,859.38	5,011.11	(2,050,870.49)	4.02
	09/25/2025	09/30/2025	3137HKXJ8	FH-K539-A2	1,500,000.00	1,520,625.00	5,328.75	(1,525,953.75)	4.02
	09/29/2025	09/30/2025	58933YBQ7	MERCK & CO 4.150 09/15/30 '30	1,500,000.00	1,501,695.00	3,631.25	(1,505,326.25)	4.12
BUY TOTAL					**5,000,000.00**	**5,068,179.38**	**13,971.11**	**(5,082,150.49)**	**4.05**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	09/25/2025	09/25/2025	05580AXF6	BMW Bank of North America 0.5 09/25/2025	(248,000.00)	248,000.00	248,000.00	0.00
	09/30/2025	09/30/2025	3136G43L5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.55 09/30/2025	(2,000,000.00)	2,000,000.00	2,000,000.00	0.00
MATURITY TOTAL					**(2,248,000.00)**	**2,248,000.00**	**2,248,000.00**	**0.00**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
PRINCIPAL PAY-DOWN								
	09/25/2025	09/25/2025	3132XDBQ5	FH WA4446	(1,352.15)	1,348.04	1,352.15	4.11
PRINCIPAL PAY-DOWN TOTAL					**(1,352.15)**	**1,348.04**	**1,352.15**	**4.11**

MEEDER PUBLIC FUNDS

Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
BONY				
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	09/01/2025	09/02/2025	48,280.55
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	09/03/2025	09/03/2025	1,074.21
X9USDDGCM	DREYFUS GVT CM;INST	08/31/2025	09/03/2025	4,488.30
90355GHQ2	UBS USA 5.000 11/08/28	09/08/2025	09/08/2025	1,053.15
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	09/10/2025	09/10/2025	16,800.00
3130ATS65	FHLBANKS 4.875 09/10/32	09/10/2025	09/10/2025	24,375.00
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	09/10/2025	09/10/2025	35,000.00
3130AV4X7	FHLBANKS 4.375 03/11/33	09/11/2025	09/11/2025	10,937.50
62847NEQ5	MVB BANK 4.150 08/13/27	09/13/2025	09/15/2025	874.11
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	09/14/2025	09/15/2025	5,750.00
89240JAD3	TART-25A-A3	09/15/2025	09/15/2025	6,766.67
02582JKT6	AXCMT-255-A	09/15/2025	09/15/2025	7,516.67
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	09/17/2025	09/17/2025	926.77
931142ER0	WALMART 1.050 09/17/26 '26	09/17/2025	09/17/2025	5,250.00
020080CN5	ALMA BNK 4.500 05/19/26	09/19/2025	09/19/2025	947.84
02007G3Q4	ALLY BANK 3.900 09/20/27	09/19/2025	09/19/2025	4,875.75
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	09/19/2025	09/19/2025	926.77
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	09/22/2025	09/22/2025	9,000.00
062119BK7	BANK FIVE 4.650 03/20/28	09/20/2025	09/22/2025	979.43
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	09/21/2025	09/22/2025	947.84
146102AP3	CARTER BANK & TR 4.300 03/20/29	09/20/2025	09/22/2025	905.71
43814VAC1	HONDO-251-A3	09/21/2025	09/22/2025	7,616.67
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	09/24/2025	09/24/2025	21,175.00
3137FLN91	FH-K091-A2	09/01/2025	09/25/2025	5,841.67
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	09/01/2025	09/25/2025	4,529.17
3132XKTY3	FH WN5066	09/01/2025	09/25/2025	3,565.00
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	09/01/2025	09/25/2025	3,760.83
3132XDBQ5	FH WA4446	09/01/2025	09/25/2025	4,777.59

MEEDER PUBLIC FUNDS

Income/Dividend Received

05580AXF6	BMW Bank of North America 0.5 09/25/2025	09/25/2025	09/25/2025	625.10
3140HW4G4	FN BL5322	09/01/2025	09/25/2025	5,062.50
3132XKXN2	FH WN5184	09/01/2025	09/25/2025	7,750.00
06610QFC0	BANKERS BANK 4.500 05/26/26	09/26/2025	09/26/2025	947.84
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	09/29/2025	09/29/2025	58,030.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	09/29/2025	09/29/2025	958.37
3130AMVK5	FHLBANKS 2.000 12/29/27	09/29/2025	09/29/2025	5,000.00
3136G43L5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.55 09/30/2025	09/30/2025	09/30/2025	5,500.00
91282CGT2	US TREASURY 3.625 03/31/28	09/30/2025	09/30/2025	18,125.00
BONY - TOTAL				**340,941.01**

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
OUTSIDE HOLDINGS				
NVLGIP	Nevada-LGIP	08/31/2025	09/01/2025	140,510.12
OUTSIDE HOLDINGS - TOTAL				**140,510.12**
TOTAL				**481,451.13**

MEEDER PUBLIC FUNDS

Contribution/Withdrawals and Expenses

	POST DATE	PAR VALUE	TOTAL
DOUGLAS COUNTY, NV			
CONTRIBUTION			
	09/05/2025	49,524.72	49,524.72
	09/30/2025	781,927.85	781,927.85
CONTRIBUTION TOTAL		**831,452.57**	**831,452.57**
WITHDRAWAL			
	09/05/2025	(49,524.72)	(49,524.72)
	09/30/2025	(781,927.85)	(781,927.85)
WITHDRAWAL TOTAL		**(831,452.57)**	**(831,452.57)**

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	10/03/2025	1,039.56
61690U3V0	MSBNA 4.650 04/06/28	10/06/2025	5,781.80
90355GHQ2	UBS USA 5.000 11/08/28	10/08/2025	1,019.18
12547CAX6	CIBC BANK 4.450 04/13/28	10/14/2025	5,533.12
62847NEQ5	MVB BANK 4.150 08/13/27	10/14/2025	845.92
02582JKT6	AXCMT-255-A	10/15/2025	7,516.67
89240JAD3	TART-25A-A3	10/15/2025	6,766.67
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	10/17/2025	896.88
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	10/20/2025	20,800.00
146102AP3	CARTER BANK & TR 4.300 03/20/29	10/20/2025	876.49
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	10/20/2025	896.88
571676AT2	MARS 4.550 04/20/28 '28	10/20/2025	22,750.00
062119BK7	BANK FIVE 4.650 03/20/28	10/20/2025	947.84
020080CN5	ALMA BNK 4.500 05/19/26	10/20/2025	917.26
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	10/21/2025	917.26
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	10/21/2025	16,240.00
43814VAC1	HONDO-251-A3	10/21/2025	7,616.67
3132XDBQ5	FH WA4446	10/25/2025	4,618.80
3132XKTY3	FH WN5066	10/25/2025	3,450.00
3140HW4G4	FN BL5322	10/25/2025	5,062.50
3132XKXN2	FH WN5184	10/25/2025	7,500.00
3137FLN91	FH-K091-A2	10/27/2025	5,841.67
06610QFC0	BANKERS BANK 4.500 05/26/26	10/27/2025	917.26
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	10/27/2025	15,750.00
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	10/27/2025	3,760.83
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	10/27/2025	5,068.14
3137HKXJ8	FH-K539-A2	10/27/2025	5,512.50
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	10/28/2025	11,000.00

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
910286GM9	UNITED FIDELITY 4.550 06/29/27	10/29/2025	927.45
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	10/30/2025	78,375.00
91282CBW0	US TREASURY 0.750 04/30/26	10/31/2025	7,275.00
OCT 2025 TOTAL			**256,421.34**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	11/03/2025	1,074.21
3135G06G3	FANNIE MAE 0.500 11/07/25	11/07/2025	56.52
3135G06G3	FANNIE MAE 0.500 11/07/25	11/07/2025	5,000.00
05600XQB9	BMO BNK 4.600 05/08/26	11/10/2025	5,750.88
61768EE82	MORGAN PVT BNK 5.050 11/08/28	11/10/2025	6,313.47
90355GHQ2	UBS USA 5.000 11/08/28	11/10/2025	1,053.15
02589AF98	AM EX BK 5.000 11/08/28	11/10/2025	6,250.96
62847NEQ5	MVB BANK 4.150 08/13/27	11/13/2025	874.12
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	11/17/2025	926.77
02582JKT6	AXCMT-255-A	11/17/2025	7,516.67
89240JAD3	TART-25A-A3	11/17/2025	6,766.67
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	11/17/2025	16,250.00
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	11/17/2025	6,125.94
912828X88	US TREASURY 2.375 05/15/27	11/17/2025	23,750.00
501798TW2	MILESTONE BANK 4.500 05/18/26	11/18/2025	5,625.86
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	11/19/2025	926.77
020080CN5	ALMA BNK 4.500 05/19/26	11/19/2025	947.84
062119BK7	BANK FIVE 4.650 03/20/28	11/20/2025	979.43
146102AP3	CARTER BANK & TR 4.300 03/20/29	11/20/2025	905.71
43814VAC1	HONDO-251-A3	11/21/2025	7,616.67
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	11/21/2025	947.84
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	11/24/2025	15,000.00
8562834U7	SBI CHICAGO 5.000 11/24/28	11/24/2025	6,250.96
254673E36	CAPITL ONE NA 3.200 05/24/27	11/24/2025	4,000.61

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3132XDBQ5	FH WA4446	11/25/2025	4,613.40
3140HW4G4	FN BL5322	11/25/2025	5,057.62
3137FLN91	FH-K091-A2	11/25/2025	5,841.67
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	11/25/2025	5,062.32
3132XKTY3	FH WN5066	11/25/2025	3,446.86
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	11/25/2025	4,529.17
3132XKXN2	FH WN5184	11/25/2025	7,493.13
3137HKXJ8	FH-K539-A2	11/25/2025	5,512.50
06610QFC0	BANKERS BANK 4.500 05/26/26	11/26/2025	947.84
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	11/28/2025	3,500.00
NOV 2025 TOTAL			**176,915.53**
023135CP9	AMAZON.COM 4.550 12/01/27 '27	12/01/2025	45,500.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	12/01/2025	958.37
91282CHE4	US TREASURY 3.625 05/31/28	12/01/2025	32,625.00
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	12/03/2025	1,039.56
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	12/07/2025	671.12
90355GHQ2	UBS USA 5.000 11/08/28	12/08/2025	1,019.18
637639AE5	NATL SECUR CLEAR 0.750 12/07/25 '25	12/08/2025	7,500.00
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	12/09/2025	5,750.00
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	12/11/2025	52,540.00
3130AWLZ1	FHLBANKS 4.750 06/12/26	12/12/2025	41,562.50
02582JKT6	AXCMT-255-A	12/15/2025	7,516.67
89240JAD3	TART-25A-A3	12/15/2025	6,766.67
62847NEQ5	MVB BANK 4.150 08/13/27	12/15/2025	845.92
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	12/17/2025	896.88
4581X0DG0	IDB 2.250 06/18/29 MTN	12/18/2025	22,500.00
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	12/19/2025	896.88
020080CN5	ALMA BNK 4.500 05/19/26	12/19/2025	917.26

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	12/22/2025	917.26
146102AP3	CARTER BANK & TR 4.300 03/20/29	12/22/2025	876.49
32026US23	FIRST FOUND 4.500 06/21/27	12/22/2025	5,595.29
43814VAC1	HONDO-251-A3	12/22/2025	7,616.67
062119BK7	BANK FIVE 4.650 03/20/28	12/22/2025	947.84
3130AQA45	FHLBANKS 2.250 12/21/26	12/22/2025	22,500.00
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	12/25/2025	4,529.17
3132XKXN2	FH WN5184	12/25/2025	7,488.66
3132XDBQ5	FH WA4446	12/25/2025	4,605.20
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	12/25/2025	5,062.32
3137HKXJ8	FH-K539-A2	12/25/2025	5,512.50
3132XKTY3	FH WN5066	12/25/2025	3,444.81
3140HW4G4	FN BL5322	12/25/2025	5,054.44
3137FLN91	FH-K091-A2	12/25/2025	5,841.67
06610QFC0	BANKERS BANK 4.500 05/26/26	12/26/2025	917.26
910286GM9	UNITED FIDELITY 4.550 06/29/27	12/29/2025	927.45
3130AMVK5	FHLBANKS 2.000 12/29/27	12/29/2025	5,000.00
91282CHK0	US TREASURY 4.000 06/30/28	12/31/2025	36,000.00
DEC 2025 TOTAL			**352,343.02**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	01/05/2026	1,074.21
90355GHQ2	UBS USA 5.000 11/08/28	01/08/2026	1,053.15
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29	01/12/2026	49,000.00
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	01/12/2026	23,125.00
459058KT9	IBRD 3.500 07/12/28 MTN	01/12/2026	35,000.00
62847NEQ5	MVB BANK 4.150 08/13/27	01/13/2026	874.12
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	01/13/2026	19,000.00
89240JAD3	TART-25A-A3	01/15/2026	6,766.67
89235MLC3	TOYOTA FINL SVGS 0.950 07/15/26	01/15/2026	1,187.68

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	01/15/2026	3,500.00
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	01/15/2026	383.37
02582JKT6	AXCMT-255-A	01/15/2026	7,516.67
062119BK7	BANK FIVE 4.650 03/20/28	01/20/2026	979.43
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	01/20/2026	926.77
146102AP3	CARTER BANK & TR 4.300 03/20/29	01/20/2026	905.71
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	01/20/2026	926.77
020080CN5	ALMA BNK 4.500 05/19/26	01/20/2026	947.84
43814VAC1	HONDO-251-A3	01/21/2026	7,616.67
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	01/21/2026	947.84
3140HW4G4	FN BL5322	01/26/2026	5,050.65
3137FLN91	FH-K091-A2	01/26/2026	5,841.67
06610QFC0	BANKERS BANK 4.500 05/26/26	01/26/2026	947.84
3132XDBQ5	FH WA4446	01/26/2026	4,596.45
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	01/26/2026	4,529.17
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	01/26/2026	36,250.00
3132XKTY3	FH WN5066	01/26/2026	3,442.37
3132XKXN2	FH WN5184	01/26/2026	7,483.32
3137HKXJ8	FH-K539-A2	01/26/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	01/26/2026	5,062.32
910286GM9	UNITED FIDELITY 4.550 06/29/27	01/29/2026	958.37
JAN 2026 TOTAL			**241,406.55**
91282CLC3	US TREASURY 4.000 07/31/29	02/02/2026	36,000.00
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	02/03/2026	1,074.21
14042TJD0	CAPITL ONE NA 3.550 08/03/27	02/03/2026	4,438.18
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	02/09/2026	34,125.00
90355GHQ2	UBS USA 5.000 11/08/28	02/09/2026	1,053.15
795451AK9	SALLIE MAE BNK 1.100 08/11/26	02/11/2026	1,375.21

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
857894Q77	STEARNS BANK 4.050 08/14/28	02/13/2026	5,063.28
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	02/13/2026	37,125.00
62847NEQ5	MVB BANK 4.150 08/13/27	02/13/2026	874.12
912828P46	US TREASURY 1.625 02/15/26	02/15/2026	11,108.92
89240JAD3	TART-25A-A3	02/16/2026	6,766.67
02582JKT6	AXCMT-255-A	02/17/2026	7,516.67
31422XW99	FARMER MAC 3.850 02/14/28 MTN	02/17/2026	38,500.00
912828P46	US TREASURY 1.625 02/15/26	02/17/2026	16,250.00
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	02/17/2026	22,800.00
31315PX53	FARMER MAC 3.650 08/14/29 MTN	02/17/2026	35,222.50
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	02/17/2026	5,063.28
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	02/17/2026	926.77
020080CN5	ALMA BNK 4.500 05/19/26	02/19/2026	947.84
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	02/19/2026	926.77
062119BK7	BANK FIVE 4.650 03/20/28	02/20/2026	979.43
146102AP3	CARTER BANK & TR 4.300 03/20/29	02/20/2026	905.71
43814VAC1	HONDO-251-A3	02/23/2026	7,616.67
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	02/23/2026	947.84
3140HW4G4	FN BL5322	02/25/2026	5,047.77
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	02/25/2026	4,529.17
3132XDBQ5	FH WA4446	02/25/2026	4,588.47
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	02/25/2026	5,062.32
3137HKXJ8	FH-K539-A2	02/25/2026	5,512.50
3132XKTY3	FH WN5066	02/25/2026	3,440.52
3132XKXN2	FH WN5184	02/25/2026	7,479.26
3130AT2L0	FHLBANKS 4.050 08/25/27 '25	02/25/2026	30,375.00
3137FLN91	FH-K091-A2	02/25/2026	5,841.67
06610QFC0	BANKERS BANK 4.500 05/26/26	02/26/2026	947.84

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
FEB 2026 TOTAL			**350,431.71**
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	03/02/2026	45,112.50
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	03/02/2026	45,500.00
857477CW1	STATE STREET 4.729 02/28/30 '30	03/02/2026	23,645.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	03/02/2026	927.45
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	03/03/2026	970.26
90355GHQ2	UBS USA 5.000 11/08/28	03/09/2026	951.23
3130ATS65	FHLBANKS 4.875 09/10/32	03/10/2026	24,375.00
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	03/10/2026	35,000.00
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	03/10/2026	16,800.00
3130AV4X7	FHLBANKS 4.375 03/11/33	03/11/2026	10,937.50
62847NEQ5	MVB BANK 4.150 08/13/27	03/13/2026	789.52
89240JAD3	TART-25A-A3	03/16/2026	6,766.67
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	03/16/2026	5,750.00
02582JKT6	AXCMT-255-A	03/16/2026	7,516.67
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	03/16/2026	32,162.50
931142ER0	WALMART 1.050 09/17/26 '26	03/17/2026	5,250.00
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	03/17/2026	837.08
020080CN5	ALMA BNK 4.500 05/19/26	03/19/2026	856.11
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	03/19/2026	837.08
02007G3Q4	ALLY BANK 3.900 09/20/27	03/19/2026	4,796.25
146102AP3	CARTER BANK & TR 4.300 03/20/29	03/20/2026	818.06
062119BK7	BANK FIVE 4.650 03/20/28	03/20/2026	884.65
43814VAC1	HONDO-251-A3	03/23/2026	7,616.67
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	03/23/2026	856.11
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	03/23/2026	9,000.00
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	03/24/2026	21,175.00
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	03/25/2026	4,529.17

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3132XKTY3	FH WN5066	03/25/2026	3,438.84
3132XDBQ5	FH WA4446	03/25/2026	4,580.72
3132XKXN2	FH WN5184	03/25/2026	7,475.60
3137HKXJ8	FH-K539-A2	03/25/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	03/25/2026	5,062.32
3137FLN91	FH-K091-A2	03/25/2026	5,841.67
3140HW4G4	FN BL5322	03/25/2026	5,045.17
06610QFC0	BANKERS BANK 4.500 05/26/26	03/26/2026	856.11
3130AMVK5	FHLBANKS 2.000 12/29/27	03/30/2026	5,000.00
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	03/30/2026	58,030.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	03/30/2026	896.54
91282CGT2	US TREASURY 3.625 03/31/28	03/31/2026	18,125.00
MAR 2026 TOTAL			**434,524.95**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	04/03/2026	1,074.21
61690U3V0	MSBNA 4.650 04/06/28	04/06/2026	5,750.20
90355GHQ2	UBS USA 5.000 11/08/28	04/08/2026	1,053.15
62847NEQ5	MVB BANK 4.150 08/13/27	04/13/2026	874.12
12547CAX6	CIBC BANK 4.450 04/13/28	04/14/2026	5,502.88
02582JKT6	AXCMT-255-A	04/15/2026	7,516.67
89240JAD3	TART-25A-A3	04/15/2026	6,766.67
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	04/17/2026	926.77
020080CN5	ALMA BNK 4.500 05/19/26	04/20/2026	947.84
571676AT2	MARS 4.550 04/20/28 '28	04/20/2026	22,750.00
062119BK7	BANK FIVE 4.650 03/20/28	04/20/2026	979.43
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	04/20/2026	20,800.00
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	04/20/2026	926.77
146102AP3	CARTER BANK & TR 4.300 03/20/29	04/20/2026	905.71
43814VAC1	HONDO-251-A3	04/21/2026	7,616.67

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	04/21/2026	947.84
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	04/21/2026	16,240.00
3132XKXN2	FH WN5184	04/27/2026	7,471.24
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	04/27/2026	4,529.17
3132XKTY3	FH WN5066	04/27/2026	3,436.85
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	04/27/2026	15,750.00
3132XDBQ5	FH WA4446	04/27/2026	4,572.51
3140HW4G4	FN BL5322	04/27/2026	5,042.07
3137HKXJ8	FH-K539-A2	04/27/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	04/27/2026	5,062.32
3137FLN91	FH-K091-A2	04/27/2026	5,841.67
06610QFC0	BANKERS BANK 4.500 05/26/26	04/27/2026	947.84
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	04/28/2026	11,000.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	04/29/2026	958.37
91282CBW0	US TREASURY 0.750 04/30/26	04/30/2026	1,199.66
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	04/30/2026	78,375.00
91282CBW0	US TREASURY 0.750 04/30/26	04/30/2026	7,275.00
APR 2026 TOTAL			**258,553.11**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	05/04/2026	1,039.56
90355GHQ2	UBS USA 5.000 11/08/28	05/08/2026	1,019.18
61768EE82	MORGAN PVT BNK 5.050 11/08/28	05/08/2026	6,210.53
05600XQB9	BMO BNK 4.600 05/08/26	05/08/2026	72.30
02589AF98	AM EX BK 5.000 11/08/28	05/08/2026	6,149.04
05600XQB9	BMO BNK 4.600 05/08/26	05/08/2026	5,625.86
62847NEQ5	MVB BANK 4.150 08/13/27	05/13/2026	845.92
02582JKT6	AXCMT-255-A	05/15/2026	7,516.67
89240JAD3	TART-25A-A3	05/15/2026	6,766.67
912828X88	US TREASURY 2.375 05/15/27	05/15/2026	23,750.00

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	05/18/2026	896.88
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	05/18/2026	6,026.06
501798TW2	MILESTONE BANK 4.500 05/18/26	05/18/2026	5,534.14
501798TW2	MILESTONE BANK 4.500 05/18/26	05/18/2026	76.69
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	05/18/2026	16,250.00
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	05/19/2026	896.88
020080CN5	ALMA BNK 4.500 05/19/26	05/19/2026	917.26
020080CN5	ALMA BNK 4.500 05/19/26	05/19/2026	77.12
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	05/19/2026	77.03
146102AP3	CARTER BANK & TR 4.300 03/20/29	05/20/2026	876.49
062119BK7	BANK FIVE 4.650 03/20/28	05/20/2026	947.84
43814VAC1	HONDO-251-A3	05/21/2026	7,616.67
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	05/21/2026	917.26
3132XDBQ5	FH WA4446	05/25/2026	4,564.23
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	05/25/2026	4,529.17
3140HW4G4	FN BL5322	05/25/2026	5,038.91
3137HKXJ8	FH-K539-A2	05/25/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	05/25/2026	5,062.32
3132XKXN2	FH WN5184	05/25/2026	7,466.79
3132XKTY3	FH WN5066	05/25/2026	3,434.81
3137FLN91	FH-K091-A2	05/25/2026	5,841.67
254673E36	CAPITL ONE NA 3.200 05/24/27	05/26/2026	3,935.39
06610QFC0	BANKERS BANK 4.500 05/26/26	05/26/2026	79.68
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	05/26/2026	15,000.00
8562834U7	SBI CHICAGO 5.000 11/24/28	05/26/2026	6,149.04
06610QFC0	BANKERS BANK 4.500 05/26/26	05/26/2026	917.26
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	05/28/2026	3,500.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	05/29/2026	927.45

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
MAY 2026 TOTAL			**172,065.26**
91282CHE4	US TREASURY 3.625 05/31/28	06/01/2026	32,625.00
023135CP9	AMAZON.COM 4.550 12/01/27 '27	06/01/2026	45,500.00
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	06/03/2026	1,074.21
90355GHQ2	UBS USA 5.000 11/08/28	06/08/2026	1,053.15
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	06/09/2026	137.50
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	06/09/2026	5,750.00
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	06/11/2026	52,540.00
3130AWLZ1	FHLBANKS 4.750 06/12/26	06/12/2026	415.35
3130AWLZ1	FHLBANKS 4.750 06/12/26	06/12/2026	41,562.50
02582JKT6	AXCMT-255-A	06/15/2026	7,516.67
89240JAD3	TART-25A-A3	06/15/2026	6,766.67
62847NEQ5	MVB BANK 4.150 08/13/27	06/15/2026	874.12
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	06/17/2026	926.77
4581X0DG0	IDB 2.250 06/18/29 MTN	06/18/2026	22,500.00
32026US23	FIRST FOUND 4.500 06/21/27	06/22/2026	5,564.71
43814VAC1	HONDO-251-A3	06/22/2026	7,616.67
062119BK7	BANK FIVE 4.650 03/20/28	06/22/2026	979.43
3130AQA45	FHLBANKS 2.250 12/21/26	06/22/2026	22,500.00
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	06/22/2026	947.84
146102AP3	CARTER BANK & TR 4.300 03/20/29	06/22/2026	905.71
3132XKTY3	FH WN5066	06/25/2026	3,433.03
3137HKXJ8	FH-K539-A2	06/25/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	06/25/2026	5,062.32
3137FLN91	FH-K091-A2	06/25/2026	5,841.67
3132XKXN2	FH WN5184	06/25/2026	7,462.89
3132XDBQ5	FH WA4446	06/25/2026	4,556.27
3140HW4G4	FN BL5322	06/25/2026	5,036.15

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	06/25/2026	4,529.17
910286GM9	UNITED FIDELITY 4.550 06/29/27	06/29/2026	958.37
3130AMVK5	FHLBANKS 2.000 12/29/27	06/29/2026	5,000.00
91282CHK0	US TREASURY 4.000 06/30/28	06/30/2026	36,000.00
JUN 2026 TOTAL			**341,148.65**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	07/03/2026	1,039.56
90355GHQ2	UBS USA 5.000 11/08/28	07/08/2026	1,019.18
62847NEQ5	MVB BANK 4.150 08/13/27	07/13/2026	845.92
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29	07/13/2026	49,000.00
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	07/13/2026	19,000.00
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	07/13/2026	23,125.00
459058KT9	IBRD 3.500 07/12/28 MTN	07/13/2026	35,000.00
89235MLC3	TOYOTA FINL SVGS 0.950 07/15/26	07/15/2026	1,168.32
02582JKT6	AXCMT-255-A	07/15/2026	7,516.67
89240JAD3	TART-25A-A3	07/15/2026	6,766.67
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	07/17/2026	896.88
146102AP3	CARTER BANK & TR 4.300 03/20/29	07/20/2026	876.49
062119BK7	BANK FIVE 4.650 03/20/28	07/20/2026	947.84
43814VAC1	HONDO-251-A3	07/21/2026	7,616.67
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	07/21/2026	917.26
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	07/24/2026	36,250.00
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	07/27/2026	4,529.17
3132XKXN2	FH WN5184	07/27/2026	7,457.81
3137HKXJ8	FH-K539-A2	07/27/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	07/27/2026	5,062.32
3132XDBQ5	FH WA4446	07/27/2026	4,547.57
3132XKTY3	FH WN5066	07/27/2026	3,430.70
3137FLN91	FH-K091-A2	07/27/2026	5,841.67

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140HW4G4	FN BL5322	07/27/2026	5,032.53
910286GM9	UNITED FIDELITY 4.550 06/29/27	07/29/2026	927.45
91282CLC3	US TREASURY 4.000 07/31/29	07/31/2026	36,000.00
JUL 2026 TOTAL			**270,328.16**
14042TJD0	CAPITL ONE NA 3.550 08/03/27	08/03/2026	4,365.82
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	08/03/2026	1,074.21
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	08/07/2026	(2,564.45)
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26	08/07/2026	34,125.00
90355GHQ2	UBS USA 5.000 11/08/28	08/10/2026	1,053.15
795451AK9	SALLIE MAE BNK 1.100 08/11/26	08/11/2026	1,352.79
857894Q77	STEARNS BANK 4.050 08/14/28	08/13/2026	4,980.72
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	08/13/2026	37,125.00
62847NEQ5	MVB BANK 4.150 08/13/27	08/13/2026	874.12
31315PX53	FARMER MAC 3.650 08/14/29 MTN	08/14/2026	35,222.50
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	08/14/2026	4,980.72
31422XW99	FARMER MAC 3.850 02/14/28 MTN	08/14/2026	38,500.00
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	08/17/2026	22,800.00
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	08/17/2026	926.77
02582JKT6	AXCMT-255-A	08/17/2026	7,516.67
89240JAD3	TART-25A-A3	08/17/2026	6,766.67
062119BK7	BANK FIVE 4.650 03/20/28	08/20/2026	979.43
146102AP3	CARTER BANK & TR 4.300 03/20/29	08/20/2026	905.71
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	08/21/2026	947.84
43814VAC1	HONDO-251-A3	08/21/2026	7,616.67
3132XDBQ5	FH WA4446	08/25/2026	4,539.20
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	08/25/2026	4,529.17
3140HW4G4	FN BL5322	08/25/2026	5,029.33
3137HKXJ8	FH-K539-A2	08/25/2026	5,512.50

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	08/25/2026	5,062.32
3130AT2L0	FHLBANKS 4.050 08/25/27 '25	08/25/2026	30,375.00
3137FLN91	FH-K091-A2	08/25/2026	5,841.67
3132XKTY3	FH WN5066	08/25/2026	3,428.64
3132XKXN2	FH WN5184	08/25/2026	7,453.30
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	08/28/2026	45,112.50
857477CW1	STATE STREET 4.729 02/28/30 '30	08/28/2026	23,645.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	08/31/2026	958.37
AUG 2026 TOTAL			**351,036.32**
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	09/01/2026	45,500.00
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	09/03/2026	1,074.21
90355GHQ2	UBS USA 5.000 11/08/28	09/08/2026	1,053.15
3130ATS65	FHLBANKS 4.875 09/10/32	09/10/2026	24,375.00
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	09/10/2026	35,000.00
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	09/10/2026	16,800.00
3130AV4X7	FHLBANKS 4.375 03/11/33	09/11/2026	10,937.50
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	09/14/2026	5,750.00
62847NEQ5	MVB BANK 4.150 08/13/27	09/14/2026	874.12
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	09/14/2026	339.79
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	09/15/2026	31,125.00
02582JKT6	AXCMT-255-A	09/15/2026	7,516.67
89240JAD3	TART-25A-A3	09/15/2026	6,766.67
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	09/17/2026	926.77
931142ER0	WALMART 1.050 09/17/26 '26	09/17/2026	371.24
931142ER0	WALMART 1.050 09/17/26 '26	09/17/2026	5,250.00
02007G3Q4	ALLY BANK 3.900 09/20/27	09/21/2026	4,875.75
43814VAC1	HONDO-251-A3	09/21/2026	7,616.67
062119BK7	BANK FIVE 4.650 03/20/28	09/21/2026	979.43

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	09/21/2026	947.84
146102AP3	CARTER BANK & TR 4.300 03/20/29	09/21/2026	905.71
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	09/22/2026	9,000.00
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	09/24/2026	21,175.00
3132XKXN2	FH WN5184	09/25/2026	7,448.24
3137HKXJ8	FH-K539-A2	09/25/2026	5,512.50
3132XKTY3	FH WN5066	09/25/2026	3,426.33
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	09/25/2026	5,062.32
3137FLN91	FH-K091-A2	09/25/2026	5,841.67
3140HW4G4	FN BL5322	09/25/2026	5,025.74
3137HLXV9	FHMS K-541 A2 4.86541 02/25/2030	09/25/2026	4,529.17
3132XDBQ5	FH WA4446	09/25/2026	4,530.48
3130AMVK5	FHLBANKS 2.000 12/29/27	09/29/2026	5,000.00
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	09/29/2026	58,030.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	09/29/2026	958.37
91282CGT2	US TREASURY 3.625 03/31/28	09/30/2026	18,125.00
SEP 2026 TOTAL			**362,650.30**
GRAND TOTAL			**3,567,824.91**

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MEEDER

PUBLIC FUNDS

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on a $72,950.00 contract with Lumos & Associates for design and construction assistance for the Pamela Place Flood Control Detention Basin, and authorize the Chair to sign the contract document(s) and to approve change orders up to 10% of the contract amount. (Courtney Walker, Stormwater Program Manager)

RECOMMENDED MOTION:
Approve a $72,950.00 contract with Lumos & Associates for the design of the Pamela Place Flood Control Detention Basin and construction assistance and authorize the Chair to sign the contract document(s) and to approve change orders up to 10% of the contract amount.

FINANCIAL IMPACT:
This project is funded 75% by a FEMA Hazard Mitigation Grant. The total project budget is $500,000.00 and the cost of the acquisition of 2731 Pamela Place parcel was $300,000. The proposed design and construction assistance contract is for $72,950. This will leave $127,050.00 left in the project budget for construction. There is $76,200.00 left in the Johnson Lane Flood Mitigation account from a settlement agreement that will be presented to Judge Young once the engineer's estimate for construction of the Pamela Basin is known.

BACKGROUND:
The Pamela Place Detention Basin project has been identified as a priority flood control improvement for the Johnson Lane community, based on findings from the 2018 Johnson Lane Area Drainage Master Plan (ADMP) and the 2021 Flood Mitigation Impact Assessment. The Detention Basin project is planned for construction on a County-owned parcel located at 2731 Pamela Place. The proposed basin is designed to attenuate stormwater flows from the contributing watershed, helping to protect downstream homes and infrastructure.

The design will accommodate both the 25-year/24-hour and 100-year/6-hour storm events, and will include an engineered spillway to safely convey larger storm flows. The basin will also tie into the

existing roadside ditch located to the south to ensure effective downstream conveyance.

Douglas County acquired the property in August 2025 and is pursuing the design and construction of the detention basin for flood control purposes. This project was developed through coordination between Douglas County and a represented group of the residents of Johnson Lane.

ATTACHMENTS:
Contract Douglas County and Lumos_FINAL 11.7.2025_signed by Lumos.pdf
Exhibit A - 2025_1106-LA25.850_Pamela Place Detention Basin Proposal.pdf
Exhibit B - Nevada Standard Fee Schedule 2025_Lumos.pdf

CONTRACT FOR PROFESSIONAL SERVICES
FUNDED FROM FEDERAL FUNDS
Pamela Place Flood Control Detention Basin Design

AN AGREEMENT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

LUMOS & ASSOCIATES, INC.

This Agreement ("Agreement") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Lumos & Associates, Inc., a Nevada Corporation (the "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS the County is permitted to use federal funding it has received to contract with the Contractor to provide the professional services referenced herein; and

WHEREAS, the Contractor must comply with all applicable legal and regulatory requirements for the use of Federal funding, including all applicable compliance requirements and all applicable Uniform Administrative Requirements, Cost Principles; and

WHEREAS, the Douglas County Board of Commissioners has approved the use of federal funding in accordance with the terms of this Agreement.

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. This Agreement is effective on the date signed by both parties and shall continue in effect until all services referenced in the Agreement are performed by Contractor, but in no event later than December 31, 2026. The Agreement may be terminated earlier in accordance with its terms. The Parties will adhere to the schedule in the Contractor's Proposal attached hereto as Exhibit A; deadlines will be equitably adjusted for delays beyond Contractor's reasonable control—including County-caused or third-party delays and events described in the Force Majeure section.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows: Geotechnical Investigation, 100% Design, and Construction Support Services of the Pamela Place Flood Control Detention Basin. The services are further detailed in, and shall be completed in accordance with, Exhibit A.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed Seventy-Two Thousand, Nine Hundred and Fifty Dollars, $72,950 payable on a fixed fee and time and materials basis, as specified in Exhibit A, by the County using Federal funding. For tasks billed on a time and materials basis, the billing shall be at the rates set forth in Contractor's Rate scheduled, which is attached as Exhibit B. Contractor agrees to submit invoices detailing the work completed within ten (10) days after the end of the prior month for any services rendered. The County will pay invoices received within 45 days of receipt. The County reserves the right to withhold or reduce payment under this Agreement if it determines, at its sole discretion, that the Contractor has failed to comply with any applicable laws and regulations regarding the use of Federal funding.

The Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license fees, memberships and dues; automobile and other travel expenses; and all salaries, expenses, and other compensation paid to the Contractor's employees or contract personnel hired to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, and all 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.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a) Contractor has the right to perform services for others during the term of this Agreement.
b) Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c) Contractor shall not be assigned a work location on County premises.
d) Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
e) Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
f) Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.

g) Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h) County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
i) Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. 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:

> Lumos & Associates has entered into a contract with Douglas County to perform work from November 10, 2025, through 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 Lumos & Associates is required to maintain. The certificate and notice should be mailed to:
>
> Douglas County Manager
> Post Office Box 218
> Minden, Nevada 89423
> Attn: Tom Dallaire

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.

6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all federal requirements regarding the expenditure of Federal funds that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated, including, without limitation, 31 CFR Part 35 and 2 CFR Part 200. Pursuant to 2 CFR §200.316 any real property, equipment, and intangible property, that are acquired or improved with a Federal funds must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

7. WARRANTY. Contractor hereby agrees that the services provided under this Contract will be performed consistent with the professional standard of care described in Section 25 and shall comply with the applicable specifications and requirements set forth in this Contract. For clarity, nothing in this Section creates any warranty or guarantee; Contractor's obligations are limited to the professional standard of care in Section 25.

8. ADMINISTRATION OF AGREEMENT. The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Contractor and County and notices required under this Agreement shall be sent to the individuals listed below:

County:		**Douglas County, Nevada**
	Attn.	Jeremy J. Hutchings, PE, County Engineer
	Address:	1594 Esmeralda Avenue
		PO Box 218
		Minden, NV 89423
	Ph.	775.782.9063
	Email:	jhutchings@dougaslnv.us
Contractor:		Lumos & Associates
	Attn:	Dan Stucky
	Address:	950 Sandhill Road, Ste 100,
		Reno, NV 89521
	Ph:	(775) 827-6111
	Email:	dstucky@lumosinc.com

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 stated above.

9. TERMINATION OF AGREEMENT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. County may terminate the contract without cause upon 30 days advanced written notice to Contractor. 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.

10. SUSPENSION AND DEBARMENT CERTIFICATION. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a

person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

11. CIVIL RIGHTS REQUIREMENTS. The following requirements apply to the underlying Agreement:

(1) 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, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

12. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

13. BUY AMERICAN. As appropriate, products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing processes occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). A Buy America Waiver must be requested and approved by the funding agency prior to commencement of work. Note: Contractor represents that no goods or materials will be procured or ordered within the scope of this Contract; as a result, this provision is inapplicable.

14. DOMESTIC PREFERENCES FOR PROCUREMENT. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Note: Contractor represents that no goods, products or materials will be purchased, acquired or used within the scope of this Contract; as a result, this provision is inapplicable.

15. DAVIS-BACON ACT (WHEN APPROPRIATE). Davis-Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Note: Contractor represents that no work within the scope of this Contract will be provided by laborers or mechanics as defined by the Davis-Bacon Act; as a result, this provision is inapplicable.

16. CLEAN AIR AND WATER ACTS. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended—Contracts and subgrants of amounts in excess of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees, agents, volunteers, or other representatives arising out of or related to Contractor's performance under this Agreement. Notwithstanding the foregoing, Contractor has no duty to defend the County with respect to any claim or action based upon or arising out of Contractor's professional services; any attorneys' fees or costs recoverable by the County, if any, shall be limited to those awarded by a trier of fact and proportionate to Contractor's adjudicated share of liability.

18. CONSTRUCTION OF AGREEMENT. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such a meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a court of competent jurisdiction in Douglas County, Nevada. Attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree not to seek punitive damages against either Party. This Agreement consists of this document, Exhibit A and Exhibit B. To the extent practicable, these documents are intended to be read as complementary to each other; in the event of an irreconcilable conflict, the following order of precedence shall apply: this document, Exhibit A and finally Exhibit B.

19. FEDERAL CHANGES. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any funding documentation, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

20. LICENSING. The Contractor agrees to maintain any required licenses and certifications to perform any services for County, including but not limited to, NV State Business License. The failure to

maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five business days after Contractor becomes aware of the claim, complaint or investigation.

21. MODIFICATION OF CONTRACT. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

22. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either County or Contractor.

23. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

24. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

25. 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.

26. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

27. 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. In addition to the Materials, the Contractor shall make available to the County all internal records pertaining to the services set forth in Paragraph 2 (including invoices, payrolls, and records of personnel) for audit and examination (the "Additional Records").

The Materials and Additional Records 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. Additional Records will not be transmitted to the County but shall be made available to the County for examination upon request. 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.

Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as **public records** pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

28. 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.

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

Lumos & Associates

By:_____ 11/7/25

Dan Stucky, Director of Engineering (Date)

Douglas County, Nevada

By:_____

Jenifer R. Davidson, Douglas County Manager (Date)

Exhibit A

Project Scope

Exhibit B

Fee Schedule

LUMOS & ASSOCIATES

Boise • Carson City • Fallon • Lake Tahoe • Reno • El Dorado Hills • Roseville
www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, NV 89703
775.827.6111

November 6, 2025

Proposal #: LA25.850

Courtney Walker, CFM
Stormwater Program Manager
Douglas County Community Development
1120 Airport Road, C-2
Minden, NV 89423
Via Email: cwalker@douglasnv.us

Subject: Pamela Place Flood Control Detention Basin

Dear Ms. Walker:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for The Pamela Place Flood Control Detention Basin in Douglas County, Nevada.

Project Understanding

The Pamela Place Detention Basin project has been identified as a priority flood control improvement for the Johnson Lane community, based on findings from the 2018 Johnson Lane Area Drainage Master Plan (ADMP) and the 2021 Flood Mitigation Impact Assessment. The project is planned for construction on a County-owned parcel located at 2731 Pamela Place. The proposed basin is designed to attenuate stormwater flows from the contributing watershed, helping to protect downstream homes and infrastructure. The design will accommodate both the 25-year/24-hour and 100-year/6-hour storm events, and will include an engineered spillway to safely convey larger storm flows. The basin will also tie into the existing roadside ditch located to the south to ensure effective downstream conveyance.

Lumos proposes to provide a comprehensive suite of professional services in support of this project, including geotechnical investigation, technical drainage analysis, civil engineering design, materials testing, and construction support. Topographic Survey, Boundary Survey, and Construction Staking will be provided at another time. The following scope of work is proposed to facilitate the successful delivery of the project.

Task 1 – Project Management

Project management will include the coordination and scheduling of Lumos staff resources and subconsultants, regular project updates and correspondence with the County and project team, development and maintenance of the project schedule, quality assurance reviews, budget tracking and invoicing, and meetings with the County, applicable utility agencies, and other regulatory bodies as needed.

The Project Manager will schedule and facilitate a project kickoff meeting with the County. This task also includes monthly virtual project progress meetings with County staff. Except for the kickoff meeting, all progress meetings are anticipated to be held virtually.

One (1) in-person meeting with public stakeholders will be conducted during the design phase to share information about the project design and expected outcomes, and to respond to questions. This meeting is anticipated to be held informally at the County offices.

Deliverables:
- Monthly invoices
- Kickoff and progress meeting agendas and minutes (8 meetings anticipated)
- Public stakeholder meeting agendas and minutes
- Project schedule updates, as needed

Task 2 – Geotechnical Investigation
For the Geotechnical scope of work, we will complete a field investigation that will consist of three (3) subsurface test pits at the proposed site. Exploration depths will be from five (5) to fifteen (15) feet below ground surface, or practical refusal, whichever comes first. Samples will be collected from the surface and at each soil layer encountered below ground surface. We will also perform one (1) infiltration test at the basin site. Lumos & Associates, Inc. will provide the excavation services and the USA dig clearance.

Lumos & Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a Geotechnical Investigation report that will discuss the geologic setting, seismic considerations, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Investigation will be prepared by a Registered Nevada Civil Engineer and will specifically include the following services:

Field Investigation will include:
- USA Dig Clearance
- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if Encountered
- Infiltration Test

Laboratory analysis may include:
- Atterberg Limits (ASTM D-4318)
- Grain Size Analysis (including fines content) (ASTM C-136)
- Moisture Density Curve (ASTM D-1557)
- Soluble Sulfate/pH/Resistivity
- Direct Shear (ASTM D-3080)

Report, Recommendations, and Conclusions:
- Table of Contents
- Introduction
- Exploration Logs and Field Investigations
- Soil Types and Classification
- Laboratory Test Results and Summary
- Seismic Considerations

- Geotechnical Discussion
- Shear Strength Parameters of Site Soils
- Coefficient of Friction of Site Soils
- Grading Recommendations
- Portland Cement Concrete Recommendations
- Groundwater Level, if encountered

Note that our scope of work do not include any soil and/or groundwater contamination evaluation at the site. We have assumed any environmental permits will be secured by others. Additionally, we have assumed that no other permits are required to conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer and our excavation subcontractor.

For the geotechnical investigation, Lumos can begin work within one (1) to two (2) weeks of Authorization to Proceed. Fieldwork will take approximately two (2) days to complete. Laboratory testing will be assigned upon completion of the fieldwork and may take up to two (2) weeks. The analysis and report preparation is anticipated to take up to one (1) week. Therefore, we estimate a time frame of approximately four (4) to five (5) weeks – from authorization to proceed work – to complete this project. However, verbal results may be provided, as they become available.

Task 3 – Hydrology & Hydraulics
Lumos will utilize the upstream cross sections from the previous FLO-2D model, developed by teaming partner JE Fuller, to generate flow hydrographs for sizing the detention basin. The hydrographs from the 25-year, 24-hour and 100-year, 6-hour storms will be utilized to design the detention basin's stage storage curve, outlet structures, energy dissipation, erosion protection, inlet structures, and channel sizing.

A technical drainage report summarizing the hydrologic and hydraulic analyses, findings, and design recommendations will be prepared and delivered as part of this task.

Task 4 – Civil Improvement Plans, Specifications, & OPCC
Lumos will prepare civil construction drawings, specifications, and an Engineer's Opinion of Probable Construction Cost (OPCC) for the Pamela Place Detention Basin. Design review submittals will be provided to the County at specific levels of completion with the 100% review anticipated to include the following sheets:

- Title sheet with general notes, project location, and vicinity map;
- Site plan showing the location of proposed improvements;
- Plan and section views of proposed basins (including outlet structures and any conveyance pipes);
- Grading plan with quantities
- Site Best Management Practices (BMPs)
- Detail sheets with applicable construction details

Drawing packages and OPCCs will be provided at the 30%, 90%, and 100% design levels. Specifications will be included at the 90%, and 100% levels. It is assumed that County comments will be incorporated with each subsequent deliverable.

It is assumed that Douglas County will provide the Division 00 contract specifications with Lumos generating all other specifications. Douglas County and Lumos will coordinate on the creation of the bid schedule.

Task 5 – Bidding Assistance
During the bidding phase, Lumos will support the County by providing engineering-related assistance in soliciting and evaluating bids for the project. Services may include, but are not limited to:

- Responding to Requests for Information (RFIs)
- Attending the pre-bid meeting
- Answering questions from bidders or Douglas County
- Modifying plans and preparing addenda related to the civil design, as necessary
- Evaluating base bids and alternate bid items
- Attending the bid opening, if requested
- Preparing a bid tabulation and providing a recommendation for contract award, if desired

The County will retain responsibility for distributing responses and clarifications to bidders and for issuing any formal addenda.

Task 6 – Materials Testing & Final Letter Preparation
Lumos understands our scope of services is to provide materials testing/inspection services as required by the plans, specifications and the Standard Specifications for Public Works Construction or "Orange Book".

We anticipate fifteen (15) site visits to perform inspection and compaction testing on trench backfill, mass grading fill, subgrade, and aggregate base. Additionally, we anticipate three (3) site visits will be required to perform rebar inspection and the sampling testing of exterior concrete.

In addition to the above-mentioned field materials tests, Lumos will provide the laboratory testing on asphalt, concrete, and soils as follows:

- 1 Soil Classifications
- 1 Modified Proctors
- 15 Concrete Compression Tests

Lumos will also provide a technician to pick up and deliver samples to the laboratory:

- 4 trips

We request all scheduling be done prior to 3:00 p.m., the preceding day of the required inspections by notifying our office.

At the conclusion of the project, Lumos will prepare a final materials testing package for submittal to the County Engineering Dept. The submittal will be reviewed and stamped by a Professional Engineer.

Task 7 – Construction Assistance and Project Closeout (T&M)
During the construction phase, Lumos will provide construction-related support services, including:

- Issuing conformed documents for construction
- Attending the pre-construction meeting
- Responding to contractor RFIs
- Reviewing submittals and shop drawings
- Issuing clarifications and/or supplemental information as needed
- Conducting a site visit at the completion of construction to prepare a punch list of items requiring correction
- Preparing Record Drawings based on the contractor's redlined plan set

As final design is not yet complete, this task will be billed on a time and materials basis in accordance with our current fee schedule.

Task 8 – Project Contingency/Additional Support Services
The Project Contingency is specifically for additional out-of-scope tasks, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the County. Work will be performed on a time and materials basis in accordance with the current Lumos fee schedule.

Assumptions / Exceptions
Lumos has made the following assumptions in preparation of this proposal:

- All application and permit fees will be paid by others.
- No time or scope is included for submittals to any agencies other than Douglas County Public Works.
- Permitting will only be required through Douglas County. It is assumed that Douglas County Public Works will manage this process. If additional permitting services are required from Lumos, they will be addressed under the Project Design Contingency task.
- This proposal does not include floodplain modeling, analysis, FEMA permitting, or FEMA coordination.
- The County has secured all necessary easements to perform the work. This proposal does not include any work associated with additional easements or any right-of-way engineering.
- No downstream design from the basin outlet is included at this time. If such design services are needed, Lumos can provide an amendment to this proposal.
- Improvements to surrounding roads are not included in this scope of services.
- For the assumed work set forth in Task 6, the County will be billed a fixed fee of $7,500. Additional tests and site visits will be billed on a time and materials basis and must be approved in writing by the County in advance. Re-inspections and standby time are not included in the fixed fee amount and will also be billed on a time and materials basis with County approval.
- Prevailing wages have not been assumed for our inspectors/technicians while on site. If prevailing wages are required, the above costs will be adjusted accordingly.
- No surveying services are provided with this scope.

Schedule

The project schedule provided by Lumos is preliminary, and the time frames shown for some of the critical path items (i.e. field work in topographic survey & geotechnical investigation) have the possibility of delay due to inclement weather.

Lumos Agreement to Board of Commissioners:	November 20, 2025
Notice to Proceed/Start Design:	December 4, 2025
Topographic Survey and Mapping, Geotechnical Investigation	January 15, 2026
30% Preliminary Plans:	February 14, 2026
90% Construction Documents:	April 3, 2026
Final Construction Documents:	May 1, 2026
Advertise:	May 12, 2026
Open Bids:	June 9, 2026
Construction Contract to Board of Commissioners:	June 18, 2026
Construction	July 2026 – November 2026

Fees

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Proposed Budget	
Task 1	Project Management	$7,900	
Task 2	Geotechnical Investigation	$12,750	
Task 3	Hydrology & Hydraulics	$9,000	
Task 4	Civil Improvement Plans, Specifications, & OPCC	$21,500	
Task 5	Bidding Assistance	$3,800	
Task 6	Materials Testing & Final Letter Preparation	$7,500	
Task 7	Construction Assistance and Project Closeout (T&M)	$5,500	(Estimate)
Task 8	Project Contingency/Additional Support Services	$5,000	
	Total:	$72,950	

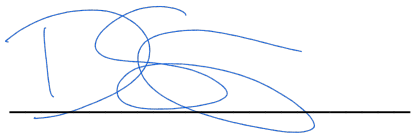
Tasks 1 through 6 will be billed as a fixed fee based on percent complete. Task 7 will be billed on a time and materials basis. Work performed under Task 8 will be billed on a time and materials basis and only be executed at the sole discretion of the County. Lumos will be happy to amend this proposal as necessary to provide additional services not included in the above scope of work, or to amend the proposed services to better match the County's needs.

If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The terms are 'Due Upon Receipt' and accounts are past due after

30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns, as we would be happy to discuss them with you.

Sincerely,



Dan Stucky, P.E.
Project Manager



Ian Mahaffey, P.E.
Senior Engineer

Engineering	Per Hour
Director	$295
Group Manager	280
Senior Project Manager – Special Projects	250
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Hydrogeologist	190/200/215
Staff / Project / Senior Engineer	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Project / Senior Project Designer	160/170
Engineering Technician I / II / III	110/140/150
Construction	**Per Hour**
Director	$295
Materials Engineering Manager	265
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Geotechnical Engineer	190/205/215
Construction Services Supervisor / Engineer	175/185
Assistant / Project / Senior Project Coordinator	145/185/195
Geotechnician	175
Inspector / Senior Inspector (includes nuclear gauge)	160/170
Construction Technician I / II / III	120/130/140
Materials Technician I / II / III (includes nuclear gauge)	110/120/130
Administrative Technician	90/100/110
Surveying	**Per Hour**
Director	$295
Group Manager	280
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Surveyor	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Photogrammetrist / Photogrammetry Manager	170/205
GIS Analyst	140
Surveying Technician I / II / III	95/140/150
Party Chief	190
Administrative & Other Services	**Per Hour**
Administrative Support	$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $52,643.70 Aging and Disability Services Division (ADSD) Transportation Grant Award for the period of July 1, 2025, through June 30, 2026, and authorize the County Manager to sign the grant award and all related documents. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept a $52,643.70 ADSD Transportation Grant Award for the period of July 1, 2025, through June 30, 2026, and authorize the County Manager to sign the grant award and all related documents.

FINANCIAL IMPACT:
This grant will increase revenue in the Senior Services Fund by $52,643.70 in the "Grant Revenue - State" account (260-000 331.510). The County's match requirement of $7,897.00 has already been budgeted as part of Salaries and Wages expenses within the fund. The Community Services Department has filled out the Grant Forms Packet and routed it to the Grants Administrator in the Finance Department. The Grants Administrator will approve the packet and assign a project number to the grant. The project number will be used to track all revenues and expenses related to the grant.

BACKGROUND:
This grant is administered by the State of Nevada Aging and Disability Services Division. The State contacts the Community Services Manager each year with an opportunity to apply for funding. The Department applied for the funds and was awarded $52,643.70 for fiscal year 2025-26. The grant funds are used to help subsidize the County's DART program, which provides vital transportation services to aging and disabled members of our community. The County's match requirement is $7,897.00 has been budgeted in Salaries and Wages in the Senior Services Fund. The grant has a time period of July 1, 2025 through June 30, 2026.

ATTACHMENTS:
04-000-10-LX-26 NOSA.pdf

Grant Form Packet.pdf

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
(hereinafter referred to as the Department)

Agency Ref. #: **04-000-10-LX-26**
Unit: 3140
Sub Unit: 14
GL: 8580
Reporting: N/A

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Katrina Fowler, KLFowler@adsd.nv.gov	**Subrecipient's Name:** Douglas County Contact Name: Jenifer Davidson, County Manager / JRDavidson@douglasnv.us
Address: 1550 E College Parkway Carson City, NV 89706	**Address:** PO Box 3000 Minden, NV 89423
Subaward Period: 07/01/2025 - 06/30/2026 **Subaward Type**: Categorical	**Subrecipient's:** **EIN:** 88-6000031 **Vendor #:** T40174400 **UEI:** KE5GF37F6F95

Purpose of Award: Fiscal Year 2026 funding to provide Transportation Services to individuals deemed eligible per the ADSD Service Specifications.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Douglas

Approved Budget Categories:	
1. Personnel	**$45,144.17**
2. Travel	**$0.00**
3. Operating	**$3,600.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Other	**$0.00**
TOTAL DIRECT COSTS	**$48,744.17**
7. Indirect Costs	**$3,899.53**
TOTAL APPROVED BUDGET	**$52,643.70**

AWARD COMPUTATION:

Total Obligated by this Action:	$	52,643.70
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	0.00
Total State Funds Awarded to Date:	$	52,643.70
Total Funds Awarded:	$	**52,643.70**
Match Required ☒ Y ☐ N		
Amount Required this Action:	$	7,897.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	**7,897.00**

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
N/A

Federal Project Period:
N/A

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Independent Living Grant (ILG) (3140.14 / N/A, $52,643.70)	100%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 8% de minimis

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements (GIRS), ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal and State regulations.
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Reimbursements must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A:	Grant Conditions and Assurances;	Section E:	Audit Information Request;
Section B:	Description of Services, Scope of Work and Deliverables;	Section F:	Current/Former State Employee Disclaimer;
Section C:	Budget and Financial Reporting Requirements;	Section G:	DHHS Confidentiality Addendum; and
Section D:	Request for Reimbursement;	Section H:	Matching Funds Agreement

Authorized Subrecipient Official's Name, Title:	Signature	Date
Jenifer Davidson, County Manager -OR- Authorized Signer (Print Name and Title): _____		
Cheyenne Pasquale, Agency Manager For Rique Robb, ADSD Administrator	C. Pasquale	10/20/2025

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. Compliance with the Consolidated Appropriations Act, 2023, PL 117-328.

11. Compliance with the Trafficking Victims Protection Act of 2000, Section 106 (g), as amended (22 U.S.C. 7104(g)).

12. No funding associated with this grant will be used for lobbying.

13. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

14. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

15. Should the collection of information require the use of an information technology system, the subrecipient will be expected to adhere to state and federal information security requirements to help ensure the security of any system used or developed by the subrecipient. In particular, if the data to be collected includes Personally Identifiable Information or Protected PII, the subrecipient must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII. (See 2 CFR 200.1 Definitions; 2 CFR 200.303 Internal Controls).

16. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

17. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

    This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

18. Protections for Whistleblowers

    - In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a

substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.

- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

19. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

Douglas County hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Douglas County

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
Case management system reporting and/or service-specific report(s)	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance (if approved)	15th calendar day before the month of service	
Quarterly Report	30th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Transportation Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
NV DHHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://dhhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/Grant%20Instructions%20and%20Requirements%20Revised%201.2025%20-%20FINAL%20(R).pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

ADSD Work Plan

Applicant / Subrecipient Name: Douglas County	**Service:** Transportation: Direct Service	**#04-000-10-LX-26**

Goal 1 (Outreach): *Increase Public Awareness*

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Create Program Awareness	- Develop/update materials directly targeted to seniors - Network and collaborate with partners serving seniors	Ongoing	Copies of outreach materials and networking activities
1.2 Community Outreach	- Attend events and activities targeted towards seniors - Outreach to community service organizations to distribute information and resources	Ongoing	Calendar of events, meetings and activities attended
1.3 Senior Advisory Council Meetings	- Discuss strategies and methods to increase awareness with the Senior Advisory Board, who are in direct communication with seniors and aware of their needs	Ongoing	Public minutes from meetings; Public comment at meetings

Projected Output	Expected Outcomes
Number of Events: 12 meetings per year	Increased program awareness
Number of People Reached: 100	Increased program participation

Goal 2 (Service Delivery): *Expand Services*

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Increase ridership	Addition of two full time drivers and two new vehicles	Ongoing	Ridership numbers
1.2 Increase attendance at Congregate Dining based on increase in available Transportation services	Expansion of fixed routes and Demand Response Services	Ongoing	Number of meals served at the Community center and satellite locations.
1.3 Increase satisfaction	Expansion will allow residents in rural areas to feel more of a sense of belonging and community	Ongoing	Responses to surveys, feedback to Master Plan

Projected Output	Expected Outcomes
Number of Unduplicated Clients: 100	Increase in Ridership
Number of Units: 1200	Increase in Meals
% Underserved Populations: 10	Increase in Satisfaction

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-10-LX-26 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-10-LX-26 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs					Fringe Only: $10,832.50	**Total: $45,144.17**
List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.						
A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) B. *Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc.* ***-AND-*** *Describe position duties as they relate to the funding and program objectives. Expand rows as needed.*	**Annual Salary**	**Fringe Rate**	**% of Time**	**Months**	**Amount Requested**
A. Cheryl Broumley, Driver, 680.3470.01 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$49,964.00	36.81%	8.243%	12.00	$5,634.62
A. Debbie Smith, On Call Driver, 680.3470.02 B. *Salaries and Wages expenses. Fringe benefits include Workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$21,775.00	8.00%	8.243%	12.00	$1,938.51
A. Russ Kozerski, Driver, 680.3470.04 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$59,584.00	38.05%	8.243%	12.00	$6,780.34
A. Tanya Grimes, Driver, 680.3470.05 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$55,473.00	35.91%	8.243%	12.00	$6,214.67
A. Rick Peterson, Driver, 680.3470.06 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$58,206.00	32.18%	8.243%	12.00	$6,341.89
A. Bethwell Nkala, Driver, 680.3470.07 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$54,098.00	32.59%	8.243%	12.00	$5,912.58
A. Jeffrey Brackett, Driver, 680.3470.09 B. *Salaries and Wages expenses. Fringe benefits include Workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from*	$21,445.00	8.00%	8.243%	12.00	$1,909.13
A. Georgia Greenrod, Driver, 680.3470.10 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$33,228.00	29.67%	8.243%	6.00	$1,775.82
A. Vacant, Driver, 680.3470.11 B. *Salaries and Wages expenses. Fringe benefits include retirement, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$36,240.00	29.67%	8.243%	12.00	$3,873.58
A. New position, Driver, 680.3470.12 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$42,910.00	34.84%	8.232%	6.00	$2,381.51
A. New position, Driver, 680.3470.13 B. *Salaries and Wages expenses. Fringe benefits include retirement, health insurance, workers compensation, unemployment and Medicare. Responsible for transporting public, senior citizens, and residents with disabilities to and from various locations within the County*	$42,910.00	34.84%	8.232%	6.00	$2,381.51

Travel	Total:	$0.00

Operating	Total:	$3,600.00

Include specific facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, computers and related equipment which cost less than $10,000 per unit, etc. Provide a calculation for each line.

Enter Description(s) Below:	Amount:
Utilities Expenses - Power (estimated $100 per month)	$1,200.00
Utilities Expenses - Water (estimated $50 per month)	$600.00
Utilities Expenses - Heat (fluctuates, but average is estimated $50 per month)	$600.00
Camera and surveillance system maintenance expenses (estimated $100 per month)	$1,200.00
	$0.00

Justification: *(Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.*

Equipment	Total:	$0.00

Contractual	Total:	$0.00

Other	Total:	$0.00

TOTAL DIRECT PROJECT COSTS	$48,744.17

Administrative Expenses/Indirect Costs	Total:	$3,899.53

Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes equipment, capital expenditures and items such as pass-through funds, and major subcontract(s) over the first $50,000, as applicable. Reference the Grant Instructions and Requirements for additional information on Indirect Costs.

Choose ONE type of rate according to funding source and provide calculation or explanations:	RATE:
1. Independent Living Grant (ILG)/FHN State Funds and State Funds awarded to the NV System of Higher Education* (non-research): 8%	8.00%
2. Federal/Other State Funding: 15% de minimis (Modified Total Direct Costs - MTDC)	
3. Federal Negotiated Indirect Cost Rate Agreement (**NICRA**): Identify approved costs per the NICRA & attach the current agreement to application. In cells below, describe how the total indirect amount was calculated based on the NICRA letter guidance and exceptions. Expand row as needed.	

FICR Calculation:	
Other Explanations:	

TOTAL BUDGET REQUEST	$52,643.70

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

A. FUNDING SOURCES	*ADSD Funds*	MATCH	FTA grant funding	Douglas County budgeted salary expenses	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Pending	Pending	Pending				
ENTER TOTAL FUNDING	$52,643.70	$7,897.00	$273,872.00	$191,710.00	$0.00	$0.00	$0.00	$526,122.70
EXPENSE CATEGORY								
Personnel	$45,144.17	$7,897.00	$273,872.00	$191,710.00				$518,623.17
Travel	$0.00							$0.00
Operating	$3,600.00							$3,600.00
Equipment	$0.00							$0.00
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$3,899.53							$3,899.53
TOTAL EXPENSE	**$52,643.70**	**$7,897.00**	**$273,872.00**	**$191,710.00**	**$0.00**	**$0.00**	**$0.00**	**$526,122.70**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$3,899.53	Total Program Budget	$526,122.70
Indirect % of Budget	8.00%	ADSD Percent of Program Budget	10%

B. Comments regarding budget summary, if applicable.

Our grant request is comprised primarily of the salaries and benefits of our Transportation employees. These employees sole function is to provide Transportation services to the residents of our County who need it. Their salaries are also partially funded by a federal grant award and partially funded by the County.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

The match will be provided by Douglas County, pending the approval of our budget for the 2025-2026 Fiscal Year.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.

Our program has a suggested donation of $1 per ride.

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the program from which this funding was appropriated and shall be returned to the program upon termination of this agreement. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2 CFR 200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $52,643.70.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred and required documents from the RFR back-up documentation workbook.
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient.
  - Providing prior approval of reports or documents to be developed.
  - Forwarding a report to another party, i.e., Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15th calendar day of the following month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION D
Request for Reimbursement (RFR)

Department of Health and Human Services
Aging and Disability Services (ADSD)

Financial Status Report and Request for Reimbursement

Agency Ref #:
Unit:
GL:
Draw #:
CFDA #:

Program Name:	Subrecipient Name:
ADSD OCL, Grants Management	
Program Address:	**Subrecipient Address:**
1550 East College Parkway, Carson City, NV 89706	
Subaward Period:	**Subrecipient's:**
{Enter Subaward Period}	EIN:
{Enter Service}	Vendor #:
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s):
Calendar Year:

☐ NEW REQUEST ☐ REIMBURSEMENT ☐ ADVANCE & RECONCILIATION
☐ PAID RFR BACK-UP REVISION ☐ ADVANCE ONLY ☐ RECONCILIATION ONLY

	A	B	C	D	E	F
Approved Budget Category	Approved Budget	Total Prior Requests	Current Request	Year to Date Total	Budget Balance	Percent Requested
1 Personnel	$0.00	$0.00		$0.00	$0.00	-
2 Travel	$0.00	$0.00		$0.00	$0.00	-
3 Operating	$0.00	$0.00		$0.00	$0.00	-
4 Equipment	$0.00	$0.00		$0.00	$0.00	-
5 Contract/Consultant	$0.00	$0.00		$0.00	$0.00	-
6 Other	$0.00	$0.00		$0.00	$0.00	-
7 Indirect Expenses	$0.00	$0.00		$0.00	$0.00	-
Total	$0.00	$0.00	$0.00	$0.00	$0.00	-

Additional Financial Reporting - All Award Types

Budget Item	Required Amount	Total Prior Months	Current Amount	Year to Date Total	Budget Balance	Percent Provided
1 Match	$0.00	$0.00		$0.00	$0.00	-
2 Program Income	N/A	$0.00		$0.00	N/A	N/A

Additional Financial Reporting - Fixed-Fee Awards Only

	Number of Units of Service		Funding Earned		Balance to be Earned	Percent Earned
Fixed-Fee Rate(s):	Previous Period	This Period	This Period	Total/All		
1	0.00		-	-	-	-
2	0.00		N/A			

☐ N/A

Advance Payment Reconciliation

Budget Categories or Specific Components (Expand rows as needed)	Month:		Total Funds to Date			
	Received	Expended	Funds Advanced	Expended	Balance	Percent Expended
			$0.00	$0.00	$0.00	-
			$0.00	$0.00	$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward; and that the amount of this request is not in excess of current needs or, cumulatively for the award term, in excess of the total approved subaward. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached are correct.

Authorized Signature | Title | Date

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

Program contact? Yes:___ No:___; Contact:_____
Reason for contact: _____
Notes: _____

APPROVALS:
Scope of Work -
Date: _____ Signed: _____
PAC Fiscal -
Date: _____ Signed: _____

Payment Breakdown

Unit.Sub Unit / Reporting #	Amount
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	$ -

For Reference Only

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend $1,000,000.00 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months **and** is receiving PERS, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Douglas County

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information**. Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Douglas County (referred to as "Subrecipient").

Program Name	ADSD OCL Grants Management	**Subrecipient Name**	Douglas County
Federal Grant Number	N/A	**Subaward Number**	04-000-10-LX-26
Federal Amount	N/A	**Contact Name**	Jenifer Davidson, County Manager
State Amount	$52,643.70	**Address**	PO Box 3000 Minden, NV 89423
Non-Federal (Match) Amount	$7,897.00		
Total Award	$52,643.70		
Performance Period	07/01/2025 - 06/30/2026		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	**$52,643.70**
Required Match Percentage	**15%**
Total Required Match	**$7,897.00**

Approved Budget Category		Budgeted Match
1	Personnel	$7,897.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Other	$0.00
6	Indirect Costs	$0.00
	Total	**$7,897.00**

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	10/21/2025	**Fund-Department #**	260 680
Project Number	26G09	**Fund-Department Name**	Senior Services
Grant Title	ADSD Transportation Grant - FY26		
Grant Purpose	Provide Transporation services to Aging and Disabled persons in Douglas County		
Awarding Entity	State of Nevada Aging and Disabled Services Division		
Total Grant Funds	$ 52,643.70		
Grant Start Date	7/1/2025	**End Date**	6.30.26
Grant Type	☐ Federal- Enter CFDA ☑ State ☐ Other	(description of Other)	
Federal CFDA#		**Agreement Number**	04-000-10-LX-26
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
Reporting Due By	15th	**(EX: 10th, 15th, 30th after the end of the Quarter)**	
County Match Required?	☐ No ☑ Yes - enter $amount or %	**Match Amt**	$ 7,897.00 **or Match %** 15%
Match Type	☑ In-Kind **or** ☐ Cash		

Complete only GREY areas

	Fund	Dept		
Fund-Department #	260	680	**Project Number**	**26G09**
Fund-Department Name	Senior Services			

Financial Information

			Source of Funds		
			State - Independent Living Grant		
Revenue					
260-000 331.500	Grant Revenue - Federal	$ -	$ -	$ -	
260-000 331.510	Grant Revenue - State	$ 52,643.70	$ -	$ -	
260-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 52,643.70	$ -	$ -	
	Match - Non Grant Reimbursement	$ 7,897.00	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ 45,144.17	$ -	$ -
260-680 532.003	Gas & Oil	$ -	$ -	$ -
260-680 520.088	Utilities	$ 2,400.00	$ -	$ -
260-680 521.100	Professional Services	$ -	$ -	$ -
260-680 520.116	Vehicle Maint - Co	$ -	$ -	$ -
260-680 520.107	Maintenance - Equipement	$ 1,200.00	$ -	$ -
260-680 562.100	Grants-Capital Outlay	$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
	Subtotal Expenses	$ 48,744.17	$ -	$ -
260-680 562.100	Grant Match - Capital Outlay	$ -	$ -	$ -
260-680 511.150	Grant Match - Salary	$ 7,897.00	$ -	$ -
260-680 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ 7,897.00	$ -	$ -
Various	In Direct Costs - Salaries	$ 3,899.53	$ -	$ -
260-680 533.800	In Direct Costs - Office supplies	$ -	$ -	$ -
260-680 000.000		$ -	$ -	$ -
260-680 000.000		$ -	$ -	$ -
260-680 000.000		$ -	$ -	$ -
	Total Indirect Costs	$ 3,899.53	$ -	$ -

	Total Expenditure	$ 52,643.70	$ -	$ -	$ 52,643.70
	Total Match	$ 7,897.00	$ -	$ -	$ 7,897.00

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY25-26	$ 52,643.70
FY26-27	$ -
FY27-28	$ -
Total	$ 52,643.70

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the Amended Interlocal Contract between the Nevada Health Authority, Nevada Medicaid, Department of Human Services, Social Services and Douglas County Social Services effective July 1, 2025. This amendment changes the name of Public Entity #1 from Department of Health and Human Services, Division of Health Care Financing and Policy to Nevada Health Authority, Nevada Medicaid and Public Entity #2 from Department of Health and Humans Services, Division of Welfare and Supportive Services to Department of Human Services, Division of Social Services. The contract amount and terms remain the same as the previously approved contract (July 5, 2025). (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve the Amended Interlocal Contract between the State of Nevada Health Authority, Nevada Medicaid; Department of Human Services, Division of Social Services; and Douglas County Social Services, as presented and authorize the County manager to sign any required documents.

FINANCIAL IMPACT:
No additional financial impact. The previously approved contract amount remains the same.

BACKGROUND:
This is the second amendment to the original revenue interlocal agreement which provides the non-federal share for medical care of indigent persons within the Medicaid County Match Program. This amendment (1) changes the name of Public Entity #1 from Department of Health and Human Services, Division of Health Care Financing and Policy to Nevada Health Authority, Nevada Medicaid and Public Entity #2 from Department of Health and Human Services, Division of Welfare and Supportive Services to Department of Human Services, Division of Social Services, per the 83rd Legislative Session (SB494) effective July 1, 2025. The entity name changes shall be effective throughout the entire contract and its attachments.

ATTACHMENTS:

28557 A-2 Douglas County Match Contract to county.pdf
28557 A-1 Douglas County Match Executed .pdf

CETS #:	**28557**
Agency Reference #:	

AMENDMENT # 2

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	**Nevada Health Authority** **Nevada Medicaid**
Address:	**4070 Silver Sage Drive**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Thomas Tilton, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Email:	**nvhapcu@nvha.nv.gov**

Public Entity #2:	**Department of Human Services** **Division of Social Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Douglas County Social Services**
Address:	**PO Box 218**
City, State, Zip Code:	**Minden, NV 89423**
Contact:	**Jodi Martinez, Social Services Division Manager** **Lisa Torres, Administrative Services Manager**
Phone:	**(775) 782-9825**
Fax:	
Email:	**JMartinez@douglasnv.us / LTorres@douglasnv.us / JQualls@douglasnv.us**

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 9, 2024, and amendment 1 dated July 08, 2025, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

   A. Provide a brief explanation for contract amendment.

   This is the second amendment to the original revenue interlocal agreement which provides the non-federal share for medical care of indigent persons within the Medicaid County Match Program. This amendment (1) changes the name of Public Entity #1 from Department of Health and Human Services, Division of Health Care Financing and Policy to Nevada Health Authority, Nevada Medicaid and Public Entity #2 from Department of Health and Humans Services, Division of Welfare and Supportive Services to Department of Human Services, Division of Social Services, per the 83rd Legislative Session - SB494 effective 07/01/2025. The entity name changes shall be effective throughout the entire contract and its attachments.

CETS #:	**28557**
Agency Reference #:	

B. Current Contract Language:

Public Entity #1:	**Department of Health and Human Services** **Division of Health Care Financing and Policy**
Address:	**4070 Silver Sage Drive**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Thomas Tilton, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services** **Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Email:	**dwsscontracts@dwss.nv.gov**

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

C. Amended Contract Language:

Public Entity #1:	**Nevada Health Authority** **Nevada Medicaid**
Address:	**4070 Silver Sage Drive**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Thomas Tilton, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Email:	**nvhapcu@nvha.nv.gov**

Public Entity #2:	**Department of Human Services** **Division of Social Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Email:	**dwsscontracts@dwss.nv.gov**

CETS #:	**28557**
Agency Reference #:	

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK (revised 07/01/2025)
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract and amendment 1) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL**. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS #:	**28557**
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY SOCIAL SERVICES

		County Manager
Authorized Signature	Date	Title

DEPARTMENT OF HUMAN SERVICES (DHS)
DIVISION OF SUPPORTIVE SERVICES (DSS)

		Administrator
Robert H. Thompson	Date	Title

NEVADA HEALTH AUTHORITY
NEVADA MEDICAID

		Director
Stacie Weeks, JD, MPH	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____

Date

ATTACHMENT A
SCOPE OF WORK
(revised 07/01/2025)

COUNTY MATCH

A. PURPOSE AND OBJECTIVES:

The ***Nevada Health Authority (NVHA)*** is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and ***NVHA*** are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapters 428 and 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes DWSS and ***NVHA*** to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to ***NVHA*** for medical, administrative, and transaction costs incurred as a result of this medical assistance program.

B. DWSS AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in ***NVHA***'s Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the DHHS Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community–based waiver services.

2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence shall be referred by the disputing County to the Nevada Association of Counties (NACO), which it is specifically agreed, has authority to issue a final decision.

3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.

4. To provide DWSS's hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

5. Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

C. *NVHA* AGREES:

1. To process claims for medical services through the Medicaid fiscal agent.

2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients.

3. To resolve provider inquiries and complaints regarding reimbursement.

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established.

5. To invoice the County retrospectively on or around the 15th of the following month for the non-federal share of Medicaid costs based on actual expenditures as determined by the criteria established and set forth in ***NVHA***'s Title XIX State Plan and related policies and procedures.

6. To send monthly itemized reports retrospectively to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports shall reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits, including Medicaid Estate Recovery (MER) and Medicaid Qualified Income Trust (QIT) Recoveries, which shall be calculated and applied against the amount owed for the month.

7. To determine the amount owed by each County for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs.

    a. The federal share of medical claims payments, Medicare Part B premiums, and Medicare Part D payments are calculated by the Federal government at least annually.

    b. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs shall be re-determined each fiscal year based on negotiation with the fiscal agent and DWSS studies. ***NVHA*** shall notify the County of the administrative cost per case each fiscal year and provide the County with the methodology used to determine the administrative costs.

8. In order to meet State Fiscal Year End closing deadlines, ***NVHA*** shall submit June invoices no later than July 8th of each year.

9. ***NVHA*** shall monitor monthly invoices and projections to determine if a contract amendment is necessary to align with the requirements of NRS 428.

D. COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility.

2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian.

3. To refer disputes concerning county of residence to NACO whose decision shall be final. The disputing County originally billed is responsible for payment of claims until the dispute is resolved, at which time NACO shall issue a written determination to notify the counties involved in the dispute and to notify ***NVHA*** to make adjusting entries.

4. To accept and abide by ***NVHA***'s determination of medically necessary services.

5. Eligible recipients, pursuant to this Agreement, shall be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan.

6. No state appropriation is available to fund this program. From the time of billing, county funds shall be paid within 30 calendar days from the date of the invoice to be used as the non-federal share of costs.

7. Payments made by the County shall be derived from public funds that meet the requirements of 42 C.F.R. 433.51 and NRS Chapter 428, such as general county tax revenues or other general revenues of the County.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based waiver services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals shall be paid by the County from public funds per 42 C.F.R 433.51.

2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

3. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. In the event sufficient funds, as determined by ***NVHA***, are not available for any reason, ***NVHA*** shall not be obligated to make any payments to the County under this Agreement. ***NVHA*** shall notify the County of the insufficient funds as soon as practicable after making that decision. This provision is a condition precedent to ***NVHA***'s obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the County with a right of payment over any other entity. If payments, which are otherwise due to the County under this Agreement, are deferred because of the unavailability of sufficient funds, such payments shall be made to the County if sufficient funds later become available.

4. For all counties with a population below 100,000, the total billable amount for both populations shall not exceed the eight cent cap as established by NRS 428.285(4).

5. The parties shall cooperate to present an amendment to the Board of County Commissioners for consideration as needed to conform the contract amount if it exceeds or is anticipated to exceed projected values. The County shall not attempt to exceed the "not to exceed" value of the contract if an amendment has not been approved by the Board of County Commissioners to do the same.

EXHIBIT A

CETS #:	28557
Agency Reference #:	

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	**Department of Health and Human Services** **Division of Health Care Financing and Policy**
Address:	**4070 Silver Sage Drive**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Thomas Tilton, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Fax:	
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services** **Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Fax:	
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Douglas County Social Services**
Address:	**PO Box 218**
City, State, Zip Code:	**Minden, NV 89423**
Contact:	**Jodi Martinez, Social Services Division Manager** **Lisa Torres, Administrative Services Manager**
Phone:	**(775) 782-9825**
Fax:	
Email:	**JMartinez@douglasnv.us / LTorres@douglasnv.us / JQualls@douglasnv.us**

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 9, 2024, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

   A. Provide a brief explanation for contract amendment.

   This is the first amendment to the original revenue interlocal agreement which provides the non-federal share for medical care of indigent persons within the Medicaid County Match Program. This amendment increases the maximum amount from $1,097,861.24 to $1,755,310.67 due to increased medical care costs.

CETS #:	**28557**
Agency Reference #:	

B. Current Contract Language:

7. **CONSIDERATION**. The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$1,097,861.24

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

C. Amended Contract Language:

7. **CONSIDERATION**. The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$1,755,310.67

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL**. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS #:	28557
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY SOCIAL SERVICES

		County Manager	
Authorized Signature	Date	Title	

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

Robert H. Thompson	06/03/2025	Administrator	
Robert H. Thompson	Date	Title	

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Stacie Weeks	6/3/25	Administrator	
Stacie Weeks, JD, MPH	Date	Title	

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: JUL - 8 2025
Date

Approved as to form by:

Lauren Driscoll
Lauren Driscoll (Jun 3, 2025 14:21 PDT)

Deputy Attorney General for Attorney General

On: 06/03/2025
Date

CETS #:	28557
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY SOCIAL SERVICES

Authorized Signature	6/6/25 Date	County Manager	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

Robert H. Thompson	Date	Administrator	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Stacie Weeks, JD, MPH	Date	Administrator	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

CETS #:	28557
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	**Department of Health and Human Services** **Division of Health Care Financing and Policy**
Address:	**1100 E. William St., Suite 101**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Lisa Tuttle, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Fax:	
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services** **Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Fax:	
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Douglas County Social Services**
Address:	**PO Box 218**
City, State, Zip Code:	**Minden, NV 89423**
Contact:	**Jodi Martinez, Social Services Division Manager** ***Lisa Torres, Administrative Services Manager***
Phone:	**(775) 782-9825**
Fax:	
Email:	**JMartinez@douglasnv.us / LTorres@douglasnv.us / JQualls@douglasnv.us**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

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

CETS #:	28557
Agency Reference #:	

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1st and ending June 30th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 4, Termination.***

Effective From:	July 1, 2023	To:	June 30, 2027

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in ***Section 3, Contract Term***, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$1,097,861.24

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

CETS #:	28557
Agency Reference #:	

9. **INSPECTION & AUDIT**

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

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. 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 and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **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 strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

CETS #:	28557
Agency Reference #:	

17. **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.

18. **OWNERSHIP OF PROPRIETARY INFORMATION**. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. **FEDERAL FUNDING**. In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

    D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents***.

23. **GOVERNING LAW – JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

24. **ENTIRE AGREEMENT AND MODIFICATION**. This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	**28557**
Agency Reference #:	

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

DOUGLAS COUNTY SOCIAL SERVICES

Authorized Signature	02/15/2024 Date	County Manager Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

Robert H. Thompson	02/16/2024 Date	Administrator Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Malinda Southard Malinda Southard (Feb 20, 2024 08:35 PST)	02/20/2024	Administrator
Stacie Weeks, JD, MPH	Date	Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: APR - 9 2024
Date

Approved as to form by:

Karen Griffin
Karen Griffin (Feb 16, 2024 11:59 PST)

On: 02/16/2024
Deputy Attorney General for Attorney General — Date

ATTACHMENT A
SCOPE OF WORK

COUNTY MATCH

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services (DHHS) is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapters 428 and 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes DWSS and DHCFP to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative, and transaction costs incurred as a result of this medical assistance program.

B. DWSS AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the DHHS Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community–based waiver services.

2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence shall be referred by the disputing County to the Nevada Association of Counties (NACO), which it is specifically agreed, has authority to issue a final decision.

3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.

4. To provide DWSS's hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

5. Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

C. DHCFP AGREES:

1. To process claims for medical services through the Medicaid fiscal agent.

2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients.

3. To resolve provider inquiries and complaints regarding reimbursement.

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established.

5. To invoice the County retrospectively on or around the 15th of the following month for the non-federal share of Medicaid costs based on actual expenditures as determined by the criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures.

6. To send monthly itemized reports retrospectively to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports shall reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits, including Medicaid Estate Recovery (MER) and Medicaid Qualified Income Trust (QIT) Recoveries, which shall be calculated and applied against the amount owed for the month.

7. To determine the amount owed by each County for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs.

    a. The federal share of medical claims payments, Medicare Part B premiums, and Medicare Part D payments are calculated by the Federal government at least annually.

    b. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs shall be re-determined each fiscal year based on negotiation with the fiscal agent and DWSS studies. DHCFP shall notify the County of the administrative cost per case each fiscal year and provide the County with the methodology used to determine the administrative costs.

8. In order to meet State Fiscal Year End closing deadlines, DHCFP shall submit June invoices no later than July 8th of each year.

9. To determine and provide biennial projections to be included as an attachment to the contract. DHCFP shall monitor monthly invoices and projections to determine if a contract amendment is necessary to align with the requirements of NRS 428.

D. COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility.

2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian.

3. To refer disputes concerning county of residence to NACO whose decision shall be final. The disputing County originally billed is responsible for payment of claims until the dispute is resolved, at which time NACO shall issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries.

4. To accept and abide by DHCFP's determination of medically necessary services.

5. Eligible recipients, pursuant to this Agreement, shall be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan.

6. No state appropriation is available to fund this program. From the time of billing, county funds shall be paid within 30 calendar days from the date of the invoice to be used as the non-federal share of costs.

7. Payments made by the County shall be derived from public funds that meet the requirements of 42 C.F.R. 433.51 and NRS Chapter 428, such as general county tax revenues or other general revenues of the County.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based waiver services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals shall be paid by the County from public funds per 42 C.F.R 433.51.

2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

3. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. In the event sufficient funds, as determined by DHCFP, are not available for any reason, DHCFP shall not be obligated to make any payments to the County under this Agreement. DHCFP shall notify the County of the insufficient funds as soon as practicable after making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the County with a right of payment over any other entity. If payments, which are otherwise due to the County under this Agreement, are deferred because of the unavailability of sufficient funds, such payments shall be made to the County if sufficient funds later become available.

4. For all counties with a population below 100,000, the total billable amount for both populations shall not exceed the eight cent cap as established by NRS 428.285(4).

5. The parties shall cooperate to present an amendment to the Board of County Commissioners for consideration as needed to conform the contract amount if it exceeds or is anticipated to exceed projected values. The County shall not attempt to exceed the "not to exceed" value of the contract if an amendment has not been approved by the Board of County Commissioners to do the same.

ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Division"

and

Douglas County Social Services
Herein after referred to as the "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.

2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.

3. **Contractor** shall the name of the organization described above.

4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose the confidential information accessed, viewed or from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or

2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or

3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.

2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting of Improper Use or Disclosure.** Contractor to notify the Division in writing immediately upon discovery of any use or disclosure of confidential information not provided for by Agreement.

4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

5. Nothing herein abrogates or lessens any obligations related to confidential information as Required by Law.

CETS #:	28557
Agency Reference #:	

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	**Department of Health and Human Services** **Division of Health Care Financing and Policy**
Address:	**4070 Silver Sage Drive**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Thomas Tilton, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Fax:	
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services** **Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Fax:	
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Douglas County Social Services**
Address:	**PO Box 218**
City, State, Zip Code:	**Minden, NV 89423**
Contact:	**Jodi Martinez, Social Services Division Manager** **Lisa Torres, Administrative Services Manager**
Phone:	**(775) 782-9825**
Fax:	
Email:	**JMartinez@douglasnv.us / LTorres@douglasnv.us / JQualls@douglasnv.us**

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 9, 2024, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

   A. Provide a brief explanation for contract amendment.

   This is the first amendment to the original revenue interlocal agreement which provides the non-federal share for medical care of indigent persons within the Medicaid County Match Program. This amendment increases the maximum amount from $1,097,861.24 to $1,755,310.67 due to increased medical care costs.

CETS #:	28557
Agency Reference #:	

B. **Current Contract Language:**

7. **CONSIDERATION**. The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$1,097,861.24

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

C. **Amended Contract Language:**

7. **CONSIDERATION**. The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$1,755,310.67

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL**. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS #:	28557
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY SOCIAL SERVICES

		County Manager
Authorized Signature	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

Robert H. Thompson	06/03/2025	Administrator
Robert H. Thompson	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Stacie Weeks	6/3/25	Administrator
Stacie Weeks, JD, MPH	Date	Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: JUL - 8 2025
Date

Approved as to form by:

Lauren Driscoll
Lauren Driscoll (Jun 3, 2025 14:21 PDT)

Deputy Attorney General for Attorney General

On: 06/03/2025
Date

CETS #:	28557
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY SOCIAL SERVICES

Authorized Signature	6/6/25 Date	County Manager	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

		Administrator	
Robert H. Thompson	Date		Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

		Administrator	
Stacie Weeks, JD, MPH	Date		Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

EXHIBIT A

CETS #:	28557
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	**Department of Health and Human Services** **Division of Health Care Financing and Policy**
Address:	**1100 E. William St., Suite 101**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Lisa Tuttle, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Fax:	
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services** **Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Fax:	
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Douglas County Social Services**
Address:	**PO Box 218**
City, State, Zip Code:	**Minden, NV 89423**
Contact:	**Jodi Martinez, Social Services Division Manager** ***Lisa Torres, Administrative Services Manager***
Phone:	**(775) 782-9825**
Fax:	
Email:	**JMartinez@douglasnv.us / LTorres@douglasnv.us / JQualls@douglasnv.us**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

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

CETS #:	28557
Agency Reference #:	

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1st and ending June 30th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 4, Termination.***

Effective From:	July 1, 2023	To:	June 30, 2027

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in ***Section 3, Contract Term***, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$1,097,861.24

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

CETS #:	28557
Agency Reference #:	

9. **INSPECTION & AUDIT**

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

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. 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 and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **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 strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

CETS #:	28557
Agency Reference #:	

17. **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.

18. **OWNERSHIP OF PROPRIETARY INFORMATION**. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. **FEDERAL FUNDING**. In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

    D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents***.

23. **GOVERNING LAW – JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

24. **ENTIRE AGREEMENT AND MODIFICATION**. This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	**28557**
Agency Reference #:	

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

DOUGLAS COUNTY SOCIAL SERVICES

Authorized Signature	02/15/2024 Date	County Manager Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

Robert H. Thompson	02/16/2024 Date	Administrator Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Malinda Southard (Feb 20, 2024 08:35 PST) Stacie Weeks, JD, MPH	02/20/2024 Date	Administrator Title

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: APR - 9 2024
Date

Approved as to form by:

Karen Griffin (Feb 16, 2024 11:59 PST)
Deputy Attorney General for Attorney General

On: 02/16/2024
Date

ATTACHMENT A
SCOPE OF WORK

COUNTY MATCH

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services (DHHS) is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapters 428 and 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes DWSS and DHCFP to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative, and transaction costs incurred as a result of this medical assistance program.

B. DWSS AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the DHHS Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community–based waiver services.

2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence shall be referred by the disputing County to the Nevada Association of Counties (NACO), which it is specifically agreed, has authority to issue a final decision.

3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.

4. To provide DWSS's hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

5. Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

C. DHCFP AGREES:

1. To process claims for medical services through the Medicaid fiscal agent.

2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients.

3. To resolve provider inquiries and complaints regarding reimbursement.

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established.

5. To invoice the County retrospectively on or around the 15th of the following month for the non-federal share of Medicaid costs based on actual expenditures as determined by the criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures.

6. To send monthly itemized reports retrospectively to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports shall reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits, including Medicaid Estate Recovery (MER) and Medicaid Qualified Income Trust (QIT) Recoveries, which shall be calculated and applied against the amount owed for the month.

7. To determine the amount owed by each County for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs.

    a. The federal share of medical claims payments, Medicare Part B premiums, and Medicare Part D payments are calculated by the Federal government at least annually.

    b. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs shall be re-determined each fiscal year based on negotiation with the fiscal agent and DWSS studies. DHCFP shall notify the County of the administrative cost per case each fiscal year and provide the County with the methodology used to determine the administrative costs.

8. In order to meet State Fiscal Year End closing deadlines, DHCFP shall submit June invoices no later than July 8th of each year.

9. To determine and provide biennial projections to be included as an attachment to the contract. DHCFP shall monitor monthly invoices and projections to determine if a contract amendment is necessary to align with the requirements of NRS 428.

D. COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility.

2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian.

3. To refer disputes concerning county of residence to NACO whose decision shall be final. The disputing County originally billed is responsible for payment of claims until the dispute is resolved, at which time NACO shall issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries.

4. To accept and abide by DHCFP's determination of medically necessary services.

5. Eligible recipients, pursuant to this Agreement, shall be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan.

6. No state appropriation is available to fund this program. From the time of billing, county funds shall be paid within 30 calendar days from the date of the invoice to be used as the non-federal share of costs.

7. Payments made by the County shall be derived from public funds that meet the requirements of 42 C.F.R. 433.51 and NRS Chapter 428, such as general county tax revenues or other general revenues of the County.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based waiver services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals shall be paid by the County from public funds per 42 C.F.R 433.51.

2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

3. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. In the event sufficient funds, as determined by DHCFP, are not available for any reason, DHCFP shall not be obligated to make any payments to the County under this Agreement. DHCFP shall notify the County of the insufficient funds as soon as practicable after making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the County with a right of payment over any other entity. If payments, which are otherwise due to the County under this Agreement, are deferred because of the unavailability of sufficient funds, such payments shall be made to the County if sufficient funds later become available.

4. For all counties with a population below 100,000, the total billable amount for both populations shall not exceed the eight cent cap as established by NRS 428.285(4).

5. The parties shall cooperate to present an amendment to the Board of County Commissioners for consideration as needed to conform the contract amount if it exceeds or is anticipated to exceed projected values. The County shall not attempt to exceed the "not to exceed" value of the contract if an amendment has not been approved by the Board of County Commissioners to do the same.

ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Division"

and

Douglas County Social Services
Herein after referred to as the "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.

2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.

3. **Contractor** shall the name of the organization described above.

4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose the confidential information accessed, viewed or from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or

2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or

3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.

2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting of Improper Use or Disclosure.** Contractor to notify the Division in writing immediately upon discovery of any use or disclosure of confidential information not provided for by Agreement.

4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

5. Nothing herein abrogates or lessens any obligations related to confidential information as Required by Law.

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the revised Parks and Recreation 2026 Program and Facilities Manual. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve the revised Parks and Recreation 2026 Program and Facilities Manual as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
The Programs and Facilities Manual is an important policy document utilized by the Parks & Recreation Department. It is used to establish reservation procedures and the fees and charges consistent with Title 13 of the Douglas County Code for the use of Parks and Recreation facilities and programs. The updated manual reflects minimal language clean up, minimal increase of the credit card processing fee, the addition of an active military rate of $0, and added a 10% veterans discount.

This manual is reviewed every year by the Parks and Recreation Advisory Board and the Douglas County Senior Services and Public Transit Advisory Board. The Douglas County Parks and Recreation Advisory Board has recommended its approval.

ATTACHMENTS:
RED LINE DRAFT - 2026 Programs and Facilities Manual - 8.28.25.pdf
DRAFT - 2026 Programs and Facilities Manual - with corrections.pdf

Douglas County Parks & Recreation Department

Program & Facilities Manual

2026 ~~2025~~

Approved by the Douglas County BOCC

DOUGLAS COUNTY PARKS AND RECREATION DEPARTMENT

ARTICLE 1

REGULATIONS GOVERNING USE OF PARKS AND RECREATION FACILITIES, INCLUDING PARKS, RECREATION BUILDINGS, SPECIAL EVENT AREAS.

Section 101 - PURPOSE

The Parks and Recreation Department administers various facilities for use by a variety of groups, for a range of purposes. Article 1 serves to define fees and deposits, as well as procedures for use.

A number of conditions were used in establishing this Article:

(1) Youth activities need to be supported and subsidized to insure an open and inviting facility for healthy community recreation. To accommodate this commitment to youth, fees for youth activities are either very low or assessed to cover costs.

(2) Adult activities are subject to fees, as they have a greater capability to support monetarily the County program in providing the recreation service.

(3) Provision of a full range of class descriptions for fees to allow youth-oriented community organizations to maximize their fundraising efforts in support of youth.

(4) All requests are subject to Parks and Recreation Department priority ranking to insure the delivery of the recreation service.

(5) To ensure continued security of park facilities, deposits and insurance requirements will be required according to the schedule provided.

(6) Additional fees will be charged beyond the basic rate when the impact on budget in accommodating the recreation use is beyond normal operations, such as overtime costs.

(7) New and/or significant commercial uses or other uses creating major impacts on park facilities will be reviewed on a case by case basis by the Parks and Recreation Advisory Board, as a recommendation to the Director.

Section 102 - APPLICATION FOR USE AND SCHEDULING

(1) All reservations for use will require payment of the reservation fee and a full and complete deposit (Section 213) to provide incentive for appropriate use of the facility, as well as providing funds for damage and cleaning.

(2) Comprehensive General Liability insurance naming Douglas County as additionally insured on the Certificate of Liability from the customer, will be required for any event when: 1) the event is open to the public, 2) a fee is charged for the event, 3) the very nature of the event and/or the number of applicants require its application, and/or 4) as determined by the Director of Community Services or his/her authorized designee. The minimum limits for the insurance shall be as follows:
$1,000,000 for each occurrence
$1,000,000 annual aggregate

Insurance coverage must include premises and operations, and products and completed operations as a minimum. Further, if alcohol is to be sold, the insurance policy shall include Liquor Liability naming Douglas County as additional insured, with the same aforementioned requirements and minimum limits.

(3) To maximize use of facilities, the Department will require deposits to be assessed at the time of application submittal. The Refund Policy (Section 205) applies to all reservations, regardless of fees or class type.

(4) Depending on the event, the Department may require that security services be provided as a condition of application approval (Section 210).

(5) All applications for use will be made not less than two (2) weeks or not more than twelve (12) months prior to the proposed use of the facility. The Department may approve applications with less than two (2) weeks notice; however, all fees will be required to be paid at time of application submittal. It shall be the sole discretion of the Department to approve applications with less than two (2) weeks notice.

(6) No group or individual may reserve a park area or facility more than four (4) individual times per month, two (2) of which may be weekends (Friday, Saturday, Sunday). Requests for use beyond this frequency are subject to the Extended Usage Policy (Section 103).

Section 103 - EXTENDED USAGE

Extended facility usage involving multiple dates within a one (1) month period may be granted for a maximum of twelve (12) months. Because of the number of requests for limited facilities, requests for extended facility usage of ballfields, soccer fields, and Fairgrounds facilities may be subject to a meeting of all affected users before any uses are approved. Other requests for extended facility usage are subject to administrative review and approval, and Section 106 regarding the priority ranking schedule. Reservations are subject to cancellation with fourteen (14) days written notice as provided for in Section 106. When cancellation is necessary, the Department will attempt to relocate the activity. Requests for special events of national or regional significance, beyond twelve (12) months, may be made directly to the Parks and Recreation Advisory Board.

Section 104 - HOURS OF OPERATION

Buildings, park areas, athletic facilities and special event areas are available for individual and group use during normally scheduled hours of operation. Additional Charges over Basic Rate (Section 204) will apply for use beyond normally scheduled hours of operation. Indoor private functions will have an exit time of no later than 11:00 pm. Exceptions are subject to administrative approval.

Section 105 - RENTAL PERIODS

Minimum facility rental periods are established in Section 213 on a basic hourly rate. Other options available are full calendar day(s) or annual lease periods subject to the Extended Use Policy (Section 103). The time indicated on the application will reflect the actual facility use time which includes setup, tear down, and cleanup. Assessment for additional time beyond the indicated time blocks will be charged based on the hourly basic rate, or as otherwise provided. When the Department closes the facility due to weather or public safety, a full refund will be applied.

Section 106 - PRIORITY OF USE

The use of Douglas County facilities is based on a priority ranking.

Groups ranked at a low priority may be subject to rescheduling for Parks and Recreation Department activities with fourteen (14) days written notice. In that event, the County will attempt to relocate the group to another County facility, or issue them a full refund.

Group facility rankings shall be as follows:

(1) Douglas County Community Services Department sponsored activities.
(2) Student groups sponsored by the Douglas County School District.
(3) Youth, family, adult, or senior community recreation activities open to the public, sponsored or conducted by recognized community organizations.
(4) Douglas County governmental agency meetings open to the public.
(5) Douglas County groups or individuals conducting activities which are restricted to its members, or are closed to the public.
(6) Groups conducting religious, sectarian, or political meetings.
(7) Commercial use for financial gain.
(8) Out of County groups or organizations.

Section 107 - DAMAGE TO COUNTY PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, grounds, fixtures, furniture, or park facility shall be required to reimburse the County for all costs involved to clean, repair, restore or replace the affected area to its original condition prior to the reservation use.

If the damage is extensive, the application and damage report will be reviewed by the Parks and Recreation Department to determine if the applicant will be allowed usage again at a Douglas County Park facility.

Section 108 - USES REQUIRING PERMITS

Designated areas within the Parks and Recreation System may be reserved by individuals and groups. Reservable areas include athletic facilities, group use areas, picnic areas, and buildings. All applications must be signed by an adult who shall agree to be responsible for the use of the reserved area, and regulations as contained in this Article and Title 13 of the County Code. Some applications may be required to comply with the conditions of the Outdoor Festival License Title 5 (Douglas County Code § 5.12) or the State Live Entertainment Tax. No use permit shall be granted if, at the time of the application, there is a conflict with a prior reservation or a Department sponsored event taking place at the same time and place.

Any group consisting of more than twenty-five (25) persons must acquire a permit to use any Park area or facility, as provided in Title 13 of the County Code. Any commercial or personal use for financial gain must also acquire a permit to use any Park area or facility. Groups of fewer than twenty-five (25) may use any designated reservable or non-reservable area of any park area on a first-come, first-served basis; however, these groups must vacate any reservable area at the time a permit group arrives with a valid permit for use of the park area or facility.

Temporary Storage of equipment/supplies/material may be allowed for the activity/use/event/season, depending on space available at the reserved facility, as part of the approved permit. No hazardous materials, explosives, illegal substances or equipment/supplies/material not related to the activity/use/event will be allowed to be stored for any reason or length of time. Any equipment/supplies/material stored must be removed at the conclusion of the permitted activity/use/event/season. The Department will not be responsible for any stored equipment/supplies/material that is lost, stolen or damaged.

Section 109 – SMOKING & VAPING

Smoking and vaping are ~~is~~ prohibited in all County buildings except where specifically authorized.

Section 110 - SALE OF ALCOHOL IN PARK AREAS, FACILITIES, AND BUILDINGS

The sale of alcohol is prohibited in all County buildings and facilities unless an applicant making the request has obtained: 1) a Sheriff's liquor license permit, 2) a Park & Recreation Department Alcohol Sale Permit and may require an outdoor festival permit. Sale of Alcohol will require insurance coverage in conformance with Sections 102.2. and 102.3.

Section 111 - EXCLUSION OF PUBLIC

In the event of an emergency or by determination that in the public interest it requires that any park, facility, or portion thereof, may be closed to the public, the Parks and Recreation Department may exclude persons from the park area, as provided in Title 13 of the County Code.

ARTICLE 2

PARKS AND FACILITIES FEES AND DEPOSITS

Section 201 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the County in providing the recreation service.

Section 202 - FEES

Fees and deposits shall be established by the Parks and Recreation Director, as provided in Title 13.04.110 of the County Code, reading in part:
"Fees and Charges required shall be as established by the director."

The Parks and Recreation Advisory Board may review and recommend fees as set by the Parks and Recreation Department. The Board of County Commissioners has authority to revise or amend fees set by the Department.

Section 203 - CLASSIFICATION OF FACILITY USES AND CHARGES

CLASS I: 0% of Basic Rate
a) Non-profit County Youth and Senior groups when the activity is open to the public for activities and meetings for recreational purposes.

b) Non-recreation groups or community organizations providing adult or youth recreation activities which are free and open to the public

c) All governmental meetings and fundraising activities sponsored by government agencies, where such a reciprocal agreement exists.

Interpretation: Includes all County youth and senior groups or agencies serving youth or seniors, who are non-profit, tax exempt or not-for-profit, and whose primary purpose is to provide recreation for Douglas County youth or seniors. The majority of participants must be Douglas County residents. Any fees charged of a participant in the activity must be used entirely for the support of the activity. Also includes governmental meetings and fundraising activities related to their operations. Does not include individual youth and senior team meetings, or team and organization parties.

CLASS II: 50% of Basic Rate

a) Recreational fundraising activities for local, community youth-serving or senior-serving groups and non-recreational groups when all funds raised support County recreation/community activities.

b) Events and other functions which are supported by the local Visitors Authority.

c) Family use for the purposes of bereavement, not open to the general public.

Interpretation: Pertains primarily to fundraising activities by County community organizations and youth or senior serving agencies in support of recreation/community activities. Normally associated with fundraising activities whose purpose is to generate funds to support youth, senior or community activities.

CLASS III: 100% of Basic Rate

a) Groups (i.e., religious, political, or union) conducting meetings.

b) Private parties, individual use, family use, not open to the general public.

c) Open and closed dances and fundraising events when the funds raised are not used to support a community or local recreation activity.

Interpretation: Usually associated with private functions not open to the public, including private parties, individual use, and family use. Includes community organizations, where the event will not generate funds for the organization, or will not be open to the public.

CLASS IV: Full Basic Rate plus a negotiated percentage of gross receipts, or a flat rate based on a fee set and approved by the Parks and Recreation Advisory Board.

a) Commercial or personal use for financial gain.
b) Events of uses that impact County facilities that are not detailed or fit into the current Department schedule.

Interpretation: Any new and/or significant activity whose purpose is commercial use and/or is an impact to a facility. Requests shall need to go before the Parks and Recreation Advisory Board for final approval.

Section 204 - ADDITIONAL CHARGES OVER BASIC RATE

Additional charges will be levied over basic rate under the following conditions:

a) When a facility is not normally open and staff is required to be on duty or to perform a service.

b) When staff is needed for setup, breakdown, cleanup, field preparation or other maintenance duties when required during other than normal operating hours.

c) When staff are required for facility control, including: security, operation of lights, traffic control, etc.

d) When extraordinary use requires field renovation or facility repair as a result of the activity.

e) When facility damage is incurred, including all material costs, supplies and labor.

The determination of requirements for additional personnel and associated charges shall be made by the Director.

Section 205 - REFUND POLICY

The following refund policy will be in effect regarding all park and recreation facilities available for reservation:

(1) A group may cancel their reservation thirty (30) calendar days prior to the reservation, with a full refund, less a $10.00 administrative fee.
(2) A cancellation fee based upon 50% of all fees or 100% of deposit, whichever is less, will be assessed if cancellation is made between 29 days and 10 days prior to the date of reservation.
(3) In the event the permittee fails to appear for the scheduled use or cancels with less than 10 days notice, no refunds of fees will be given.
(4) For Topaz Lake Park Camping Only: Cancellation requests received 8 or more calendar days in advance of a reservation will receive a full refund or the ability to reschedule to different camping dates within one year of original reservation. Cancellations can only be requested by phone to or in person at the Parks Division Office during normal business hours. There will be no refund for cancellation requests received 7 days or less in advance of a reservation.
(5) The Parks & Recreation Department does not process cash refunds.

Section 206 - REFUNDABLE DEPOSITS

A deposit to ensure appropriate use of facilities, cleaning and repair shall be established by the Parks and Recreation Department. When alcohol is to be consumed during facility use, the deposit amount will be doubled.

Full or partial deposits shall be returned to the permittee, pending an inspection of the reserved facility. The returned deposit amount is subject to any and all claims for cleaning and/or repair due to damage and if staff are required to stay beyond the allotted time and any cancellation administrative fee.

Section 206 - REFUNDABLE DEPOSITS, continued

For some uses, it may be determined to be more cost effective to not collect, process and refund a deposit. Therefore, a Deposit may be waived at the discretion of the Director or his or her designee for those instances of use with minimal or no risk of damage. Such meetings may include business meetings / membership meetings with no meal, alcohol, music and attendance of less than 50 people.

Section 207 - PAYMENT OF DEPOSITS AND FEES

A credit card processing fee of 3.0% ~~2.5%~~ may be applied at the time of application submission.

A total complete deposit, as indicated by the fees and deposit schedule, shall be paid in full 10 days after application approval and the permit is granted.

All the usage fees shall be paid by the applicant not later than ten (10) working days prior to the reserved date. However, camping charges must be paid at time of reservation or use. If the fees are not paid prior to the ten (10) working day limitation, the permit issued shall be null and void, and appropriate cancellation fees may be assessed. Fees for special equipment and/or personnel unknown at the time of the application will be billed after the reservation is completed, when computation can be accomplished.

Section 208 - SETUP

Setup, breakdown, and basic cleanup will be the responsibility of the group utilizing the facility. When County staff are required for specialized setup, finalized instructions must be submitted seventy-two (72) hours prior to the event and may result in additional fees. Changes after the final setup shall be the responsibility of the user to perform.

Section 209 - DECORATIONS

When decorations are to be used, prior approval must be obtained by the user from the Parks and Recreation Department. Decorations which require nails, eyebolts, or staples are not permitted. Decorations must be taken down after the event or cleanup time required by Department staff will be assessed against the deposit.

Section 210 - SECURITY

To ensure proper use and control of facilities and equipment, security **and/or a security plan approved by the Sheriff's Department** may be required under the following circumstances:

(1) If an event makes a major impact on a facility.
(2) When alcohol is being served or sold.
(3) When additional precautions are deemed necessary due to the nature of the event.

Section 210 – SECURITY, continued

When security is required, private security personnel may be arranged by the department. The applicant is responsible for all fees for security services. If county personnel are utilized for security purposes, fees will be based on the hourly salary of a Park Ranger at time and a half plus benefits. Sheriff's Department approval may be required prior to application approval.

Section 211 - LIABILITY INSURANCE

A Certificate/Certificates of Insurance, naming Douglas County as an Additional Insured, must be submitted 10 days prior to the date of reservation, when required by the Department.

Section 212 - DONATIONS IN LIEU OF FEES

For all facilities the Department will consider Donations in Lieu of Fees to Douglas County and the Douglas County Community Services Foundation. Donations will be reviewed on a case by case basis, with specific proposals accepted or rejected at the sole discretion of the Department. Acceptable donations will remain in effect for a period of up to one (1) calendar year from the date of the donation, or when the donation is 100% expended against the usage fee, whichever comes first, when the donation is to be applied in lieu of a fee.

Donations in Lieu of Fees may be applied towards an Application Fee and/or Usage Fees, but cannot be applied towards Deposits, Alcohol Permits and Staff Time.

Donations must be made in advance of application for use.

ALL PARK FACILITIES		
LOCATION	**FEE / CHARGE BY EVENT AND FACILITY**	**DEPOSIT**
Tournament Fees		
Field Use {1} Mon - Fri Sat / Sun / Holiday	$25/day/field $50/day/field	
Chalk	$8/bag	
Lights (when available) {2}	$50/field/night	
Tournament Deposit		$200
Total Minimum Tournament Fee* *Kahle & Zephyr Cove Parks Only	$350/day/field	$300
Field Use Fees		
Individual Use {3} – Fields	$10/hour/field	
Private Leagues	$5/hour /field	$100
Infield Preparation* *Based on Staff Availability	$75/ preparation	
Lights (when available) {3}	$35/hour/field	
Event	$400/day	$200

{1} County will provide mat drag, rakes, hoses, template, chalker and bases. Facility user may bring in own equipment for field preparation. However, no cars or trucks are allowed. Outside small equipment such as a quad or golf cart are permitted with a licensed driver minimum age of 18. Failure to comply with regulations will lead to loss of deposit.
{2} Not included in minimum tournament fee & entire facility rentals.
{3} Includes a team game or practice.

Banners / Advertising		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Adult Softball Fields Outfield Fences Only {4}	$300/Field/Season	

{4} Banner Design to be approved by Department. Department is not responsible for loss of or vandalism to banner. Banner owner is responsible for banner storage and banner maintenance/replacement needed due to damage, theft or loss.

Tennis Court Rentals		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Individual Use	$2/hour/court	
Tournaments / Club Events	$30/court/day	$50
Commercial Use Permit / Lessons {5}	$50/Month or $300/Year	

{5} Allows permit holder use of courts during non-peak times on a first-come, first-served basis. Permit holders must follow posted tennis court use guidelines.
Tennis instructors must be certified by a recognized association (i.e. USTA) with appropriate insurance coverage.

Other Facilities / Uses		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Picnic Tables	Limit 4 tables $10/Use	
Commercial Balloon Launch Commercial Equipment Rental Parking/Staging i.e. Mountain Bikes, Quads, Snowmobiles, Horses, etc.	$100/Launch/Day or $500/Month	$100 $500
Alcohol Permit for Sale {7}	$100/Event	
Application Fee (Non-refundable)	$5	
Event Maintenance Fee For additional maintenance beyond normally scheduled work hours of staff assigned to facility	$30 / Employee / Hour	
Key Deposit {6}		$50
Transportation Request Processing {6}	$20/Bus or Van	
Parking Fee	$10 per vehicle by event for Class IV use	
Lincoln Park Lake Tahoe Buoy Field Permit Application	$100	
Lincoln Park Lake Tahoe Buoy Field Permit	$5,000/3 Year Permit	
Emergency Use of County Park Facilities	$2,000/Day/Facility	

{6} Unless a reciprocal agreement exists to justify no charge, these fees are not waivable, and are separate from any other fee or class imposed.
{7} Additional permits may be required by the Sheriff's Office.

FAIRGROUNDS		
LOCATION **# Participants**	**BASE FEE**	**DEPOSIT**
Main Arena & Concession Fee includes 1 free arena prep and water down before event daily. For weekend use, fee includes 2 free arena preps.		
Primary Users ($300 annual fee pays for access to both Main & North Arenas)	$300 annual fee and $25 per use day (weekday) or $50 per use day (weekend/holiday)	$100
All Other Uses	$300 per day	$300
Lights No lights available for North arena Fee is not waivable for Primary Users	$35 per hour	
North Arena Fee includes 1 free arena prep and water down before event daily. For weekend use, fee includes 2 free arena preps.		
Primary Users	$15 per use	
All Other Uses	$100 per day	$200
Horse Stalls Fee is not waivable	$15/head/day	
Pole Barn	$50 per day	$100
Pavilion	$400 per day	$200
Youth / Senior Team & Organization Parties Fee is not waivable	$70 per day	$200
~~**Event maintenance**~~ ~~For additional maintenance beyond normally scheduled work hours of staff assigned to the facility.~~	~~$15/hour~~	*Moved to All Facilities on page 12
Utility Surcharge – Pavilion use only Fee is not waivable	$75/day of use	
Camping	$25 per day per unit	
Miscellaneous		
Tractor	$50 per hour metered	

FAIRGROUNDS CONTINUED		
LOCATION	**BASE FEE**	**DEPOSIT**
Water truck	$50 per hour metered	
The Department reserves the right to charge for parking. Fees will be negotiated in the contract.		
Entire Facility Excluding stalls, event maintenance and miscellaneous services. Facility deposit may be doubled per Section 206 regarding the consumption of alcohol.	$1,000 per day	$1,000

HERBIG PARK		
Event Area*	$200/day	$500

*Does not include Skate Facility.

JOHNSON LANE				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion	$25/hour	$50		$100
Entire Facility	$1,000/day			$1,000

KAHLE PARK				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion	$40/hour	$80		$100
Entire Facility	$1,000/day			$1,000

LAMPE PARK				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion				
	$50/hour	$100		$100
Group Picnic Area #1 (Pavilion, sand volleyball, and horseshoes)				
	$70/hour	$140		$200
Group Picnic Area #2 (Sand volleyball, (3) picnic tables, BBQ's)				
	$40/hour	$80		$100
Entire Facility	$1,000/day			$1,000

MODEL AIRPLANE COMPLEX		
LOCATION	**BASE FEE**	**DEPOSIT**
Entire Complex	$2 per car $25 per hour $200 per day	$100

RANCHOS ASPEN				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Horseshoe or Playground Pavilion	$25/hour	$50		$100
Entire Facility	$1,000/day			$1,000

SKATE FACILITY				
	BASE FEE	**FEE 2 HOUR MIN**	**DAY**	**DEPOSIT**
	$100/hour	$200	$800	$500

SHOOTING RANGE		
Entrance Fee	$5 per car	
Annual Pass	$50 per car	
Pistol Range Fee	$50 per hour	
Rifle Range Fee	$50 per hour	
Entire Shooting Range Facility	$500 per day	

STODICK PARK				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion	$25/hour	$50		$100
Entire Facility	$1,000/day			$1,000

TOPAZ LAKE PARK		
DESCRIPTION	**FEE/CHARGE BY UNIT OR VEHICLE/NIGHT**	**HOLIDAY RATES**
CAMPING CHARGES		
RV hook-ups (reservable)**	$40	$65
Dry Camping (reservable)**	$30	$40
2nd Dependent Vehicle*	$10	
Primitive Camping	$20	
Boat launch (one-time charge per stay for campers)	$10	
Reservation fee per site** (Non-refundable)	$5	
Collection fee***	$20	
SEASON PASS**		
Annual pass - Disabled Veteran	$0	
Senior pass (60 years & over) D.C. resident	$25	
Annual pass - D.C. resident	$70	
Annual pass - non-D.C. resident	$100	
DAY USE CHARGES		
Day use (ends at 8:00 pm)	$5	
Large Groups & Functions	$5/vehicle + $3/person	
Boat launch	$10	
STORAGE CHARGES**		
Per Unit	$35 monthly, $145 6-month, or $261 annually	

All payments collected at the campground will be self-pay, credit or debit card transactions and will include only the following services: Primitive Camping, Boat Launch, Day Use and/or other donations.

From the Friday before Memorial Day to Labor Day all weekends for all reservations must include both Friday & Saturday night stays.
Labor Day, Memorial Day and Fourth of July, when it is observed as a 3-day weekend, are defined as Holidays and will have special Holiday Rates. The Holiday Rate for Memorial Day and Labor Day will be Friday through Monday. The Holiday Rate for the Fourth of July will be either Friday through Sunday or Friday through Monday depending on when the State observed holiday falls. The Holiday Rate is applicable to reservable sites only.

*2nd Dependent Vehicle must be associated with a paid, reserved site. Only one 2nd Dependent Vehicle per reservable site. 2nd Dependent Vehicle rate is not eligible for those staying in Primitive Camping area. 2nd vehicle is defined as a state registered vehicle, driven in and associated with a primary registered vehicle at the reserved campsite. Vehicles in tow are not considered a 2nd vehicle. All vehicles & equipment must fit within the reserved camping area.

**May only be paid by phone to or in person at the Parks Division Office during normal business hours.

***Charged when camper fails to pay facility use charges.

Season Passes - Must have two (2) valid forms of identification as a Douglas County resident. Disabled Veteran must present a Veterans Medical Card with picture, indicating a service related disability. Includes unlimited boat launch and day use of facilities. Restricted to non-holiday weekends. Following holiday weekends are excluded for season pass holders: Memorial Day, Fourth of July, and Labor Day.

Camp Host – In the event a Camp Host Program is implemented, the Camp Host shall camp for free.

A reservation must be paid in full at the time the reservation is made and the reservation fee is non-refundable.

TOPAZ RANCH ESTATES				
LOCATION	**BASE FEE**	**FEE 2 HR MIN**		**DEPOSIT**
Recreation Building	$30/hour	$60		$100
Annual Permit {8}	$100/year (1 use/month) $200/year (2 or more uses/month)			

{8} Annual Permit - Limited to community, non-profit organizations; excluding religious, union, and political organizations.

WARRIOR WAY - PARK AND SCHOOL DISTRICT PARKING FEES		
Douglas County Resident Fee	$0	
Non-Resident Library Card Holders Fee	$0	
Non-Resident Tennis Club Member Fee	$0	
School or County Scheduled Use	$0	
Park or School Use Reservation	$0	
Special event - School District or County	$0	
Non-Resident Weekday Fee	$20 per day	
Non-Resident Weekend Fee	$40 per day	
Holiday/High Demand Fee	$100 per day	

Parking fees will be collected 7 days a week when Douglas County School District is on summer break/not in session and on weekends when school is in session August through September.

The Director has the authority to adjust rates and rules based on usage and need. These actions will be temporary until recommendations can be obtained by the Parks and Recreation Advisory Board and approved by the Board of County Commissioners.

No parking will be allowed in fire lanes or posted areas.

No beach parking will be allowed in front of the Zephyr Cove Tennis Courts and the Douglas County Library.

No fires and no barbecues of any kind will be allowed for beachgoers.

Beach parkers will not be allowed to go near or enter school athletic facilities or buildings.

ZEPHYR COVE PARK				
LOCATION	**BASE FEE**	**FEE 2 HR MIN**		**DEPOSIT**
Group Picnic Area (GPA) (BBQ's, sand volleyball, and horseshoes)				
	$50/hour	$100		$100
Pavilion A or B				
	$40/hour	$80		$100
Pavilion A and B				
	$70/hour	$140		$100
Combination Pavilions/GPA				
	$400/day			$200
Entire Facility (excludes tennis courts)				
	$1,000/day			$1,000

KAHLE COMMUNITY CENTER {9}				
LOCATION	**BASE FEE**	**FEE 2 HR MIN**	**FEE 8>HRS**	**DEPOSIT**
Freel Room				
136 sq ft	$15/hour	$30	$120	$200
Angora Room				
463 sq ft	$20/hour	$40	$160	$200
Rubicon Room				
835 sq ft	$25/hour	$50	$200	$200
Angora and Rubicon				
	$35/hour	$70	$280	$200
Pyramid Room - Roots & Wings Preschool, not available for rental				
835 sq ft	N/A	N/A	N/A	N/A
Tallac Room				
1,060 sq ft	$40/hour	$80	$320	$200
GYMNASIUM				
½ Court	$100/hour	$200	$500	$100
Entire Gym	$200/hour	$400	$750	$300
Tournament Fee	$400/day			$200
Entire Phase II				
	$300/hour	$600	$1,000	$1,000
Entire Facility				
	$400/hour	$800	$1,500	$1,000

{9} Subject to staff and setup charges.

DOUGLAS COUNTY COMMUNITY & SENIOR CENTER {9}				
LOCATION		**BASE FEE**	**FEE 8>HRS**	**DEPOSIT**
Carson Valley Heath Room ~~C.V. Medical Center~~				
565 sq ft	$20/hour	$20	$160	$200
North Activity Room				
1,210 sq ft	$25/hour	$25	$200	$200
South Activity Room				
1,164 sq ft	$25/hour	$25	$200	$200
Music Room ~~Preschool Overflow~~		Not available for rental		
384 sq ft	N/A	N/A	N/A	N/A
Ranch View Room				
1,788 sq ft	$40/hour	$40	$320	$500
Kitchen				
360 sq ft	$20/hour	$20	$160	$200
Dirty Craft Room				
272 sq ft	$15/hour	$15	$120	$200
Dirtier Craft Room				
710 sq ft	$20/hour	$20	$160	$200
Sr Center Conference Rm				
244 sq ft	$15/hour	$15	$120	$200
Grand View Dining Room 5287 sq ft				
Weeknight M - Th	$800/day			$1,000
Friday Afternoon & Sunday	$1,000/day			$1,000
Holidays & Saturday	$1,500/day			$1,000
Racquetball / Wallyball Court				
Reservation Fee		$6		

{9} Subject to staff and setup charges.

Pickleball Court Rentals		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Individual Use (During Non-Peak Hours)	$2/hour/court	
Tournaments/Club Events/ Lessons*		

LOCATION	BASE FEE	FEE 2 HR MIN	FEE 8>HRS	DEPOSIT
GYMNASIUM				
½ Court	$100/hour	$200	$500	$100
Single Court Gym	$200/hour	$400	$750	$200
Double Court Gym	$300/hour	$600	$1,000	$500
Tournament Fee	$800/day			$500
Entire Gymnasium				
	$600/hour	$1,200	$3,000	$2,000
Entire Gym & Activity Room				
	$700/hour	$1,400	$4,000	$2,000

{9} Subject to staff and setup charges.

*Tournament/Club Events/Lessons will be coordinated with Douglas County using an Independent Contractor contract. These contracts shall be approved by the Director. Instructors must be certified by a recognized association and provide appropriate insurance coverage.

DCCSC & KCC PASS RATES					
CATEGORY	**AGE**	**DAILY WALK IN**	**30 DAY PASS**	**90 DAY PASS**	**ANNUAL PASS**
Event Spectator	All Ages	Established By Event			
Child*	5th grade & under	$0	$0	$0	$0
Youth**	6th – 7th grade	$3	$19	$35	$69
Teen	8th – 12th grade	$6	$24	$41	$89
College Student (w/ valid student ID)	18 – 24 yrs	$6	$41	$86	$219
Adult	18 yrs & over	$8	$54	$114	$249
Senior***	60 yrs & over	$6	$41	$86	$219

Veterans Discount		10% discount off age appropriate fee above	10% discount off age appropriate fee above	10% discount off age appropriate fee above	10% discount off age appropriate fee above
Disabled Veteran / Active Duty Military ****		$0	$0	$0	$0

*When with and directly supervised by a paid adult.
**No access to weight equipment and jogging track.
***Young at Heart and Tahoe Douglas Senior Members are eligible for a $10 discount off Annual Pass rate.
****Must present ~~Veterans Medical Card with picture,~~ documentation indicating service-related disability and/or Active Duty Military ID.

DCCSC SUPPLEMENTAL ROCK WALL MEMBERSHIP			
CATEGORY	**AGE**	**DAILY WALK IN**	**ANNUAL PASS**
Event Spectator	All Ages	Established By Event	
Child*	5th grade & under	$0	$0
Youth	6th – 7th grade	$5	$49
Teen	8th – 12th grade	$5	$49
College Student (w/ valid student ID)	18 – 24 yrs	$5	$49
Adult	18 yrs & over	$7	$99
Senior	60 yrs & over	$5	$49
Veterans Discount		10% discount off age appropriate fee above	10% discount off age appropriate fee above
Disabled Veteran / Active Duty Military		$0	$0

*When with and directly supervised by a paid adult.

A supplemental membership for rock wall participants may be purchased by all active members of the DCCSC. With the purchase of this ancillary plan members will receive a discounted rate for pre-paying for multiple and frequent visits to the rock wall facility. This fee will be prorated to the month of purchase if not purchased at the same time as annual pass.

The rates do not include equipment rental. A $3 equipment rental fee will be charged to each participant, in addition to the supplemental rate, when DCCSC equipment is used.

These rates are subject to change based upon demand and changing market conditions.

Hours of operation may change per season and as needed for scheduled facility closures for maintenance.

All children 5th grade & under are free of charge, however this does not include program registrations for Kids Club, drop-in classes, dance & exercise programs, contracted classes, sport leagues and other programmed activities in the facility.

Paid Daily Walk-In guests and Pass holders are entitled to use of the gymnasium, weight room, jogging track and gym restrooms. Some age limitations may apply for access to weight equipment and jogging track. Use of the gym, weight room and jogging track is only available during normal hours of operation and when the designated areas are not being utilized for scheduled Department programs or reserved activities and events.

Daily Walk-In fees and Pass fees do not include program registrations for drop-in classes, dance & exercise programs, contracted classes, sport leagues and other programmed activities in the facility.

An Annual Pass may be paid in full or by an Installment Plan. With the Installment Plan, the first quarter installment is paid at the facility when the pass is purchased, with the remaining balance automatically billed to a valid credit card thru a payment schedule for the next consecutive 3 months. A $1.50 charge will be added to each installment for annual pass holders utilizing the Installment Plan in addition to the 3.0% ~~2.5%~~ credit card processing fee.

Pass Cancellation and Refund Procedure

Daily Walk-In fees, 30 Day Pass fees and 90 Day Pass fees are not eligible for a refund.

Annual Pass fees paid in full at time of registration are eligible for a refund under circumstances involving severe medical conditions, customer satisfaction concerns or relocation out of the area. The Department will review the date of request and the date of purchase in evaluating the refund request. The customer may or may not be eligible for a refund depending upon the time of request in relation to the number of months passed within the effective dates of the year purchased. The Department will calculate what the customer would have paid at the 30-Day Pass rate for each 30-day period used and refund the difference between that amount and the amount paid for the Annual Pass.
Additionally, the $5.00 refund processing fee will be applied. The Department will not refund or modify beginning or ending pass effective dates due to participant's lack of use or inability to use due to personal injury or other reason. The Department may pause a membership for up to 60 days due to personal injury.

Annual Pass fees paid through the Installment Plan are eligible for a refund under circumstances involving severe medical conditions, customer satisfaction concerns or relocation out of the area. The Department will review the date of request and the date of purchase in evaluating the refund request. The Department will calculate what the customer would have paid at the 30-Day Pass rate for each 30-day period used and will charge through a revised payment schedule the difference between that amount and the amount paid to date. Additionally, the customer will be charged $10.00 for processing fees associated with removing the customer from the Installment Plan. The Department will not refund or modify beginning or ending pass effective dates due to participant's lack of use or inability to use due to personal

injury or other reason. The Department may pause a membership for up to 60 days due to personal.

The Parks & Recreation Department does not process cash refunds.

Payment Schedule / Installment Plan Declined Transaction Procedures

Annual Pass fees paid through a Payment Schedule that come back with a notice of credit card declined will be handled using the following procedures:

- Customer will be contacted with information on file and asked for a new, current credit card account number.
- A revised Payment Schedule will be created to capture the balance due.
- An additional processing fee of $25 will be added to the revised Payment Schedule and will be billed within 10 business days of notification.
- If unable to contact customer, pass status will be frozen and a letter or email will be sent to the customer stating fees due.
- Fees due are payable by a predetermined due date.
- If unable to resolve, customer account will be flagged in computer system noting amount due and that they are not eligible for future purchases until balance due is paid in full.
- Account Closed customer accounts will be flagged as noted above and if unable to collect, the Department will write off the debt as uncollectable revenue within the appropriate fiscal year.

Miscellaneous Charges

Replacement Identification Card: $10.00

All pass holders are required to carry the Douglas County Parks & Recreation Department Pass Holder Photo Membership Card as the facility operates on a bar code system. There is no charge for the first card provided to pass holders. However, the $10.00 fee may be applied when replacing lost cards during the term of a pass.

Facility Use Guidelines

Rules of use / Code of Conduct will be developed in accordance with Title 13 of the Douglas County Code and will be posted at the facility.

There will be a general rule of the facility that states, “Proper behavior and attire is required. Respect must be shown for facility and staff at all times. Failure to follow posted rules or any abuse or vandalism of facility property will result in suspension of facility privileges.”

Personal Trainers

Personal Trainers who desire to conduct personal training services for third party clients at the Douglas County Community and Senior Center or at Kahle Community Center are eligible to do so only during normal business hours, and must:

- Sign Personal Trainer Release, Indemnification & Hold Harmless Agreement.
- Provide a Certificate of Insurance & Additional Insured Endorsement.
- Provide a copy of Personal Trainer Certification from National Accredited Agency.

- Provide a copy of AED, CPR & First Aid Certification.
- Pay $100 a month.

Use of County Vehicles

Douglas County Nonprofit and or Community Organizations can request the use of a vehicle for the purposes of conducting community events. A Douglas County Community Services Vehicle Use Application must be completed and submitted no later than two weeks prior to the request. A fee per mile is established by the U. S. General Services Administration. Current mileage rates can be found at gsa.gov. Rates will be applied for mileage and a cost of $20 per hour will be applied for the driver. Only Douglas County Employees are authorized to drive County vehicles. Douglas County does not guarantee that a County vehicle will be available during the time frame that is requested.

ARTICLE 3

FEES FOR RECREATION PROGRAMS OFFERED AND SUPPORTED BY DOUGLAS COUNTY PARKS AND RECREATION DEPARTMENT

Section 301 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the County in providing the recreation service.

Section 302 - PROGRAMS: ADULT ACTIVITIES, TRIPS, LEAGUES, AND TOURNAMENT FEES

Any adult program or activity sponsored or administered by the Department shall be charged a fee sufficient to cover the cost, including, but not limited to: Instructor, facility, utilities, awards, administration, leadership, equipment, supplies, insurance, and transportation.

Section 303 - PROGRAMS: YOUTH ACTIVITIES, TRIPS, LEAGUES, AND TOURNAMENT FEES

Youth programs sponsored by the Department shall be offered at a reduced or subsidized fee to help defray the cost of operation and to promote maximum participation by youths in the Douglas County area. Fees shall be based on the cost to operate the program and set so as to encourage youth participation. The Department may determine that a youth program may be offered at no cost to participants.

Section 304 - RESTRICTION ON PROGRAM SIZES

The Department may set minimum and maximum numbers on any given recreation program for planning and financial purposes. The Department may cancel any program due to a lack of participation or bad weather conditions. In these cases, full refunds will be issued to those attempting to participate in the activity (Section 309). Any registrations received by mail after a program has been filled, will be given a full refund, or an opportunity to sign-up for another activity.

Section 305 - PROGRAM REGISTRATION

(a) No registration will be taken without payment. *
* Exception is allowed for team fees in Adult Sport Leagues under circumstances where a letter of intent to sponsor and pay has been received at time of registration from a recognized business. The registration would be permissible without payment as long as the letter of intent is received by the program deadline, and actual payment is received before league play.

(b) Forms of payment are accepted in the following manner: Cash, credit card, credit transfer (Section 308), or checks made payable to Douglas County Parks and Recreation.

(c) Registration will be on a first-come, first-serve basis.

(d) A processing fee of 3.0% ~~2.5%~~ may be applied for each credit card transaction processed by the Parks and Recreation Department, with the exception of concession sales.

(e) Registration may occur in the following manner:

(1) **Walk-in** at the Douglas County Community & Senior Center, 1329 Waterloo Lane, Gardnerville and the Kahle Community Center, 236 Kingsbury Grade, Stateline, during posted hours of operation.

(2) **Mail-ins** will be processed by returning the registration form, payment by check or credit card only, and a self-addressed stamped return envelope. In cases where programs are offered and an early registration incentive is available, registrations must be postmarked by the registration deadline to receive the early registration fee (Section 306).

~~(3) **Drop-off** registration can be taken the Douglas County Community & Senior Center, 1329 Waterloo Lane, Gardnerville or at the Kahle Community Center at 236 Kingsbury Grade, Stateline. All drop off registrations must include check or credit card information, and a completed registration form.~~ Removed due to lack of secure drop box at both Centers

(4) **Online Registration** may be made via links on the Douglas County website. All online registrations must include credit card information and program forms as may be required.

(5) **Phone Registrations** may be made by phone with payment made by credit card (Visa or MasterCard).

Section 305 - PROGRAM REGISTRATION, continued

(6) **Faxed or Emailed** registrations once received and processed, can have payment be made over the phone.

(7) **Program registration for contract instructors.** Some program registrations and payments may be taken at the class location by the individual instructor. In these cases, the registration, refund, financial assistance, and discount policies are not available through the Department.

(8) Additional forms may be needed as required by the program.

Section 306 - EARLY/REGULAR REGISTRATION AND ADDITIONAL CHARGES

The Department may provide, on certain adult and youth recreation programs, an early registration incentive. Early registration applies when a registration is received prior to a program deadline. In the absence of early registration incentives, regular registration fees will be charged. Regular registration fees may be applied when a registration is received prior to or after a program deadline.

Additional fees may be charged in the event Staff time has been incurred as a result of late pickup of participants.

Section 307 - FINANCIAL ASSISTANCE, DISCOUNTS, AND SCHOLARSHIPS

The Department offers a program of financial assistance for youth activities administered by the Department to any individual who has first applied, been screened, and received a recommendation by the Social Services Department or a Social Services serving Agency for a reduction in or waiver of fee or charges.

The Department may also offer family discounts on certain programs that will enable a family with more than one youth to receive a discount for signing up two (2) or more youth from one family.

The Department may offer a paid scholarship financed by third party organizations for students 6th grade up to and including the 12th grade. These recipients will be held to the highest standards of behavior and ethics. The scholarship may be revoked when deemed appropriate by Douglas County staff members.

Section 308 - CREDIT OR TRANSFERS

a) Individuals may elect to transfer to another class(es) or activity(ies) that are available. A transfer must be requested prior to the initial activity. For Day Camp programs, a $5.00 per child / per date transfer fee will be charged for all transfer requests made prior to 12:00 pm the Monday prior to the week of Camp. If notice is given after this time, no transfer will be given unless a doctor's note is provided. In the event of a Monday Holiday, requests to transfer must be made the following business day.

Section 308 - CREDIT OR TRANSFERS, continued

b) If transferring to a class of greater value, payment of the additional amount is required at the time of the transfer. See above a).

c) Individuals may elect to cancel a class or activity and place a credit on their customer account. A Request for a credit must be made prior to the initial activity. For Day Camp programs, a $5.00 per child / per date processing fee will be charged for all credit requests made prior to 12:00 pm the Monday prior to the week of Camp. If notice is given after this time, no credit will be given unless a doctor's note is provided. In the event of a Monday Holiday, requests to cancel a class must be made the following business day.

d) The Department will conduct an annual audit of customer accounts.
Any credits of more than $5.00 will be refunded 100%. If a refund check is returned due to incorrect address or absent information, the customer account will be considered inactive, and the account will be assessed a $10 / month inactivity fee until the balance is depleted. Any credits of $5.00 or less will be charged an administrative fee equal to the amount of credit.

Section 309 - PROGRAM REFUNDS

a) A full refund, with the exception of any processing fee charged at time of registration, will be given for cancellation prior to the activity. For Day Camp programs, a $5.00 per child / per date cancellation fee will be charged for all refund requests made prior to 12:00 pm Monday prior to the week of Camp. If notice is given after this time, no refund will be given unless a doctor's note is provided. In the event of a Monday Holiday, refunds must be requested the following business day.

b) A $5.00 processing fee will be charged if the individual requests a refund check prior to the activity.

c) A 100% refund or credit will be given if the Department cancels the activity. Any processing fee charged at time of registration will not be refunded.

d) All cancellations and refunds must be made at Douglas County Community & Senior Center or the Kahle Community Center.

e) Refunds are processed within two (2) weeks.

f) The Parks & Recreation Department does not process cash refunds.

Section 310 - NON-SUFFICIENT FUND CHECKS & DECLINED AUTOMATIC DEBITS

Program Registration fees paid with a check that come back with a notice of 'non-sufficient funds' or declined automatic debits will be handled using the following procedures:
- NSF transactions will be processed once by the Treasurer's Office and declined automatic debits will be processed by Community Services Staff.

continued

- If NSF or declined automatic debit program transaction is flagged as owed and a phone call is made to the customer stating fees due, payable in cash on or before a predetermined date. Fees due will include a $25.00 NSF processing fee.
- If deadline is missed, program transaction is voided and a certified letter is sent to customer stating fees due, payable in cash within 10 days of letter sent.
- If deadline is missed again and if the original transaction amount totals $100 or more, the item will be turned over to the Douglas County District Attorney, Bad Check Unit.
- If unable to resolve, customer will be flagged in computer system noting amount due and that they are only eligible for cash purchases in the future.
- NSF and declined automatic debit payment customer accounts will be flagged as noted above and if unable to collect, the Department will write off the debt as uncollectable revenue within the appropriate fiscal year.

Section 311- SATISFACTION GUARANTEED

The Douglas County Parks & Recreation Department is constantly striving to provide you with the highest quality recreation activities, events, and programs. We are confident that you will enjoy these programs and we will back up our commitment to provide high quality services.

Your suggestions, comments, or ideas for improvement are appreciated. They will help us do the best job possible.

If you are not completely satisfied, tell us and we will arrange for you to:

1. Repeat the class at NO charge, or

2. Receive full credit that can be applied to any other program, or

3. Receive all your money back.

Satisfaction guarantee requests may be made in person or by calling us. Requests should be made within five (5) working days after the first-class meeting. Refund checks will be mailed within two (2) weeks.

The following are not eligible for refunds:
Sport Leagues
Facility Rentals
DCCSC or Kahle Daily Walk-in Fees, DCCSC or Kahle 30 Day Pass Fees or DCCSC or Kahle 90 Day Pass Fees

Section 312 - PROGRAM PROMOTION

The Department may provide coupons, discounts, passes, gift certificates and other promotional items for the purpose of marketing and generating revenue through increased interest or attendance within Department programs and facilities and in support of fundraisers for local non-profit organizations.

Section 312 - PROGRAM PROMOTION, continued

The Department may accept sponsorship and/or commercial nonpartisan advertisement from local businesses, public service clubs/organizations, and/or individuals specifically for the purpose of sponsoring and/or advertising at Department programs and events. The Department will not accept sponsorship from political, issue advocacy, and/or religious affiliated businesses, organizations, entities, or individuals. The Department will not accept from any business, organization, entity, and/or individual, ads of a political, issue advocacy, and/or religious nature.

ARTICLE 4

SALE OF FOOD, BEVERAGES & SUNDRIES

Section 401 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the County in providing the recreation service.

Section 402 - FEES

The Department may charge fees for items sold at concession stands operated by Douglas County, with fees tied to the cost-plus markup. Fees may be adjusted during special events during an increase in demand to offset operating costs.

ARTICLE 5

DOCUMENT REPRODUCTION

Section 501 - PURPOSE

Fees and charges may be levied to cover Parks and Recreation Department reproduction expenses incurred by the Department.

Section 502 - DUPLICATION SERVICES

Applications, the Programs and Facilities Manual, Title 13, facility rules and regulations, as part of the process of reserving park and recreation facilities, will be made available to the public at no charge. Agendas for all Park and Recreation Advisory Board meetings will be free, other than those requested by mail, where a self-addressed, stamped envelope must be included for those individuals requesting agendas other than those required by law to receive them, i.e. newspapers, radio stations, etc.

Section 502 - DUPLICATION SERVICES, continued

However, duplication of written materials in support of the Program, revenue analysis, internal procedures and manuals will all be charged at a rate equal to the actual cost of making the copies.

Section 503 - EXEMPTION OF DOCUMENT REPRODUCTION FEES

Any state, county, or local form of government, or individual group or consultant who is working or providing services to Douglas County or the Department, will be exempt from paying document reproduction fees as determined by the Director.

ARTICLE 6

FINGERPRINTING

Section 601 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the Parks & Recreation Department in providing Fingerprinting Services.

Section 602 - FINGERPRINTING SERVICES

Fingerprinting Services will be provided for the purposes of establishing a background check of individuals. Services offered will include hard copy fingerprint cards. Those seeking fingerprint services may include individuals working or volunteering in Parks & Recreation Department programs, gaming industry employees and others.

Fingerprinting Services will be charged at a rate of $20.00 per card or transmittal.

Section 603 - EXEMPTION OF FINGERPRINTING SERVICES FEE

Douglas County will cover the cost of fingerprinting for any individual who is working or providing volunteer services to Parks & Recreation Department sponsored programs.

ARTICLE 7

DONATIONS

Section 701 - PURPOSE

Donations of goods, equipment or cash may be received by the Parks & Recreation Department.

Section 702 – RECEIPT AND TRACKING OF DONATIONS

The Parks & Recreation Department can administratively accept private donations of goods, equipment or cash, for its intended use to support programs and/or facilities, up to $5,000 in total value without formal approval through the Board of County Commissioners. All donations will be documented and recognized. Cash donations will be receipted and held in a restricted fund account until used for its intended purpose.

ARTICLE 8

LINCOLN PARK LAKE TAHOE BUOY FIELD

Section 801 - PURPOSE

To establish procedures for applicants to have the opportunity to use buoys permitted by the Nevada Division of State Lands to Douglas County and managed through the Parks & Recreation Department.

Section 802 – APPLICATION PROCEDURE FOR USE PERMIT AT LINCOLN PARK LAKE TAHOE BUOY FIELD

The Parks & Recreation Department manages 14 buoys on Lake Tahoe at Lincoln Park. The Permit Application is administered under the authority of Chapter 13 of the Douglas County Code. Application and Permit Fees are established in Section 213 of this Manual. The Application and Terms and Conditions for a Buoy Permit are established in the attached Exhibit A – Douglas County Parks & Recreation Lincoln Park Facility Application and Permit Packet.

Priority will be given to residents when a waitlist is utilized.

Douglas County Parks & Recreation Department

Program & Facilities Manual 2026

Approved by the Douglas County BOCC
Date TBA

DOUGLAS COUNTY PARKS AND RECREATION DEPARTMENT

ARTICLE 1

REGULATIONS GOVERNING USE OF PARKS AND RECREATION FACILITIES, INCLUDING PARKS, RECREATION BUILDINGS, SPECIAL EVENT AREAS.

Section 101 - PURPOSE

The Parks and Recreation Department administers various facilities for use by a variety of groups, for a range of purposes. Article 1 serves to define fees and deposits, as well as procedures for use.

A number of conditions were used in establishing this Article:

(1) Youth activities need to be supported and subsidized to insure an open and inviting facility for healthy community recreation. To accommodate this commitment to youth, fees for youth activities are either very low or assessed to cover costs.

(2) Adult activities are subject to fees, as they have a greater capability to support monetarily the County program in providing the recreation service.

(3) Provision of a full range of class descriptions for fees to allow youth-oriented community organizations to maximize their fundraising efforts in support of youth.

(4) All requests are subject to Parks and Recreation Department priority ranking to insure the delivery of the recreation service.

(5) To ensure continued security of park facilities, deposits and insurance requirements will be required according to the schedule provided.

(6) Additional fees will be charged beyond the basic rate when the impact on budget in accommodating the recreation use is beyond normal operations, such as overtime costs.

(7) New and/or significant commercial uses or other uses creating major impacts on park facilities will be reviewed on a case by case basis by the Parks and Recreation Advisory Board, as a recommendation to the Director.

Section 102 - APPLICATION FOR USE AND SCHEDULING

(1) All reservations for use will require payment of the reservation fee and a full and complete deposit (Section 213) to provide incentive for appropriate use of the facility, as well as providing funds for damage and cleaning.

(2) Comprehensive General Liability insurance naming Douglas County as additionally insured on the Certificate of Liability from the customer, will be required for any event when: 1) the event is open to the public, 2) a fee is charged for the event, 3) the very nature of the event and/or the number of applicants require its application, and/or 4) as determined by the Director of Community Services or his/her authorized designee. The minimum limits for the insurance shall be as follows:
$1,000,000 for each occurrence
$1,000,000 annual aggregate

Insurance coverage must include premises and operations, and products and completed operations as a minimum. Further, if alcohol is to be sold, the insurance policy shall include Liquor Liability naming Douglas County as additional insured, with the same aforementioned requirements and minimum limits.

(3) To maximize use of facilities, the Department will require deposits to be assessed at the time of application submittal. The Refund Policy (Section 205) applies to all reservations, regardless of fees or class type.

(4) Depending on the event, the Department may require that security services be provided as a condition of application approval (Section 210).

(5) All applications for use will be made not less than two (2) weeks or not more than twelve (12) months prior to the proposed use of the facility. The Department may approve applications with less than two (2) weeks notice; however, all fees will be required to be paid at time of application submittal. It shall be the sole discretion of the Department to approve applications with less than two (2) weeks notice.

(6) No group or individual may reserve a park area or facility more than four (4) individual times per month, two (2) of which may be weekends (Friday, Saturday, Sunday). Requests for use beyond this frequency are subject to the Extended Usage Policy (Section 103).

Section 103 - EXTENDED USAGE

Extended facility usage involving multiple dates within a one (1) month period may be granted for a maximum of twelve (12) months. Because of the number of requests for limited facilities, requests for extended facility usage of ballfields, soccer fields, and Fairgrounds facilities may be subject to a meeting of all affected users before any uses are approved. Other requests for extended facility usage are subject to administrative review and approval, and Section 106 regarding the priority ranking schedule. Reservations are subject to cancellation with fourteen (14) days written notice as provided for in Section 106. When cancellation is necessary, the Department will attempt to relocate the activity. Requests for special events of national or regional significance, beyond twelve (12) months, may be made directly to the Parks and Recreation Advisory Board.

Section 104 - HOURS OF OPERATION

Buildings, park areas, athletic facilities and special event areas are available for individual and group use during normally scheduled hours of operation. Additional Charges over Basic Rate (Section 204) will apply for use beyond normally scheduled hours of operation. Indoor private functions will have an exit time of no later than 11:00 pm. Exceptions are subject to administrative approval.

Section 105 - RENTAL PERIODS

Minimum facility rental periods are established in Section 213 on a basic hourly rate. Other options available are full calendar day(s) or annual lease periods subject to the Extended Use Policy (Section 103). The time indicated on the application will reflect the actual facility use time which includes setup, tear down, and cleanup. Assessment for additional time beyond the indicated time blocks will be charged based on the hourly basic rate, or as otherwise provided. When the Department closes the facility due to weather or public safety, a full refund will be applied.

Section 106 - PRIORITY OF USE

The use of Douglas County facilities is based on a priority ranking.

Groups ranked at a low priority may be subject to rescheduling for Parks and Recreation Department activities with fourteen (14) days written notice. In that event, the County will attempt to relocate the group to another County facility, or issue them a full refund.

Group facility rankings shall be as follows:

(1) Douglas County Community Services Department sponsored activities.
(2) Student groups sponsored by the Douglas County School District.
(3) Youth, family, adult, or senior community recreation activities open to the public, sponsored or conducted by recognized community organizations.
(4) Douglas County governmental agency meetings open to the public.
(5) Douglas County groups or individuals conducting activities which are restricted to its members, or are closed to the public.
(6) Groups conducting religious, sectarian, or political meetings.
(7) Commercial use for financial gain.
(8) Out of County groups or organizations.

Section 107 - DAMAGE TO COUNTY PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, grounds, fixtures, furniture, or park facility shall be required to reimburse the County for all costs involved to clean, repair, restore or replace the affected area to its original condition prior to the reservation use.

If the damage is extensive, the application and damage report will be reviewed by the Parks and Recreation Department to determine if the applicant will be allowed usage again at a Douglas County Park facility.

Section 108 - USES REQUIRING PERMITS

Designated areas within the Parks and Recreation System may be reserved by individuals and groups. Reservable areas include athletic facilities, group use areas, picnic areas, and buildings. All applications must be signed by an adult who shall agree to be responsible for the use of the reserved area, and regulations as contained in this Article and Title 13 of the County Code. Some applications may be required to comply with the conditions of the Outdoor Festival License Title 5 (Douglas County Code § 5.12) or the State Live Entertainment Tax. No use permit shall be granted if, at the time of the application, there is a conflict with a prior reservation or a Department sponsored event taking place at the same time and place.

Any group consisting of more than twenty-five (25) persons must acquire a permit to use any Park area or facility, as provided in Title 13 of the County Code. Any commercial or personal use for financial gain must also acquire a permit to use any Park area or facility. Groups of fewer than twenty-five (25) may use any designated reservable or non-reservable area of any park area on a first-come, first-served basis; however, these groups must vacate any reservable area at the time a permit group arrives with a valid permit for use of the park area or facility.

Temporary Storage of equipment/supplies/material may be allowed for the activity/use/event/season, depending on space available at the reserved facility, as part of the approved permit. No hazardous materials, explosives, illegal substances or equipment/supplies/material not related to the activity/use/event will be allowed to be stored for any reason or length of time. Any equipment/supplies/material stored must be removed at the conclusion of the permitted activity/use/event/season. The Department will not be responsible for any stored equipment/supplies/material that is lost, stolen or damaged.

Section 109 – SMOKING & VAPING

Smoking and vaping are prohibited in all County buildings except where specifically authorized.

Section 110 - SALE OF ALCOHOL IN PARK AREAS, FACILITIES, AND BUILDINGS

The sale of alcohol is prohibited in all County buildings and facilities unless an applicant making the request has obtained: 1) a Sheriff's liquor license permit, 2) a Park & Recreation Department Alcohol Sale Permit and may require an outdoor festival permit. Sale of Alcohol will require insurance coverage in conformance with Sections 102.2. and 102.3.

Section 111 - EXCLUSION OF PUBLIC

In the event of an emergency or by determination that in the public interest it requires that any park, facility, or portion thereof, may be closed to the public, the Parks and Recreation Department may exclude persons from the park area, as provided in Title 13 of the County Code.

ARTICLE 2

PARKS AND FACILITIES FEES AND DEPOSITS

Section 201 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the County in providing the recreation service.

Section 202 - FEES

Fees and deposits shall be established by the Parks and Recreation Director, as provided in Title 13.04.110 of the County Code, reading in part:
"Fees and Charges required shall be as established by the director."

The Parks and Recreation Advisory Board may review and recommend fees as set by the Parks and Recreation Department. The Board of County Commissioners has authority to revise or amend fees set by the Department.

Section 203 - CLASSIFICATION OF FACILITY USES AND CHARGES

CLASS I: 0% of Basic Rate

a) Non-profit County Youth and Senior groups when the activity is open to the public for activities and meetings for recreational purposes.

b) Non-recreation groups or community organizations providing adult or youth recreation activities which are free and open to the public

c) All governmental meetings and fundraising activities sponsored by government agencies, where such a reciprocal agreement exists.

Interpretation: Includes all County youth and senior groups or agencies serving youth or seniors, who are non-profit, tax exempt or not-for-profit, and whose primary purpose is to provide recreation for Douglas County youth or seniors. The majority of participants must be Douglas County residents. Any fees charged of a participant in the activity must be used entirely for the support of the activity. Also includes governmental meetings and fundraising activities related to their operations. Does not include individual youth and senior team meetings, or team and organization parties.

CLASS II: 50% of Basic Rate

a) Recreational fundraising activities for local, community youth-serving or senior-serving groups and non-recreational groups when all funds raised support County recreation/community activities.

b) Events and other functions which are supported by the local Visitors Authority.

c) Family use for the purposes of bereavement, not open to the general public.

Interpretation: Pertains primarily to fundraising activities by County community organizations and youth or senior serving agencies in support of recreation/community activities. Normally associated with fundraising activities whose purpose is to generate funds to support youth, senior or community activities.

CLASS III: 100% of Basic Rate

a) Groups (i.e., religious, political, or union) conducting meetings.

b) Private parties, individual use, family use, not open to the general public.

c) Open and closed dances and fundraising events when the funds raised are not used to support a community or local recreation activity.

Interpretation: Usually associated with private functions not open to the public, including private parties, individual use, and family use. Includes community organizations, where the event will not generate funds for the organization, or will not be open to the public.

CLASS IV: Full Basic Rate plus a negotiated percentage of gross receipts, or a flat rate based on a fee set and approved by the Parks and Recreation Advisory Board.

a) Commercial or personal use for financial gain.
b) Events of uses that impact County facilities that are not detailed or fit into the current Department schedule.

Interpretation: Any new and/or significant activity whose purpose is commercial use and/or is an impact to a facility. Requests shall need to go before the Parks and Recreation Advisory Board for final approval.

Section 204 - ADDITIONAL CHARGES OVER BASIC RATE

Additional charges will be levied over basic rate under the following conditions:

a) When a facility is not normally open and staff is required to be on duty or to perform a service.

b) When staff is needed for setup, breakdown, cleanup, field preparation or other maintenance duties when required during other than normal operating hours.

c) When staff are required for facility control, including: security, operation of lights, traffic control, etc.

d) When extraordinary use requires field renovation or facility repair as a result of the activity.

e) When facility damage is incurred, including all material costs, supplies and labor.

The determination of requirements for additional personnel and associated charges shall be made by the Director.

Section 205 - REFUND POLICY

The following refund policy will be in effect regarding all park and recreation facilities available for reservation:

(1) A group may cancel their reservation thirty (30) calendar days prior to the reservation, with a full refund, less a $10.00 administrative fee.
(2) A cancellation fee based upon 50% of all fees or 100% of deposit, whichever is less, will be assessed if cancellation is made between 29 days and 10 days prior to the date of reservation.
(3) In the event the permittee fails to appear for the scheduled use or cancels with less than 10 days notice, no refunds of fees will be given.
(4) For Topaz Lake Park Camping Only: Cancellation requests received 8 or more calendar days in advance of a reservation will receive a full refund or the ability to reschedule to different camping dates within one year of original reservation. Cancellations can only be requested by phone to or in person at the Parks Division Office during normal business hours. There will be no refund for cancellation requests received 7 days or less in advance of a reservation.
(5) The Parks & Recreation Department does not process cash refunds.

Section 206 - REFUNDABLE DEPOSITS

A deposit to ensure appropriate use of facilities, cleaning and repair shall be established by the Parks and Recreation Department. When alcohol is to be consumed during facility use, the deposit amount will be doubled.

Full or partial deposits shall be returned to the permittee, pending an inspection of the reserved facility. The returned deposit amount is subject to any and all claims for cleaning and/or repair due to damage and if staff are required to stay beyond the allotted time and any cancellation administrative fee.

Section 206 - REFUNDABLE DEPOSITS, continued

For some uses, it may be determined to be more cost effective to not collect, process and refund a deposit. Therefore, a Deposit may be waived at the discretion of the Director or his or her designee for those instances of use with minimal or no risk of damage. Such meetings may include business meetings / membership meetings with no meal, alcohol, music and attendance of less than 50 people.

Section 207 - PAYMENT OF DEPOSITS AND FEES

A credit card processing fee of 3.0% may be applied at the time of application submission.

A total complete deposit, as indicated by the fees and deposit schedule, shall be paid in full 10 days after application approval and the permit is granted.

All the usage fees shall be paid by the applicant not later than ten (10) working days prior to the reserved date. However, camping charges must be paid at time of reservation or use. If the fees are not paid prior to the ten (10) working day limitation, the permit issued shall be null and void, and appropriate cancellation fees may be assessed. Fees for special equipment and/or personnel unknown at the time of the application will be billed after the reservation is completed, when computation can be accomplished.

Section 208 - SETUP

Setup, breakdown, and basic cleanup will be the responsibility of the group utilizing the facility. When County staff are required for specialized setup, finalized instructions must be submitted seventy-two (72) hours prior to the event and may result in additional fees. Changes after the final setup shall be the responsibility of the user to perform.

Section 209 - DECORATIONS

When decorations are to be used, prior approval must be obtained by the user from the Parks and Recreation Department. Decorations which require nails, eyebolts, or staples are not permitted. Decorations must be taken down after the event or cleanup time required by Department staff will be assessed against the deposit.

Section 210 - SECURITY

To ensure proper use and control of facilities and equipment, security **and/or a security plan approved by the Sheriff's Department** may be required under the following circumstances:

(1) If an event makes a major impact on a facility.
(2) When alcohol is being served or sold.
(3) When additional precautions are deemed necessary due to the nature of the event.

Section 210 – SECURITY, continued

When security is required, private security personnel may be arranged by the department. The applicant is responsible for all fees for security services. If county personnel are utilized for security purposes, fees will be based on the hourly salary of a Park Ranger at time and a half plus benefits. Sheriff's Department approval may be required prior to application approval.

Section 211 - LIABILITY INSURANCE

A Certificate/Certificates of Insurance, naming Douglas County as an Additional Insured, must be submitted 10 days prior to the date of reservation, when required by the Department.

Section 212 - DONATIONS IN LIEU OF FEES

For all facilities the Department will consider Donations in Lieu of Fees to Douglas County and the Douglas County Community Services Foundation. Donations will be reviewed on a case by case basis, with specific proposals accepted or rejected at the sole discretion of the Department. Acceptable donations will remain in effect for a period of up to one (1) calendar year from the date of the donation, or when the donation is 100% expended against the usage fee, whichever comes first, when the donation is to be applied in lieu of a fee.

Donations in Lieu of Fees may be applied towards an Application Fee and/or Usage Fees, but cannot be applied towards Deposits, Alcohol Permits and Staff Time.

Donations must be made in advance of application for use.

ALL PARK FACILITIES		
LOCATION	**FEE / CHARGE BY EVENT AND FACILITY**	**DEPOSIT**
Tournament Fees		
Field Use {1} Mon - Fri Sat / Sun / Holiday	$25/day/field $50/day/field	
Chalk	$8/bag	
Lights (when available) {2}	$50/field/night	
Tournament Deposit		$200
Total Minimum Tournament Fee* *Kahle & Zephyr Cove Parks Only	$350/day/field	$300
Field Use Fees		
Individual Use {3} – Fields	$10/hour/field	
Private Leagues	$5/hour /field	$100
Infield Preparation* *Based on Staff Availability	$75/ preparation	
Lights (when available) {3}	$35/hour/field	
Event	$400/day	$200

{1} County will provide mat drag, rakes, hoses, template, chalker and bases. Facility user may bring in own equipment for field preparation. However, no cars or trucks are allowed. Outside small equipment such as a quad or golf cart are permitted with a licensed driver minimum age of 18. Failure to comply with regulations will lead to loss of deposit.
{2} Not included in minimum tournament fee & entire facility rentals.
{3} Includes a team game or practice.

Banners / Advertising		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Adult Softball Fields Outfield Fences Only {4}	$300/Field/Season	

{4} Banner Design to be approved by Department. Department is not responsible for loss of or vandalism to banner. Banner owner is responsible for banner storage and banner maintenance/replacement needed due to damage, theft or loss.

Tennis Court Rentals		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Individual Use	$2/hour/court	
Tournaments / Club Events	$30/court/day	$50
Commercial Use Permit / Lessons {5}	$50/Month or $300/Year	

{5} Allows permit holder use of courts during non-peak times on a first-come, first-served basis. Permit holders must follow posted tennis court use guidelines.
Tennis instructors must be certified by a recognized association (i.e. USTA) with appropriate insurance coverage.

Other Facilities / Uses		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Picnic Tables	Limit 4 tables $10/Use	
Commercial Balloon Launch Commercial Equipment Rental Parking/Staging i.e. Mountain Bikes, Quads, Snowmobiles, Horses, etc.	$100/Launch/Day or $500/Month	$100 $500
Alcohol Permit for Sale {7}	$100/Event	
Application Fee (Non-refundable)	$5	
Event Maintenance Fee For additional maintenance beyond normally scheduled work hours of staff assigned to facility	$30 / Employee / Hour	
Key Deposit {6}		$50
Transportation Request Processing {6}	$20/Bus or Van	
Parking Fee	$10 per vehicle by event for Class IV use	
Lincoln Park Lake Tahoe Buoy Field Permit Application	$100	
Lincoln Park Lake Tahoe Buoy Field Permit	$5,000/3 Year Permit	
Emergency Use of County Park Facilities	$2,000/Day/Facility	

{6} Unless a reciprocal agreement exists to justify no charge, these fees are not waivable, and are separate from any other fee or class imposed.
{7} Additional permits may be required by the Sheriff's Office.

FAIRGROUNDS		
LOCATION **# Participants**	**BASE FEE**	**DEPOSIT**
Main Arena & Concession Fee includes 1 free arena prep and water down before event daily. For weekend use, fee includes 2 free arena preps.		
Primary Users ($300 annual fee pays for access to both Main & North Arenas)	$300 annual fee and $25 per use day (weekday) or $50 per use day (weekend/holiday)	$100
All Other Uses	$300 per day	$300
Lights No lights available for North arena Fee is not waivable for Primary Users	$35 per hour	
North Arena Fee includes 1 free arena prep and water down before event daily. For weekend use, fee includes 2 free arena preps.		
Primary Users	$15 per use	
All Other Uses	$100 per day	$200
Horse Stalls Fee is not waivable	$15/head/day	
Pole Barn	$50 per day	$100
Pavilion	$400 per day	$200
Youth / Senior Team & Organization Parties Fee is not waivable	$70 per day	$200
Utility Surcharge – Pavilion use only Fee is not waivable	$75/day of use	
Camping	$25 per day per unit	
Miscellaneous		
Tractor	$50 per hour metered	

FAIRGROUNDS CONTINUED		
LOCATION	**BASE FEE**	**DEPOSIT**
Water truck	$50 per hour metered	
The Department reserves the right to charge for parking. Fees will be negotiated in the contract.		
Entire Facility Excluding stalls, event maintenance and miscellaneous services. Facility deposit may be doubled per Section 206 regarding the consumption of alcohol.	$1,000 per day	$1,000

HERBIG PARK		
Event Area*	$200/day	$500

*Does not include Skate Facility.

JOHNSON LANE				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion	$25/hour	$50		$100
Entire Facility	$1,000/day			$1,000

KAHLE PARK				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion	$40/hour	$80		$100
Entire Facility	$1,000/day			$1,000

LAMPE PARK				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion				
	$50/hour	$100		$100
Group Picnic Area #1 (Pavilion, sand volleyball, and horseshoes)				
	$70/hour	$140		$200
Group Picnic Area #2 (Sand volleyball, (3) picnic tables, BBQ's)				
	$40/hour	$80		$100
Entire Facility	$1,000/day			$1,000

MODEL AIRPLANE COMPLEX		
LOCATION	**BASE FEE**	**DEPOSIT**
Entire Complex	$2 per car $25 per hour $200 per day	$100

RANCHOS ASPEN				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Horseshoe or Playground Pavilion	$25/hour	$50		$100
Entire Facility	$1,000/day			$1,000

SKATE FACILITY				
	BASE FEE	**FEE 2 HOUR MIN**	**DAY**	**DEPOSIT**
	$100/hour	$200	$800	$500

SHOOTING RANGE		
Entrance Fee	$5 per car	
Annual Pass	$50 per car	
Pistol Range Fee	$50 per hour	
Rifle Range Fee	$50 per hour	
Entire Shooting Range Facility	$500 per day	

STODICK PARK				
LOCATION	**BASE FEE**	**FEE 2 HOUR MIN**		**DEPOSIT**
Group Pavilion	$25/hour	$50		$100
Entire Facility	$1,000/day			$1,000

TOPAZ LAKE PARK		
DESCRIPTION	**FEE/CHARGE BY UNIT OR VEHICLE/NIGHT**	**HOLIDAY RATES**
CAMPING CHARGES		
RV hook-ups (reservable)**	$40	$65
Dry Camping (reservable)**	$30	$40
2nd Dependent Vehicle*	$10	
Primitive Camping	$20	
Boat launch (one-time charge per stay for campers)	$10	
Reservation fee per site** (Non-refundable)	$5	
Collection fee***	$20	
SEASON PASS**		
Annual pass - Disabled Veteran	$0	
Senior pass (60 years & over) D.C. resident	$25	
Annual pass - D.C. resident	$70	
Annual pass - non-D.C. resident	$100	
DAY USE CHARGES		
Day use (ends at 8:00 pm)	$5	
Large Groups & Functions	$5/vehicle + $3/person	
Boat launch	$10	
STORAGE CHARGES**		
Per Unit	$35 monthly, $145 6-month, or $261 annually	

All payments collected at the campground will be self-pay, credit or debit card transactions and will include only the following services: Primitive Camping, Boat Launch, Day Use and/or other donations.

From the Friday before Memorial Day to Labor Day all weekends for all reservations must include both Friday & Saturday night stays.
Labor Day, Memorial Day and Fourth of July, when it is observed as a 3-day weekend, are defined as Holidays and will have special Holiday Rates. The Holiday Rate for Memorial Day and Labor Day will be Friday through Monday. The Holiday Rate for the Fourth of July will be either Friday through Sunday or Friday through Monday depending on when the State observed holiday falls. The Holiday Rate is applicable to reservable sites only.

*2nd Dependent Vehicle must be associated with a paid, reserved site. Only one 2nd Dependent Vehicle per reservable site. 2nd Dependent Vehicle rate is not eligible for those staying in Primitive Camping area. 2nd vehicle is defined as a state registered vehicle, driven in and associated with a primary registered vehicle at the reserved campsite. Vehicles in tow are not considered a 2nd vehicle. All vehicles & equipment must fit within the reserved camping area.

**May only be paid by phone to or in person at the Parks Division Office during normal business hours.

***Charged when camper fails to pay facility use charges.

Season Passes - Must have two (2) valid forms of identification as a Douglas County resident. Disabled Veteran must present a Veterans Medical Card with picture, indicating a service related disability. Includes unlimited boat launch and day use of facilities. Restricted to non-holiday weekends. Following holiday weekends are excluded for season pass holders: Memorial Day, Fourth of July, and Labor Day.

Camp Host – In the event a Camp Host Program is implemented, the Camp Host shall camp for free.

A reservation must be paid in full at the time the reservation is made and the reservation fee is non-refundable.

TOPAZ RANCH ESTATES				
LOCATION	**BASE FEE**	**FEE 2 HR MIN**		**DEPOSIT**
Recreation Building	$30/hour	$60		$100
Annual Permit {8}	$100/year (1 use/month) $200/year (2 or more uses/month)			

{8} Annual Permit - Limited to community, non-profit organizations; excluding religious, union, and political organizations.

WARRIOR WAY - PARK AND SCHOOL DISTRICT PARKING FEES		
Douglas County Resident Fee	$0	
Non-Resident Library Card Holders Fee	$0	
Non-Resident Tennis Club Member Fee	$0	
School or County Scheduled Use	$0	
Park or School Use Reservation	$0	
Special event - School District or County	$0	
Non-Resident Weekday Fee	$20 per day	
Non-Resident Weekend Fee	$40 per day	
Holiday/High Demand Fee	$100 per day	

Parking fees will be collected 7 days a week when Douglas County School District is on summer break/not in session and on weekends when school is in session August through September.

The Director has the authority to adjust rates and rules based on usage and need. These actions will be temporary until recommendations can be obtained by the Parks and Recreation Advisory Board and approved by the Board of County Commissioners.

No parking will be allowed in fire lanes or posted areas.

No beach parking will be allowed in front of the Zephyr Cove Tennis Courts and the Douglas County Library.

No fires and no barbecues of any kind will be allowed for beachgoers.

Beach parkers will not be allowed to go near or enter school athletic facilities or buildings.

ZEPHYR COVE PARK				
LOCATION	**BASE FEE**	**FEE 2 HR MIN**		**DEPOSIT**
Group Picnic Area (GPA) (BBQ's, sand volleyball, and horseshoes)				
	$50/hour	$100		$100
Pavilion A or B				
	$40/hour	$80		$100
Pavilion A and B				
	$70/hour	$140		$100
Combination Pavilions/GPA				
	$400/day			$200
Entire Facility (excludes tennis courts)				
	$1,000/day			$1,000

KAHLE COMMUNITY CENTER {9}				
LOCATION	**BASE FEE**	**FEE 2 HR MIN**	**FEE 8>HRS**	**DEPOSIT**
Freel Room				
136 sq ft	$15/hour	$30	$120	$200
Angora Room				
463 sq ft	$20/hour	$40	$160	$200
Rubicon Room				
835 sq ft	$25/hour	$50	$200	$200
Angora and Rubicon				
	$35/hour	$70	$280	$200
Pyramid Room - Roots & Wings Preschool, not available for rental				
835 sq ft	N/A	N/A	N/A	N/A
Tallac Room				
1,060 sq ft	$40/hour	$80	$320	$200
GYMNASIUM				
½ Court	$100/hour	$200	$500	$100
Entire Gym	$200/hour	$400	$750	$300
Tournament Fee	$400/day			$200
Entire Phase II				
	$300/hour	$600	$1,000	$1,000
Entire Facility				
	$400/hour	$800	$1,500	$1,000

{9} Subject to staff and setup charges.

DOUGLAS COUNTY COMMUNITY & SENIOR CENTER {9}				
LOCATION		**BASE FEE**	**FEE 8>HRS**	**DEPOSIT**
Carson Valley Heath Room				
565 sq ft	$20/hour	$20	$160	$200
North Activity Room				
1,210 sq ft	$25/hour	$25	$200	$200
South Activity Room				
1,164 sq ft	$25/hour	$25	$200	$200
Music Room, Not available for rental				
384 sq ft	N/A	N/A	N/A	N/A
Ranch View Room				
1,788 sq ft	$40/hour	$40	$320	$500
Kitchen				
360 sq ft	$20/hour	$20	$160	$200
Dirty Craft Room				
272 sq ft	$15/hour	$15	$120	$200
Dirtier Craft Room				
710 sq ft	$20/hour	$20	$160	$200
Sr Center Conference Rm				
244 sq ft	$15/hour	$15	$120	$200
Grand View Dining Room 5287 sq ft				
Weeknight M - Th	$800/day			$1,000
Friday Afternoon & Sunday	$1,000/day			$1,000
Holidays & Saturday	$1,500/day			$1,000
Racquetball / Wallyball Court				
Reservation Fee		$6		

{9} Subject to staff and setup charges.

Pickleball Court Rentals		
LOCATION	**FEE / CHARGE**	**DEPOSIT**
Individual Use (During Non-Peak Hours)	$2/hour/court	
Tournaments/Club Events/ Lessons*		

LOCATION	BASE FEE	FEE 2 HR MIN	FEE 8>HRS	DEPOSIT
GYMNASIUM				
½ Court	$100/hour	$200	$500	$100
Single Court Gym	$200/hour	$400	$750	$200
Double Court Gym	$300/hour	$600	$1,000	$500
Tournament Fee	$800/day			$500
Entire Gymnasium				
	$600/hour	$1,200	$3,000	$2,000
Entire Gym & Activity Room				
	$700/hour	$1,400	$4,000	$2,000

{9} Subject to staff and setup charges.

*Tournament/Club Events/Lessons will be coordinated with Douglas County using an Independent Contractor contract. These contracts shall be approved by the Director. Instructors must be certified by a recognized association and provide appropriate insurance coverage.

DCCSC & KCC PASS RATES					
CATEGORY	**AGE**	**DAILY WALK IN**	**30 DAY PASS**	**90 DAY PASS**	**ANNUAL PASS**
Event Spectator	All Ages	Established By Event			
Child*	5th grade & under	$0	$0	$0	$0
Youth**	6th – 7th grade	$3	$19	$35	$69
Teen	8th – 12th grade	$6	$24	$41	$89
College Student (w/ valid student ID)	18 – 24 yrs	$6	$41	$86	$219
Adult	18 yrs & over	$8	$54	$114	$249
Senior***	60 yrs & over	$6	$41	$86	$219

Veterans Discount		10% discount off age appropriate fee above	10% discount off age appropriate fee above	10% discount off age appropriate fee above	10% discount off age appropriate fee above
Disabled Veteran / Active Duty Military ****		$0	$0	$0	$0

*When with and directly supervised by a paid adult.
**No access to weight equipment and jogging track.
***Young at Heart and Tahoe Douglas Senior Members are eligible for a $10 discount off Annual Pass rate.
****Must present documentation indicating service-related disability and/or Active Duty Military ID.

DCCSC SUPPLEMENTAL ROCK WALL MEMBERSHIP			
CATEGORY	**AGE**	**DAILY WALK IN**	**ANNUAL PASS**
Event Spectator	All Ages	Established By Event	
Child*	5th grade & under	$0	$0
Youth	6th – 7th grade	$5	$49
Teen	8th – 12th grade	$5	$49
College Student (w/ valid student ID)	18 – 24 yrs	$5	$49
Adult	18 yrs & over	$7	$99
Senior	60 yrs & over	$5	$49
Veterans Discount		10% discount off age appropriate fee above	10% discount off age appropriate fee above
Disabled Veteran / Active Duty Military		$0	$0

*When with and directly supervised by a paid adult.

A supplemental membership for rock wall participants may be purchased by all active members of the DCCSC. With the purchase of this ancillary plan members will receive a discounted rate for pre-paying for multiple and frequent visits to the rock wall facility. This fee will be prorated to the month of purchase if not purchased at the same time as annual pass.

The rates do not include equipment rental. A $3 equipment rental fee will be charged to each participant, in addition to the supplemental rate, when DCCSC equipment is used.

These rates are subject to change based upon demand and changing market conditions.

Hours of operation may change per season and as needed for scheduled facility closures for maintenance.

All children 5th grade & under are free of charge, however this does not include program registrations for Kids Club, drop-in classes, dance & exercise programs, contracted classes, sport leagues and other programmed activities in the facility.

Paid Daily Walk-In guests and Pass holders are entitled to use of the gymnasium, weight room, jogging track and gym restrooms. Some age limitations may apply for access to weight equipment and jogging track. Use of the gym, weight room and jogging track is only available during normal hours of operation and when the designated areas are not being utilized for scheduled Department programs or reserved activities and events.

Daily Walk-In fees and Pass fees do not include program registrations for drop-in classes, dance & exercise programs, contracted classes, sport leagues and other programmed activities in the facility.

An Annual Pass may be paid in full or by an Installment Plan. With the Installment Plan, the first quarter installment is paid at the facility when the pass is purchased, with the remaining balance automatically billed to a valid credit card thru a payment schedule for the next consecutive 3 months. A $1.50 charge will be added to each installment for annual pass holders utilizing the Installment Plan in addition to the 3.0% credit card processing fee.

Pass Cancellation and Refund Procedure

Daily Walk-In fees, 30 Day Pass fees and 90 Day Pass fees are not eligible for a refund.

Annual Pass fees paid in full at time of registration are eligible for a refund under circumstances involving severe medical conditions, customer satisfaction concerns or relocation out of the area. The Department will review the date of request and the date of purchase in evaluating the refund request. The customer may or may not be eligible for a refund depending upon the time of request in relation to the number of months passed within the effective dates of the year purchased. The Department will calculate what the customer would have paid at the 30-Day Pass rate for each 30-day period used and refund the difference between that amount and the amount paid for the Annual Pass.
Additionally, the $5.00 refund processing fee will be applied. The Department will not refund or modify beginning or ending pass effective dates due to participant's lack of use or inability to use due to personal injury or other reason. The Department may pause a membership for up to 60 days due to personal injury.

Annual Pass fees paid through the Installment Plan are eligible for a refund under circumstances involving severe medical conditions, customer satisfaction concerns or relocation out of the area. The Department will review the date of request and the date of purchase in evaluating the refund request. The Department will calculate what the customer would have paid at the 30-Day Pass rate for each 30-day period used and will charge through a revised payment schedule the difference between that amount and the amount paid to date. Additionally, the customer will be charged $10.00 for processing fees associated with removing the customer from the Installment Plan. The Department will not refund or modify beginning or ending pass effective dates due to participant's lack of use or inability to use due to personal

injury or other reason. The Department may pause a membership for up to 60 days due to personal.

The Parks & Recreation Department does not process cash refunds.

Payment Schedule / Installment Plan Declined Transaction Procedures

Annual Pass fees paid through a Payment Schedule that come back with a notice of credit card declined will be handled using the following procedures:

- Customer will be contacted with information on file and asked for a new, current credit card account number.
- A revised Payment Schedule will be created to capture the balance due.
- An additional processing fee of $25 will be added to the revised Payment Schedule and will be billed within 10 business days of notification.
- If unable to contact customer, pass status will be frozen and a letter or email will be sent to the customer stating fees due.
- Fees due are payable by a predetermined due date.
- If unable to resolve, customer account will be flagged in computer system noting amount due and that they are not eligible for future purchases until balance due is paid in full.
- Account Closed customer accounts will be flagged as noted above and if unable to collect, the Department will write off the debt as uncollectable revenue within the appropriate fiscal year.

Miscellaneous Charges

Replacement Identification Card: $10.00

All pass holders are required to carry the Douglas County Parks & Recreation Department Pass Holder Photo Membership Card as the facility operates on a bar code system. There is no charge for the first card provided to pass holders. However, the $10.00 fee may be applied when replacing lost cards during the term of a pass.

Facility Use Guidelines

Rules of use / Code of Conduct will be developed in accordance with Title 13 of the Douglas County Code and will be posted at the facility.

There will be a general rule of the facility that states, “Proper behavior and attire is required. Respect must be shown for facility and staff at all times. Failure to follow posted rules or any abuse or vandalism of facility property will result in suspension of facility privileges.”

Personal Trainers

Personal Trainers who desire to conduct personal training services for third party clients at the Douglas County Community and Senior Center or at Kahle Community Center are eligible to do so only during normal business hours, and must:

- Sign Personal Trainer Release, Indemnification & Hold Harmless Agreement.
- Provide a Certificate of Insurance & Additional Insured Endorsement.
- Provide a copy of Personal Trainer Certification from National Accredited Agency.

- Provide a copy of AED, CPR & First Aid Certification.
- Pay $100 a month.

Use of County Vehicles

Douglas County Nonprofit and or Community Organizations can request the use of a vehicle for the purposes of conducting community events. A Douglas County Community Services Vehicle Use Application must be completed and submitted no later than two weeks prior to the request. A fee per mile is established by the U. S. General Services Administration. Current mileage rates can be found at gsa.gov. Rates will be applied for mileage and a cost of $20 per hour will be applied for the driver. Only Douglas County Employees are authorized to drive County vehicles. Douglas County does not guarantee that a County vehicle will be available during the time frame that is requested.

ARTICLE 3

FEES FOR RECREATION PROGRAMS OFFERED AND SUPPORTED BY DOUGLAS COUNTY PARKS AND RECREATION DEPARTMENT

Section 301 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the County in providing the recreation service.

Section 302 - PROGRAMS: ADULT ACTIVITIES, TRIPS, LEAGUES, AND TOURNAMENT FEES

Any adult program or activity sponsored or administered by the Department shall be charged a fee sufficient to cover the cost, including, but not limited to: Instructor, facility, utilities, awards, administration, leadership, equipment, supplies, insurance, and transportation.

Section 303 - PROGRAMS: YOUTH ACTIVITIES, TRIPS, LEAGUES, AND TOURNAMENT FEES

Youth programs sponsored by the Department shall be offered at a reduced or subsidized fee to help defray the cost of operation and to promote maximum participation by youths in the Douglas County area. Fees shall be based on the cost to operate the program and set so as to encourage youth participation. The Department may determine that a youth program may be offered at no cost to participants.

Section 304 - RESTRICTION ON PROGRAM SIZES

The Department may set minimum and maximum numbers on any given recreation program for planning and financial purposes. The Department may cancel any program due to a lack of participation or bad weather conditions. In these cases, full refunds will be issued to those attempting to participate in the activity (Section 309). Any registrations received by mail after a program has been filled, will be given a full refund, or an opportunity to sign-up for another activity.

Section 305 - PROGRAM REGISTRATION

(a) No registration will be taken without payment. *
* Exception is allowed for team fees in Adult Sport Leagues under circumstances where a letter of intent to sponsor and pay has been received at time of registration from a recognized business. The registration would be permissible without payment as long as the letter of intent is received by the program deadline, and actual payment is received before league play.

(b) Forms of payment are accepted in the following manner: Cash, credit card, credit transfer (Section 308), or checks made payable to Douglas County Parks and Recreation.

(c) Registration will be on a first-come, first-serve basis.

(d) A processing fee of 3.0% may be applied for each credit card transaction processed by the Parks and Recreation Department, with the exception of concession sales.

(e) Registration may occur in the following manner:

(1) **Walk-in** at the Douglas County Community & Senior Center, 1329 Waterloo Lane, Gardnerville and the Kahle Community Center, 236 Kingsbury Grade, Stateline, during posted hours of operation

(2) **Mail-ins** will be processed by returning the registration form, payment by check or credit card only, and a self-addressed stamped return envelope. In cases where programs are offered and an early registration incentive is available, registrations must be postmarked by the registration deadline to receive the early registration fee (Section 306).

(3) **Online Registration** may be made via links on the Douglas County website. All online registrations must include credit card information and program forms as may be required.

(4) **Phone Registrations** may be made by phone with payment made by credit card (Visa or MasterCard).

Section 305 - PROGRAM REGISTRATION, continued

(5) **Faxed or Emailed** registrations once received and processed, can have payment be made over the phone.

(6) **Program registration for contract instructors.** Some program registrations and payments may be taken at the class location by the individual instructor. In these cases, the registration, refund, financial assistance, and discount policies are not available through the Department.

(7) **Additional forms may be needed as required by the program.**

Section 306 - EARLY/REGULAR REGISTRATION AND ADDITIONAL CHARGES

The Department may provide, on certain adult and youth recreation programs, an early registration incentive. Early registration applies when a registration is received prior to a program deadline. In the absence of early registration incentives, regular registration fees will be charged. Regular registration fees may be applied when a registration is received prior to or after a program deadline.

Additional fees may be charged in the event Staff time has been incurred as a result of late pickup of participants.

Section 307 - FINANCIAL ASSISTANCE, DISCOUNTS, AND SCHOLARSHIPS

The Department offers a program of financial assistance for youth activities administered by the Department to any individual who has first applied, been screened, and received a recommendation by the Social Services Department or a Social Services serving Agency for a reduction in or waiver of fee or charges.

The Department may also offer family discounts on certain programs that will enable a family with more than one youth to receive a discount for signing up two (2) or more youth from one family.

The Department may offer a paid scholarship financed by third party organizations for students 6^{th} grade up to and including the 12^{th} grade. These recipients will be held to the highest standards of behavior and ethics. The scholarship may be revoked when deemed appropriate by Douglas County staff members.

Section 308 - CREDIT OR TRANSFERS

a) Individuals may elect to transfer to another class(es) or activity(ies) that are available. A transfer must be requested prior to the initial activity. For Day Camp programs, a $5.00 per child / per date transfer fee will be charged for all transfer requests made prior to 12:00 pm the Monday prior to the week of Camp. If notice is given after this time, no transfer will be given unless a doctor's note is provided. In the event of a Monday Holiday, requests to transfer must be made the following business day.

Section 308 - CREDIT OR TRANSFERS, continued

b) If transferring to a class of greater value, payment of the additional amount is required at the time of the transfer. See above a).

c) Individuals may elect to cancel a class or activity and place a credit on their customer account. A Request for a credit must be made prior to the initial activity. For Day Camp programs, a $5.00 per child / per date processing fee will be charged for all credit requests made prior to 12:00 pm the Monday prior to the week of Camp. If notice is given after this time, no credit will be given unless a doctor's note is provided. In the event of a Monday Holiday, requests to cancel a class must be made the following business day.

d) The Department will conduct an annual audit of customer accounts.
Any credits of more than $5.00 will be refunded 100%. If a refund check is returned due to incorrect address or absent information, the customer account will be considered inactive, and the account will be assessed a $10 / month inactivity fee until the balance is depleted. Any credits of $5.00 or less will be charged an administrative fee equal to the amount of credit.

Section 309 - PROGRAM REFUNDS

a) A full refund, with the exception of any processing fee charged at time of registration, will be given for cancellation prior to the activity. For Day Camp programs, a $5.00 per child / per date cancellation fee will be charged for all refund requests made prior to 12:00 pm Monday prior to the week of Camp. If notice is given after this time, no refund will be given unless a doctor's note is provided. In the event of a Monday Holiday, refunds must be requested the following business day.

b) A $5.00 processing fee will be charged if the individual requests a refund check prior to the activity.

c) A 100% refund or credit will be given if the Department cancels the activity. Any processing fee charged at time of registration will not be refunded.

d) All cancellations and refunds must be made at Douglas County Community & Senior Center or the Kahle Community Center.

e) Refunds are processed within two (2) weeks.

f) The Parks & Recreation Department does not process cash refunds.

Section 310 - NON-SUFFICIENT FUND CHECKS & DECLINED AUTOMATIC DEBITS

Program Registration fees paid with a check that come back with a notice of 'non-sufficient funds' or declined automatic debits will be handled using the following procedures:
- NSF transactions will be processed once by the Treasurer's Office and declined automatic debits will be processed by Community Services Staff.

continued

- If NSF or declined automatic debit program transaction is flagged as owed and a phone call is made to the customer stating fees due, payable in cash on or before a predetermined date. Fees due will include a $25.00 NSF processing fee.
- If deadline is missed, program transaction is voided and a certified letter is sent to customer stating fees due, payable in cash within 10 days of letter sent.
- If deadline is missed again and if the original transaction amount totals $100 or more, the item will be turned over to the Douglas County District Attorney, Bad Check Unit.
- If unable to resolve, customer will be flagged in computer system noting amount due and that they are only eligible for cash purchases in the future.
- NSF and declined automatic debit payment customer accounts will be flagged as noted above and if unable to collect, the Department will write off the debt as uncollectable revenue within the appropriate fiscal year.

Section 311- SATISFACTION GUARANTEED

The Douglas County Parks & Recreation Department is constantly striving to provide you with the highest quality recreation activities, events, and programs. We are confident that you will enjoy these programs and we will back up our commitment to provide high quality services.

Your suggestions, comments, or ideas for improvement are appreciated. They will help us do the best job possible.

If you are not completely satisfied, tell us and we will arrange for you to:

1. Repeat the class at NO charge, or

2. Receive full credit that can be applied to any other program, or

3. Receive all your money back.

Satisfaction guarantee requests may be made in person or by calling us. Requests should be made within five (5) working days after the first-class meeting. Refund checks will be mailed within two (2) weeks.

The following are not eligible for refunds:
Sport Leagues
Facility Rentals
DCCSC or Kahle Daily Walk-in Fees, DCCSC or Kahle 30 Day Pass Fees or DCCSC or Kahle 90 Day Pass Fees

Section 312 - PROGRAM PROMOTION

The Department may provide coupons, discounts, passes, gift certificates and other promotional items for the purpose of marketing and generating revenue through increased interest or attendance within Department programs and facilities and in support of fundraisers for local non-profit organizations.

Section 312 - PROGRAM PROMOTION, continued

The Department may accept sponsorship and/or commercial nonpartisan advertisement from local businesses, public service clubs/organizations, and/or individuals specifically for the purpose of sponsoring and/or advertising at Department programs and events. The Department will not accept sponsorship from political, issue advocacy, and/or religious affiliated businesses, organizations, entities, or individuals. The Department will not accept from any business, organization, entity, and/or individual, ads of a political, issue advocacy, and/or religious nature.

ARTICLE 4

SALE OF FOOD, BEVERAGES & SUNDRIES

Section 401 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the County in providing the recreation service.

Section 402 - FEES

The Department may charge fees for items sold at concession stands operated by Douglas County, with fees tied to the cost-plus markup. Fees may be adjusted during special events during an increase in demand to offset operating costs.

ARTICLE 5

DOCUMENT REPRODUCTION

Section 501 - PURPOSE

Fees and charges may be levied to cover Parks and Recreation Department reproduction expenses incurred by the Department.

Section 502 - DUPLICATION SERVICES

Applications, the Programs and Facilities Manual, Title 13, facility rules and regulations, as part of the process of reserving park and recreation facilities, will be made available to the public at no charge. Agendas for all Park and Recreation Advisory Board meetings will be free, other than those requested by mail, where a self-addressed, stamped envelope must be included for those individuals requesting agendas other than those required by law to receive them, i.e. newspapers, radio stations, etc.

Section 502 - DUPLICATION SERVICES, continued

However, duplication of written materials in support of the Program, revenue analysis, internal procedures and manuals will all be charged at a rate equal to the actual cost of making the copies.

Section 503 - EXEMPTION OF DOCUMENT REPRODUCTION FEES

Any state, county, or local form of government, or individual group or consultant who is working or providing services to Douglas County or the Department, will be exempt from paying document reproduction fees as determined by the Director.

ARTICLE 6

FINGERPRINTING

Section 601 - PURPOSE

Fees and charges may be levied to offset, cover and subsidize expenses incurred by the Parks & Recreation Department in providing Fingerprinting Services.

Section 602 - FINGERPRINTING SERVICES

Fingerprinting Services will be provided for the purposes of establishing a background check of individuals. Services offered will include hard copy fingerprint cards. Those seeking fingerprint services may include individuals working or volunteering in Parks & Recreation Department programs, gaming industry employees and others.

Fingerprinting Services will be charged at a rate of $20.00 per card or transmittal.

Section 603 - EXEMPTION OF FINGERPRINTING SERVICES FEE

Douglas County will cover the cost of fingerprinting for any individual who is working or providing volunteer services to Parks & Recreation Department sponsored programs.

ARTICLE 7

DONATIONS

Section 701 - PURPOSE

Donations of goods, equipment or cash may be received by the Parks & Recreation Department.

Section 702 – RECEIPT AND TRACKING OF DONATIONS

The Parks & Recreation Department can administratively accept private donations of goods, equipment or cash, for its intended use to support programs and/or facilities, up to $5,000 in total value without formal approval through the Board of County Commissioners. All donations will be documented and recognized. Cash donations will be receipted and held in a restricted fund account until used for its intended purpose.

ARTICLE 8

LINCOLN PARK LAKE TAHOE BUOY FIELD

Section 801 - PURPOSE

To establish procedures for applicants to have the opportunity to use buoys permitted by the Nevada Division of State Lands to Douglas County and managed through the Parks & Recreation Department.

Section 802 – APPLICATION PROCEDURE FOR USE PERMIT AT LINCOLN PARK LAKE TAHOE BUOY FIELD

The Parks & Recreation Department manages 14 buoys on Lake Tahoe at Lincoln Park. The Permit Application is administered under the authority of Chapter 13 of the Douglas County Code. Application and Permit Fees are established in Section 213 of this Manual. The Application and Terms and Conditions for a Buoy Permit are established in the attached Exhibit A – Douglas County Parks & Recreation Lincoln Park Facility Application and Permit Packet.

Priority will be given to residents when a waitlist is utilized.

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept Amendment 1 to the Title X Grant Award, in the total grant amount of $31,861, for the period of July 1, 2025 through March 31, 2026, to provide an additional $16,786 in funding that was allocated by the Federal Government; and authorize the Board Chairwoman, County Manager, and Social Services Manager to each sign the amended grant award. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept Amendment 1 to the Title X Grant Award to provide an additional $16,786 in funding as presented; and authorize the Board Chairwoman, County Manager, and Social Services Manager to each sign the amended grant award.

FINANCIAL IMPACT:
This grant ward will increase revenue by an additional $16,786 in the "Grant Revenue-Federal" account of the Community Health Nurse Department in the Social Services fund (216-000 331.500) during fiscal year 2025-26. There is no match requirement. There was previously a project number assigned to the grant and it will fall under the same project code of 26F01. The project number will continue to be used to track all revenues and expenses related to the grant.

BACKGROUND:

The Title X grant award is a federal grant that is awarded to the Carson City Health and Human Services Department. The Douglas County Community Health Nurse is a subrecipient. The funding is used to provide family planning related health care services to Douglas County residents. The grant period is from July 1, 2025, through March 31, 2026. There is no match requirement. The grant was previously approved, but the Federal Government has allocated additional grant funds to Carson City Health and Human Services which has allowed for additional funds to be allocated to the Douglas County Community Health Nurse as a subrecipient.

ATTACHMENTS:

Douglas County Title X Amendment 1 Apr25-Mar26.pdf

FY26_Title_X_grant_award_-_signed_by_all.pdf

FAMILY PLANNING GRANT PROGRAM
SUBGRANT AGREEMENT July 1, 2025 – MARCH 31, 2026
CARSON CITY, NEVADA
Amendment 1

THIS AGREEMENT is entered into by and between **Carson City**, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as the "Grantee") and **Douglas County, Nevada**, (hereinafter referred to as the "Subgrantee"). The Grantee and the Subgrantee may be individually referred to as "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, Carson City is the designated Grantee on this Agreement, having accepted a Title X – "Population Research and Voluntary Family Planning Programs" grant, awarded to the Grantee by the United States Department of Health and Human Services under Section 1001 of the Public Health Service Act, 42, U.S.C. 300, et. Seq.; and

WHEREAS, the mission of this federal grant program is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children; and

WHEREAS, a certain portion of those funds are designated for public family planning services in Douglas County; and

WHEREAS, the Grantee has adopted a Work Plan (Attachment 1) and a Carson City Health and Human Services ("CCHHS") Title X Program Standards and Policy Manual (https://opa.hhs.gov/sites/default/files/2022-08/title-x-program-handbook-july-2022-508-updated.pdf); and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, the Grantee is undertaking certain activities, programs and services necessary for the planning, implementation or execution of the Work Plan to address the public service needs; and

WHEREAS, the Program outlined in this Agreement has been designated by the Grantee as consistent with the Work Plan's objectives of family planning care or access to such services, which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents); and

WHEREAS, Grantee desires to pass through funds to the Subgrantee Agency **in an additional amount of up to $16,786 for a total amount of up to $31,861 from July 1, 2025 to March 31, 2026** to assist the Subgrantee in meeting the requirements under the Work Plan; and,

WHEREAS, the Subgrantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Subgrantee agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties do agree as follows:

A. TERM

This Agreement will become effective on **July 1, 2025, and terminate on March 31, 2026. The current project period ends March 31, 2027. The current budget period ends March 31, 2026**. Funding for additional annual budget periods will be contingent on continued funding being obtained.

B. SCOPE OF WORK

1. Any desired changes to the Scope of Work must be submitted to the Grantee in writing for review and approval. If approved, the written submittal will become an amendment to this Agreement and will be considered incorporated into this Agreement.

2. **Title X comprehensive family planning services will be provided by the Subgrantee to 646 unduplicated clients.** At a minimum, family planning services provided by the Subgrantee should include contraceptive services, pregnancy testing and counseling, assistance with achieving pregnancy, basic infertility services, preconception health, and STI services.

3. Subgrantee's employees or agents must be trained and equipped to offer these services. Subgrantee is also expected to ensure family planning clients have access to related and other preventive health services on-site or by referral as defined below:

    a. **Related Preventive Health Services** are considered to be beneficial to reproductive health, are closely linked to family planning services, and are appropriate to deliver in the context of a family planning visit but do not contribute directly to achieving or preventing pregnancy (e.g., breast and cervical cancer screening). Subgrantee's employees and agents should be trained and equipped to offer these services onsite or by referral.

    b. **Other Preventive Health Services** include preventive services for women that are not listed above as well as preventive services for men. Screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis are examples of this type of service. Although important in the context of primary care, these have no direct link to family planning services. These services should be made available by referral for clients without another source of primary care.

4. In the performance of its duties under this Agreement, Subgrantee represents, agrees, and warrants that it will maintain strict compliance with:

    a. The functions and services identified in the Title X Work Plan as it applies to Douglas County.

    b. The intent of the Title X Family Planning Program, in that clients served must be in need of the services. Sterilization is not funded under this Agreement.

    c. The requirement to provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status or durational residency.

d. Requirements and limitations with respect to post-conception activities contained in the Code of Federal Regulation ("CFR") 42 CFR 59.14(a) ("A Title X project may not perform, promote, refer for, or support abortion as a method of family planning.")

e. The requirement that Title X funds will not be used in whole or in part to advocate or promote gun control.

f. Title X Assurances including, without limitation, the rules and regulations contained in 2 CFR Part 200 and 45 CFR Part 75.

g. The standards listed on the Office of Populations Affairs ("OPA") website regarding Title X.

h. Any and all Department of Health and Human Services Title X regulations contained in CFR 42 Part 59, including Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other rule or regulation governing the performance of the services by Subgrantee under this Agreement.

i. The definition of "***Program Income***" contained in the Office of Management and Budget ("***OMB***") 2 CFR 200.1 and 200.307.

j. The following requirement regarding Subgrantee Contribution: Subgrantee Contribution means the amount of total revenue exclusive of Title X income. It includes program income (i.e. third-party payments for services and patient collection fees), donations, local and State government contributions, agency in-kind and agency contributions. The Subgrantee Contribution, including in-kind, can only be from non-Federal funds excluding Title V, must be allowable by Federal regulations, cannot be used by more than one project, and must be auditable. The Subgrantee Contribution must be tracked and verified. Failure to provide the required amount will result in the disallowance of Federal funds.

k. The requirement that Title X grant be the payer of last resort. Title X funding is not to be used for services that can be reimbursed by other sources such as third-party payers, state, or other federal programs. It is expected that a large portion of the family planning program's revenue will come from third party payments, revenues received from client fees and client donations, and agency contributions. Title X funds may be used to support the provision of family planning clinical services for un- and under-insured clients, staff training and development, Quality Assurance and Quality Improvement activities, participation in performance improvement projects, publicity and outreach, IT support for encounter and fiscal reporting, staff salaries, and other infrastructure costs.

l. The requirement that Title X subsidized services must be for fertile adults and adolescents in need of family planning services with an income at or below 250% of the current Federal Poverty Level (FPL).

m. The requirement to provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.

n. **The Title X 2021 Final Rule found at https://opa.hhs.gov/2021TitleXRule went into effect November 8, 2021.** This rule restored access to equitable, affordable, client-

centered, quality family planning services for more Americans. Ensuring such access for all clients, especially for low-income clients, in the Title X program creates opportunities for realigning the nation's family planning program with nationally recognized standards of care and improving the health of communities that have been historically underserved. The 2021 regulations also reinforce the program's central tenets of quality, equity, and dignity for all individuals who seek Title X services.

o. "Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care" (42 CFR 59.5(a)(8)).

p. Program Requirements for Title X Funded Family Planning Projects. **https://opa.hhs.gov/grant-programs/title-x-service-grants**

q. OPA Program Policy Notices.

r. MMWR Quality Family Planning Program Guidelines.

s. The Grantee's Title X Program Standards and Policy Manual and all other regulations as applicable.

t. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

u. The Grantee's Client Data Projections as described in the Project Work Plan.

v. The Health Insurance Portability and Accountability Act (HIPAA). The Parties acknowledge that Subgrantee is a "***covered entity***" as defined in 45 CFR 160.103 of HIPAA and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Grantee acknowledges that it may obtain confidential personal health information of patients of the Subgrantee in the course of the Grantee's performance under the terms of the Title X grant. "***Confidential personal health information***" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience with the Subgrantee, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience with the Subgrantee's program. The Grantee agrees to maintain the privacy and confidentiality of information it may obtain in the course of the Subgrantee's performance under this Agreement. In addition, the Subgrantee agrees that:

   i. Any confidential personal health information that the Grantee may obtain shall remain the sole property of the Subgrantee.

   ii. The Grantee shall establish and maintain procedures and controls that are acceptable to Subgrantee to assure that no confidential personal health information contained in its records or obtained from Subgrantee or from others in carrying out its functions under this Agreement shall be used by or disclosed by Grantee, its agents, officers, employees or subcontractor, except as required in the performance of its obligations under the terms of this Agreement.

iii. The Grantee shall not remove any identifying personal health information from Subgrantee's premises.

iv. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of the Grantee as needed for the performance of its duties under this Agreement or to the Subgrantee.

C. REPORTING REQUIREMENTS

1. Encounter data for the Family Planning Annual Report and other needed reporting must be submitted via email to the CCHHS Clinical Services Manager.

2. The Subgrantee is responsible to ensure that clean and complete encounter data is received by the Grantee no less frequently than on a quarterly basis and is due no later than 15 days after the end of each required reporting period. Encounter data elements and format are described in the Federal Family Planning Annual Report Requirements ("FPAR").

3. Additionally, the Subgrantee agrees to provide: a complete financial accounting of all the expenditures to CCHHS fiscal staff no less frequently than on a quarterly basis and is due no later than 15 days after the end of each required reporting period and within 30 days of the close of the subgrant period. Any unobligated funds shall be returned to CCHHS at that time, or if not already requested shall be deducted from the final award.

4. The Subgrantee will submit to Grantee encounter level FPAR data, financial reports and any special project report(s) for the following periods and by the following due dates:

FPAR and Financial Reporting Period	Due Date
July 1, 2025 – September 30, 2025	**October 9, 2025**
October 1, 2025 – December 31, 2025	**January 8, 2026**
January 1, 2026 – March 31, 2026	**April 8, 2026 (Budget Close Out)**

5. The Subgrantee will submit to the Grantee additional statistical, or program, or expenditure information as requested or required by CCHHS.

D. REQUESTS FOR REIMBURSEMENT

1. The Grantee agrees to reimburse monies up to a maximum amount of **$31,861** during the Term to the Subgrantee for the services performed in the Scope of Work. The Grantee will not reimburse more than 1/9 (9-month grant) increments for the Term month to date.

2. The Grantee's total Family Planning Program Budget which includes all revenues and expenses for Title X-funded site(s) is attached as Attachment 2 and incorporated into this Agreement.

3. The Subgrantee agrees to request reimbursement according to the specified schedule for the actual expenses incurred related to the Scope of Work during the subgrant period using the attached Request for Reimbursement (Attachment 3) and Family Planning Income and Expense Report (Attachment 4). Where applicable, quarterly reports are to be brief. The mid-year and the annual reports must be full reports.

4. Reimbursement is contingent upon all of the following:

   a. The Grantee's receipt of monies in the amount specified in the Notice of Grant Award for the applicable funding period; the Grantee shall inform the Subgrantee within three working days of any notice received by it from the Grantor of any intent by the Grantor to reduce the amount of available funds.

   b. The Grantee's sole determination of satisfactory performance of the Subgrantee.

   c. The Subgrantee's **timely submission** of financial, encounter, and statistical reports.

   d. The Grantee's receipt of all quarterly reports.

   e. The Subgrantee must have a financial management system in place to be able to effectively separate out grant funds, revenue, and expenses.

   f. The Subgrantee agrees to abide by the rule that Title X funds shall not be used to pay the salary of an individual at a rate in excess of the Federal Executive Level II pay scale amount of $189,600.

   g. The Subgrantee agrees to submit a list of any contractors or independent consultants providing Title X-covered services expected to be performed within 30 days of the execution of this Agreement, or 30 days after any subsequent engagement of any subcontractors or independent consultants and will also provide to Grantee a copy of any relevant contracts or agreements within 30 days. Any work performed by outside entities must be in compliance with all applicable laws and Title X regulations and guidelines.

   h. All family planning program-related money received by Subgrantee is committed to the family planning program and requires Grantee's expenditure approval in the Budget or by subsequent budget modification subject to the limitations provided in section E of this Agreement (PROGRAM OR BUDGET MODIFICATIONS). In accepting this Agreement, Subgrantee stipulates that the Agreement and any activities under the Agreement are subject to all provisions of 42 CFR Part 59 and OMB Circular A-110 currently in effect or implemented during the period of the Agreement as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements PROVIDED in 45 CFR Part 75 as amended from time to time.

   i. Requests for reimbursement will be accompanied by supporting documentation including a line-item description of expenses incurred. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, agreements, bid/procurement process documentation, lease agreements, agendas, meeting sign-in/attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (AEL), Central Contractor Registry (CCR), Excluded Parties Listing (EPLS) and must be cross referenced to approved budgets.

E. PROGRAM OR BUDGET MODIFICATIONS

1. Any requests to modify this Agreement must be submitted in writing by the Subgrantee and must be approved by the Grantee prior to implementation subject to the Grantee's sole and absolute discretion.

2. The Subgrantee must submit written requests for any change in the project including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, Budget, and/or Agreement. The Grantee will determine whether changes require an Agreement revision or amendment.

3. The Subgrantee must submit Budget modification requests for prior approval by the Grantee in any of the following instances:

   a. Request for the Grantee allocations of additional funds beyond the specified base amount; the Grantee requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed.

   b. The Subgrantee reductions of amounts to be reimbursed; or changes to Budget representing a variance of 10% of any individual Budget category.

   c. Changes in policies, procedures, and/or forms related to the project must be submitted in writing to the Grantee for approval prior to implementation.

   d. The Subgrantee must notify the Grantee of changes in key clinical or management personnel, including administrative officers and Title X program directors within 15 days of change.

F. PROHIBITION ON LOBBYING

Grant funds may only be used to complete the Scope of Work and may not be used for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).

G. CHARGES, BILLING, AND COLLECTION PROCEDURES

1. Section 8.4 of the Program Requirements and Section 59.5 of the Title X Regulations provide specific characteristics for charging, billing, and collections in a Title X program. To ensure the dignity, accessibility, and confidentiality of family planning services, clients are charged on a sliding fee scale based on federal poverty guidelines. Collection practices must respect the confidentiality of services. At no time may services be denied because of inability to pay. Where confidential services are not requested, eligibility is determined using the minor's family income.

2. The Subgrantee must provide the methodology which allows fees above 250% of FPL that approximates Subgrantee's cost of providing services. Charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)). These costs should include office visits, lab work and contraceptive supplies. The methodology must be in writing and be both valid and reliable.

H. SPECIAL CONDITIONS OF FUNDING AGENCY

The Subgrantee agrees to abide by and comply with any special conditions imposed by the funding agency. The following are the Title X Program Priorities and Key Issues:

Current Program Priorities (Title X Program Handbook (July 2022) (hhs.gov)

1. **Assuring innovative quality family planning and related preventive health services that lead to improved reproductive health outcomes and overall optimal health, which is defined as a state of complete physical, mental and social well-being and not merely**

the absence of disease. Guidance regarding the delivery of quality family planning services is spelled out in the April 25, 2014, MMWR, Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs. Periodic updates have been made to this publication and are available on the Quality Family Planning page. It is expected that the core family planning services listed in the Program Description, and which also are included in the Quality Family Planning Services document referenced above, will be provided by each project;

2. **Providing the tools necessary for the inclusion of substance abuse disorder screening into family planning services offered by Title X applicants;**

3. **Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary healthcare services, along with family planning services preferably in the same location or through nearby referral providers;**

4. **Providing resources that prioritize optimal health outcomes (physical, mental, and social health) for individuals and couples with the goal of healthy relationships and stable marriages as they make decisions about preventing or achieving pregnancy;**

5. **Providing counseling for adolescents that encourages sexual risk avoidance by delaying the onset of sexual activity as the healthiest choice, and developing tools to communicate the public health benefit and protective factors for the sexual health of adolescents found by delaying the onset of sexual activity thereby reducing the overall number of lifetime sexual partners;**

6. **Communicating the growing body of information for a variety of fertility awareness-based methods of family planning and providing tools for applicants to use in patient education about these methods;**

7. **Fostering interaction with community and faith-based organizations to develop a network for client referrals when needs outside the scope of family planning are identified;**

8. **Accurately collecting and reporting data, such as the Family Planning Annual Report (FPAR), for use in monitoring performance and improving family planning services;**

9. **Promoting the use of a standardized instrument, such as the OPA Program Review Tool, to regularly perform quality assurance and quality improvement activities with clearly defined administrative, clinical, and financial accountability for applicants and subrecipients; and**

10. **Increasing attention to CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy.**

I. TRAINING AND TECHNICAL ASSISTANCE

The Subgrantee represents and agrees that all staff members, consultants, and contractors working with Title X clients must receive Title X and family planning training appropriate for each individual's involvement in the project. Additionally, all Subgrantee staff members, consultants and subcontractors working with Title X clients must receive annual training on mandated reporting and human trafficking. The Subgrantee shall be responsible for maintaining a log of training participants to document that the Subgrantee's staff members, consultants, and contractors are appropriately trained for the duties they perform. The Grantee agrees to provide consultation and technical assistance to the Subgrantee as mutually agreed upon in writing by the Grantee and the Subgrantee, but the Grantee shall not be responsible for any conduct of any of the Subgrantee's officers, agents, employees, or contractors.

J. DELEGATE'S MEETINGS

The Subgrantee must participate in three Delegates' Meetings held during the Term of this Agreement. The Subgrantee's staff attending Delegates' Meetings must be persons with managerial responsibilities related to the agreement ("***Authorized Staff***"). Authorized Staff must attend a minimum of two Delegates' Meetings in person. At a minimum, one family planning clinician must attend a clinician training that will coincide with one of the in-person Delegates' Meetings. Authorized Staff may participate in the remainder of the meetings by teleconference or webinar.

K. PROPERTY MANAGEMENT

The Subgrantee shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Agreement. The Subgrantee will be responsible for replacing or repairing equipment for which it is accountable under this Agreement if lost, damaged or destroyed due to the negligence on the part of the Subgrantee, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of the Grantee to the Subgrantee.

L. INDEMNIFICATION AND INSURANCE

The Subgrantee shall procure, maintain, and provide proof of coverage of a Medical Malpractice Professional Liability Insurance Policy and such policy shall be written on an occurance basis in the minimum amount of $1,000,000 for all medical provider employees and subcontractors and consultants. The Subgrantee shall procure, maintain and provide proof of general liability insurance which shall be written on an occurance basis insuring the premises and all operations in broad form with a combined single limit of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. The Subgrantee will comply with all state requirements for the provision of Workers' Compensation Insurance. The insurance policies referred to above must name the Grantee as an additional insured under each policy.

To the fullest extent permitted by law, including but not limited to the provisions of NRS Chapter 41, the Subgrantee shall indemnify, defend, save, and hold harmless the Grantee and its officers, officials, agents, and employees (hereinafter referred to as "***Indemnitee***") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "***Claims***") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Subgrantee to conform to any federal, state or local

law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subgrantee from and against any and all claims. It is agreed that the Subgrantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

To the extent permitted by law, the Subgrantee agrees to reimburse the Grantee for any monies which the Grantee is required to pay to the Department of Health and Human Services or other agencies of the United States Government or the City of Carson City for any claims arising solely from the failure of the Subgrantee to perform in accordance with this Agreement or, local, state, or federal laws and regulations. The Grantee will appropriately invoice or file a claim with the Subgrantee for any such reimbursement by the Subgrantee, and The Subgrantee shall have opportunity to review, and protest when appropriate, the claim prior to making any timely reimbursement to the Grantee.

M. PUBLIC SCRUTINY

The Subgrantee shall immediately notify the Grantee of any claims or lawsuits or any situations involving Title X clients or resources in which the Project may undergo any public scrutiny.

N. STATUS OF CONTRACTOR; CONFLICTS OF INTEREST

The Parties agree that the Subgrantee, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Grantee. The Subgrantee warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between the Subgrantee's officers, agents or employees. The Subgrantee shall prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. If the Grantee concludes in its sole and absolute discretion that a conflict of interest exists or if the Subgrantee's officers, agents or employees violate the terms of this section, the Grantee may terminate this Subgrant Agreement.

O. PERSONNEL

The Subgrantee's officers, agents, or employees shall not deploy themselves so as to receive multiple payments from the Grantee or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Subgrantee or its officers, agents or employees. If the Grantee concludes in its sole and absolute discretion that the Subgrantee or its officers, agents or employees have violated the terms of this section, the Grantee may terminate this Agreement.

P. ASSIGNMENT

The Subgrantee may not assign, transfer, pledge or otherwise encumber its rights, duties, or obligations under this Agreement without the written consent of the Grantee. Any such assignment shall comply with all applicable state and federal regulations or statutes.

Q. LICENSES

The Subgrantee and each of its employees, agents and contractors shall obtain and maintain during the Term of this Agreement all appropriate licenses required by law for the operation of its facilities and for the provision of Services hereunder.

R. NOTICES

The Parties agree that all notices or other communications required or permitted to be given under this Agreement must be in writing and must be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the following address:

For GRANTEE:
City of Carson City
Jeanne Freeman, Grantee Authorizing Official
201 N. Carson St.
Carson City, NV 89701
Telephone: 775-887-2190
Facsimile: 775-887-2248

For SUBGRANTEE:
Douglas County
Jodi Martinez, Social Services Manager
PO Box 218
Minden, NV 89423
Telephone: (775) 782-9825
Facsimile: (775) 782-9874

S. TERMINATION

If, through any cause, the Subgrantee materially fails to fulfill in a timely and proper manner its obligations under this Agreement; if the Subgrantee materially violates any of the covenants, agreements, or stipulations; or, if the funding CCHHS receives is terminated or reduced, the Grantee will have the right to terminate this Agreement in whole or in part by giving written notice to the Subgrantee of such termination and specifying the effective termination date. Said termination will not be deemed a breach of contract by the Grantee. Such notice may provide for a minimum of 10 days during which the Subgrantee shall have the opportunity to cure deficiencies as stipulated by the Grantee.

If the Subgrantee has an unencumbered balance of cash disbursed under this Agreement at the close of the term, then that cash balance must be returned to the Grantee. If the Subgrantee is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Subgrantee, the Subgrantee will have the right to terminate this Agreement by giving written notice to the Grantee signifying the effective date.

The Subgrantee may terminate this Agreement for any other reason by providing the Grantee with at least 90 days' written notice. In the event of termination of this Agreement, either in whole or in part, all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this Agreement will, at the option of the Grantee, become its property or be disposed of in accordance with the Grantee's procedures or instructions; and the Subgrantee will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement.

Notwithstanding the above, the Subgrantee will not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any material breach of this Agreement that is incurred by the Subgrantee, and the Grantee may withhold any reimbursement to the Subgrantee for the purpose of offset until such time as the exact amount of damages, if any, due the Grantee from the Subgrantee is agreed upon or otherwise determined. Final payment to the Subgrantee is contingent upon the Subgrantee completing closeout procedures.

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated by the Grantee if the Subgrantee's governing body does not appropriate sufficient monies to provide the services or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. In such an event, Subgrantee will notify Grantee of its inability to appropriate the requisite funds and Grantee may, at its discretion, terminate this Agreement pursuant the termination provisions set forth above.

T. GOVERNING LAW AND COMPLIANCE WITH ALL LAWS

The Parties will comply with all federal, state, and local laws, regulations, standards and Executive Orders, without limitation to those designated within this Agreement and the laws and regulations of the state of organization of the Subgrantee, that are not inconsistent with applicable federal laws.

The Subgrantee consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this contract, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect Subgrantee's obligation under the Agreement apply, but do not require an amendment.

U. INTANGIBLE PROPERTY AND COPYRIGHT

The Subgrantee will ensure that publications developed under the project do not contain information that is contrary to Program Requirements or to accepted clinical practice. Federal and Grantee grant support must be acknowledged in any publication. The Subgrantee will obtain pre-approval from the Grantee for publications resulting from activities conducted under this Agreement. Subgrantee will also provide all publications referencing the Grantee to the Grantee for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "***publication***" is defined to include computer software. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Grantee to reproduce, publish, or otherwise use such materials for Federal or Grantee purposes and to authorize others to do so [45 CFR 74.36] [45 CFR 92.34].

V. INVENTIONS OR DISCOVERIES

The projects undertaken pursuant to this Agreement must comply with government-wide regulations, 37 CFR Part 401, which apply to the rights to inventions made under government grants, contracts and cooperative agreements.

W. ENTIRE CONTRACT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire Agreement of the Parties, and such are intended as complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to the Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement will be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties. Conflicts in language between this Agreement and other agreement between the Parties on the same matter shall be construed consistent with the terms of this Agreement. The Parties agree that each has had their respective counsel review this Agreement which will be construed as if it was jointly. No amendment of, addition to, or alteration of the Terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees, shall be valid unless made in a writing that is formally approved and executed by the Parties or as otherwise provided in this Agreement.

X. GENERAL TERMS AND CONDITIONS

The Subgrantee agrees to accept additional conditions imposed by the Department of Health and Human Services governing the use of such funds or performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by the Department of Health and Human Services. The Grantee shall provide prompt written notice to Subgrantee of such conditions.

Subgrantee understands and agrees that strict compliance with all requirements is mandatory and any material breach and/or a failure to cure said material breach thereof is grounds for termination of this Agreement.

Y. ATTACHMENTS

All Attachments to this Agreement are incorporated by reference, whether specifically mentioned in a paragraph, or generally by this reference.

Z. EXECUTION

This Agreement shall not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties.

CITY OF CARSON CITY

By: _____ Attest:_____
Glen Martel, City Manager Scott Hoen, Clerk-Recorder

CARSON CITY HEALTH AND HUMAN SERVICES

By: _____
Jeanne Freeman, Director

DOUGLAS COUNTY

By: _____
Jenifer Davidson, County Manager

By:_____
Sharla Hales, Commission Chair

By: _____
Jodi Martinez, Douglas County Social Services Manager

Attachment 1 - WORK PLAN; April 1, 2025 – March 31, 2026: Announcement Number: PA-FPH-22-001; CFDA Number: 93.217

Carson City Health & Human Services (CCHHS) Family Planning and Preventive Health Services Project

Carson City Health and Human Services (CCHHS), 900 East Long Street, Carson City, NV; Mon-Tue and Thu-Fri - 8:30-17:00, Wed 9:30-1700, remaining open through the lunch hour, and up to 2 Saturdays each month - 9:30-14:30.

Subrecipient - Douglas County Community Health (DCCH) 1329 Waterloo Lane, Gardnerville, NV; Mon, Tues, and Fri - 8:30-17:00; Wed - 7:30-17:00; Thurs - 8:30-18:00.

The entire contents of this work plan are confidential and commercial information exempt from disclosure under FOIA Exemption 4

Office of Population Affairs Program Priority #3: Delivering Title X family planning services of the highest quality and consistent with nationally recognized standards of care.			
GOAL 1: Provide client-centered, voluntary, non-coercive contraceptive services, pregnancy testing/counseling, achieving pregnancy, basic infertility services, preconception health services, and STI, breast and cervical cancer screening, in accordance with 42 CFR 59.5 and nationally recognized standards of care, emphasizing access to low-income and other vulnerable populations of Carson City, Douglas County and surrounding communities in Nevada to prevent unintended pregnancy and to reduce pregnancy-related adverse outcomes.			
Objective 1.1: From April 1, 2025, to March 31, 2026, this project will provide client-centered, voluntary, and non-coercive discounted contraceptive services to 1,900 low-income clients (1,500 from CCHHS and 400 from a subrecipient site), with a 5% annual increase projected through 2027, contingent upon adequate funding. At least 75% of participants will have an income < 138% of FPL. Both clinics have seen a decrease in patients since the COVID-19 pandemic and are working to regain and increase their numbers.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, a 5% increase each project year to March 31, 2027 FPAR and Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Annual Policy Review: April – June 2025	• Have a broad range of methods available onsite: abstinence education, barrier methods, FABM and online applications, LAM, EC, COC, POC, vaginal ring, injectable, intrauterine devices, and implant. • Establish rapport with the client by using open-ended questions, maintaining privacy and confidentiality, and identifying the client's reason for the visit, educational needs, and contraceptive experiences and preferences. • Conduct medical history to determine method eligibility and physical assessment related to contraceptive use as applicable. • Conduct method counseling to include correct and consistent use, method effectiveness, non-contraceptive benefits, and side effects. • Provide the quick start of the family planning method per	Service Site APRNs and RNs Clinical Services Division Manager Subrecipient Supervisor	Client totals by age, income method retrieved from EHR reports & FPAR Quarterly chart audits Review policies confirming up to date practice standards

	practice standards and dispense 6-12 months of the method after the initial dispensing period. • Bill public/private insurance to maximize federal resources.		

Objective 1.2: April 1, 2025 – March 31, 2026, and annually through March 31, 2027, screen 85% of women <25 years of age for Chlamydia and 85% of clients >13 years of age for HIV per the *CDC's STI Treatment Guidelines 2021*. For 85% of applicable clients, cervical cancer screening will occur every 3 years with cytology alone in women aged 21-29 years, with HPV testing with cytology every 5 years for women aged 30-50 years, and shared decision making with women 40-49 years of age per the US Preventive Task Force (USPTF), American College of Obstetrics and Gynecology (ACOG) and American Society for Colposcopy and Cervical Pathology.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
April 1, 2025 - March 31, 2026, then each project year through March 31, 2027 FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review April – June 2025	• Obtain medical, social, and sexual history (2021 CDC's 2021 Five P's approach for obtaining sexual histories: partners, practices, protection from STIs, history of STIs, and pregnancy intention). • Provide client counseling and education regarding the risk of STIs/HIV. • Conduct annual CT screening for women < 25 years old per CDC guidelines. • Conduct expedited partner therapy. • Provide HIV testing of clients 13 years and older once, and then risk-based. • Refer HIV+ clients and discordant partners to HIV specialist care. • Offer and conduct breast and cervical cancer screening per USPSTF & ACOG guidelines. • Bill, public and private insurance billing and utilization of Women's Health. Connection, mobile Mammovan, and Soroptimist • Provide active referrals, appointment scheduling, and follow-up for clients with identified health issues utilizing the primary care MOU process.	Service Site APRNs and RNs Clinical Services Division Manager Subrecipient Supervisor	FPAR data evaluation of STI, HIV, and breast and cervical screening activity Quarterly chart audits Policy review for up-to-date practice standards

Objective 1.3: April 1, 2025 – March 31, 2026, and annually through March 31, 2027, this project will provide pregnancy testing and basic infertility to services to 100% of clients requesting services using *Quality Family Planning Services: Recommendations of CDC & the U.S. Office of Population Affairs.*			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, for 100% of persons requesting services annually to March 31, 2027 Reports, FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review April – June 2025	<u>For Those Seeking Pregnancy Testing Services:</u> • Establish rapport & assess clinical, social, and sexual health history. • Provide screening for STIs, HIV, intimate partner violence, and substance use. • For women/couples with a positive test – offer education about gestational age, provide prenatal counseling, provide referral for prenatal care, social and faith-based support, and substance use. • For women/couples with a negative test- offer and provide reproductive life planning, offer contraceptive methods or services to achieve pregnancy per client preferences. <u>For Those Seeking Basic Infertility Services:</u> • Evaluate medical, sexual, menstrual history, GYN surgery/trauma, previous pregnancy outcomes, endocrine disorders, STI or genital infections, DES exposure, medication usage, and substance use. • Review with the client the length of time attempting pregnancy, along with coital history of frequency and timing. • Conduct physical exam to include height, weight, and BMI, examination of the thyroid, clinical breast exam, and any signs of androgen excess. • Conduct laboratory testing as indicated – pap and referral for semen analysis.	Services site Registered Nurses Clinical Services Division Manager Subrecipient Supervisor	Client totals for pregnancy tests by CPT and pregnant or seeking pregnancy retrieved from EHR reports & FPAR Quarterly chart audits Policy review for up-to-date practice standards

Objective 1.4: From April 1, 2025 – March 31, 2026, and annually thereafter through March 31, 2027, 90% of those of childbearing age seen in this project will be introduced to fertility and reproductive life planning, engaged in screening and behavioral risk reduction education and actively linked to primary care, substance use, and social service providers as needed to improve pregnancy outcomes and to optimize overall health-based *Quality Family Planning Services: Recommendations of the CDC and the U.S. Office of Population Affairs.*			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025- March 31, 2026, Then, each project year through March 31, 2027 Reports, FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review completed April – June 2025	• Assess client's reproductive health plan and pregnancy readiness. • Obtain and assess female medical, family & reproductive history, poor birth outcomes, environmental and teratogen exposures, and genetic factors. • Obtain and assess male past medical/surgical history that might impair reproductive health and environmental exposures, hazards, and toxins. • Screen for STIs/HIV, undiagnosed or known chronic health conditions, or high-risk behaviors, then provide a physical exam. • Conduct active referral and appointment scheduling for identified health issues utilizing the primary care MOU and process. • Assess for history of/or current intimate partner violence, alcohol, tobacco, or other drug use, depression, and mental health concerns. • Provide a referral for tobacco and substance use cessation brief intervention. • Facilitate referrals for social services and mental health support. • Provide client-centered education and anticipatory guidance on pregnancy spacing, breastfeeding, and risk-reduction behaviors. • Offer and provide immunizations following internal immunization IZ program policies and fees.	Services site Registered Nurses Clinical Services Division Manager Subrecipient Supervisor	Client totals for reproductive life planning through EHR activity reports Quarterly chart audits Annual review of policies for up-to-date practice standards

Objective 1.5 From April 1, 2025 – March 31, 2026, and annually through March 31, 2027, this project will provide confidential adolescent-sensitive pregnancy prevention services to at least 450 adolescents – 15% of project participants including services outlined in Objectives 1.1 – 1.4 while promoting family participation, resisting coercion, and engaging protective factors for adolescent sexual health.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, then each project year through March 31, 2027 FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review completed April – June 2025	• Conduct activities under 1.1, 1.2, 1.3 and 1.4 per current standards for teens. • Perform annual adolescent medical, sexual, and social health assessment. • Assess family dynamics/relationships, barriers to seeking parental/guardian involvement. • Assist with facilitation of parental/guardian conversations about parental involvement in sexual and reproductive health decisions. • Provide counseling to resist attempts to coerce minors into sexual activities. • Provide pregnancy prevention counseling to include risks of pregnancy and STIs, abstinence as 100% effective to prevent pregnancy and STIs. • Provide patient-centered counseling on the selected birth control method, including its effectiveness, side effects, risks, benefits, and proper use. • Conduct exploration of protective factors to include involvement in academics and/or extra-curricular activities, skills for consensual decisions-making; effects of alcohol/drugs on decision making, and effects of and skills for handling peer pressure. • Provide annual staff education & monito staff compliance related to abuse reporting laws: child abuse and molestation, sexual abuse, rape, incest, intimate partner violence and human trafficking.	Service Sites RNs, APRNs Oversight and Training: Clinical Services Division Manager	Evaluate teen utilization of services with the annual FPAR. Quarterly Chart Audits Policy review for up-to-date practice standards

Subrecipient Monitoring Plan for Goal 1, Objective 1.1, 1.2, 1.3, 1.4, and 1.5: Minimum evaluation of the subrecipient site: monthly FPAR review, quarterly fiscal data review, and an annual fiscal, clinical, and administrative site visit review by CCHHS Clinical Services Manager and Fiscal Grant Analyst utilizing the OPA Program Review Tool**.**

Office of Population Affairs Program Priority #2: Improving and expanding accessibility of Title X family planning services for all clients, especially low-income clients.

GOAL 2: To improve and expand accessibility of Title X family planning services for all clients, especially the low-income clients. This project will provide virtual appointment reminders; language assistance, if needed; same-day/next-day appointments; ensure educational materials reflect the population served; and engage community stakeholders in educational material review and community-wide outreach. **Within our communities, the traditional telehealth has not been successful for family planning/STI services as clients need to provide specimens, have exams and/or LARC insertion/removal, receive depo injections, receive pills, patches, rings if not insured.

Objective 2.1: From April 1, 2025– March 31, 2026, and annually thereafter through March 31, 2027, telehealth services (to include appointment reminders, virtual language assistance) will be available through a secure virtual platform.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
Activities: April 1, 2025 - March 31, 2026, then each project year through March 31, 2027	• Maintain annual subscription to Doxy.me, a current secure video telehealth platform, and update the platform, as needed. • Maintain an advanced patient portal for secure communication between the client and the practice. • Provide client communication regarding the availability of telehealth. • Update EHR field to ensure ongoing tracking and differentiation of telehealth and onsite visits. • Stay up-to-date with telehealth laws and regulations. • Monitor billing systems for ongoing telehealth engagement.	Clinical Services Division Manager Subrecipient Supervisor	Telehealth metrics Patient satisfaction surveys

Objective 2.2 From April 1, 2025 – March 31, 2026, and annually thereafter through March 31, 2027, the project will maintain same-day/next-day appointment availability. CCHHS will offer up to two Saturday clinics each month. The subrecipient site will continue with nontraditional hours from April 1, 2025, through March 31, 2026.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Same day/next day appointment and CCHHS Saturdays: April 1, 2025 – March 31, 2026, then annually through March 31, 2027 – See Activities for DCCH	• Service sites will offer same day / next day availability via appointments and/or walk-ins. • CCHHS remains open through the lunch hour and offers Saturday hours up to two times per month. • DCCH will continue with nontraditional hours (i.e., Wednesday starting at 0730 and Thursday appointments until 1800).	Clinical Services Division Manager Subrecipient Supervisor	Clinic scheduling metric in EHR Patient satisfaction surveys

Objective 2.3. From April 1, 2025- March 31, 2026, and annually through March 31, 2027, CCHHS will update the marketing plan that addresses written and social media forms of public engagement and education regarding family planning and related preventive health. CCHHS will engage a Title X Family Planning Advisory Board annually to seek input on expanding and improving access. Evaluation and implementation of suggested changes will occur within 6 months of identification.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Update CCHHS Marketing Plan annually to March 31, 2027 Title X Advisory Board November 2024 and annually to March 31, 2027	• CCHHS will update the written and social media marketing plan annually in December for the following year. • CCHHS will plan, develop, and post messages on social media with the assistance of the CCHHS Public Health Communication Specialist. • Subrecipient will work with CCHHS Public Health Communication Specialist to update all social media platforms, adding Instagram and updating website throughout the year, April 1, 2024 – March 31, 2025. • Subrecipient will add accessible content to platforms, making it user-friendly, easy to understand, and how to access services, and registration forms will be added to the webpage for easier access for clients. • A Title X Advisory Board will be convened with an access and utilization focus. • Implement recommended interventions.	Clinical Services Division Manager Advisory Board Committee members	Updated Marketing Plan Meeting Minutes

Objective 2.4: In June and November 2025, and biannually thereafter through March 31, 2027, CCHHS will facilitate a bi-annual client-based Information and Education (I&E) Committee and evaluate 100% of family planning educational materials. Approved educational materials will be reviewed every 3 years. The committee will meet the guidelines as outlined in 42 CFR 59.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
The Information and Education (I&E) Committee will meet in June and November 2025 and continue biannually in June and November through 2027	• Conduct educational material review. • Conduct ongoing evaluation of educational materials for reading level and culturally sensitive content. • Complete client review, staff review, and medical review for newly introduced educational materials. • Review educational materials every 3 years.	Clinical Services Division Manager I & E Committee Members	Meeting Minutes Spreadsheet of material evaluated

Subrecipient monitoring for Goal 2, Objective 2.1, 2.2, 2.3, 2.4: Minimum evaluation of the subrecipient site: monthly FPAR review, quarterly fiscal data review, including an annual fiscal, clinical, and administrative site visit review by CCHHS Clinical Services Manager and Fiscal Grant Analyst utilizing the OPA Program Review Tool.

Office of Population Affairs Program Priority # 1: Advancing health equity t/o the delivery of Title X family planning services, and implementing a QI/QA plan, including and not limited to, collecting, reporting, and using FPAR 2.0 data.

DISPARITY IMPACT STATEMENT I: In the projected service area, 7.4-14.3% of residents are foreign-born. Of these foreign-born, 50-68% had a place of birth in Latin America, and 10-22% speak a language other than English (Spanish). Individuals of Hispanic ethnicity have lower median household incomes and often work in the Leisure and Hospitality industry, where median incomes are 47-58% lower overall. By census tracts as many as 21.6% – 59.1% of those of Hispanic ethnicity have incomes that fall below the FPL and for those with low incomes from 16.8% to 67.6% are uninsured, putting these individuals at greater risk for issues with accessing needed family planning and preventive health services from traditional insurance and payment-based health systems. Thus, this project will focus efforts on increasing staff and organizational competencies while also addressing the disparities in service access within the Hispanic population.

DISPARITY IMPACT STATEMENT II: In the projected service area, there are 9,866 adolescents between the ages of 12 and 19 years. Children <18 years of age live in poverty at a rate of 12.4-18.0%, those 15-19 years of age have pregnancy rates of 15.8% in Douglas County and 30.5% in Carson City, and adolescent Chlamydia is on the rise from the prior year within this age group. As pregnancy/birth rates for the time of the pandemic are not yet available and it is expected that the impact of the stay-at-home orders, hybrid classrooms, and unemployment that reached upwards of 21% in 2020 with the projected service area are projected to reverse positive gains in teen pregnancy prevention efforts and increase adolescent disparities in pregnancy, birth rates, chlamydia rates as well as overall health outcomes, this project will focus on improving access to family planning and preventive services for adolescents.

GOAL 3: This project area will implement quality improvement and quality assurance activities to be able to implement FPAR 2.0, address health disparities, and assure overall quality of family planning and preventive health services within the project.			
Objective 3.1 From April 1, 2025– March 31, 2026, and annually through March 31, 2027, this project will submit FPAR 2.0 encounter-level data for calendar year 2025, and annually through March 31, 2027.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: FPAR 2.0 encounter-level data for calendar year 2025. January-December by the federal due date in February of 2026	• Collaborate with eClinicalWorks FPAR staff to ensure readiness and implement FPAR 2.0 for calendar year 2025 data, with entry scheduled for February 2026. • Update staff training for FPAR 2.0 data. • Configure EHR to capture required FPAR 2.0 data. • Review FPAR 2.0 data monthly until accuracy validated, then at least quarterly.	Clinical Services Division Manager	FPAR 2.0 data and submissions

Objective 3.2: From April 1, 2025 – March 31, 2026, and annually through March 31, 2027, quality improvement activities in this project will advance health equity, improve quality, and help eliminate health care disparities by increasing access to identified populations. At least 75% of the program participants will have an income below 138% FPL, 30% of program participants will be low-income and/or uninsured individuals of Hispanic ethnicity, and at least 15% of the population served will be adolescents.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Continue staff training and implementation of CLAS Communication Strategies from April 1, 2025, through March 31, 2026 Ongoing actions to address disparities will be developed and implement by June each year from 2025 – 2026	• Continue to conduct staff training on National Standards for Culturally and Linguistically Appropriate Services (CLAS), as needed. • Collect data (age, ethnicity, income, insurance status, LGBTQ+) annually. • Annually monitor the impact of health disparities and implementation of CLAS on health equity, outcomes, and service delivery. • Conduct QI meetings with a standing agenda item to review & monitor data at least annually.	Clinical Services Division Manager Service Site QI Committees	QI minutes QI plan QI Story Board Data Reports Data Analysis Documentation on Implementation6807 of CLAS

Demographic, survey data evaluation annually, November – December through 2026 DCCH staff biannually will conduct in-school sexual health education at Douglas High per the school's timeline preference CCHHS staff will conduct facility tours for the Freshman Health class annually in May, continuing through 2026.	• Continue to implement CLAS Communication and Language Standards, as needed - provide easy-to-understand print/multimedia materials/signage in the languages commonly used and evaluate clinic environments to ensure priority groups are represented and feel welcomed (e.g., clinic registration/forms, outreach material, brochures, and posters on the wall representative of priority groups). • Survey current clients who represent priority groups to help identify access barriers. • Meet with local Family Life Committees to discuss adolescent education and engagement. DCCH will continue in-school sexual health instruction, including education about STIs, family planning, and safe sex practices. Additionally, CCHHS will continue to offer annual health class tours of the family planning facility during school hours. • Promote a CLAS priority that recruits, promotes, and supports a workforce that is responsive to the population, with culturally representative and Spanish-speaking availability when clients schedule or present. • Conduct outreach to community groups currently serving priority groups for referral. • Survey the social media preferred by priority groups and develop campaigns through those platforms and increase social media presence. • Make programmatic adjustments and implement services in accordance with cultural and linguistic needs identified from data, priority, and community groups.		Documentation of adolescent engagement

Objective 3.3. From April 1, 2025 – March 31, 2026, through quality assurance activities, CCHHS staff will optimize quality services for all clients through 10 quarterly chart audits, quarterly FPAR audits, and ongoing electronic client satisfaction surveys issued following each patient visit. Audits will review the percentage of highly and moderately effective birth control methods utilized and reflect 85% of women <25 years screened for Chlamydia, 85% of individuals screened for HIV testing per 2021 CDC Guidelines, and 85% of clients who received reproductive life planning, and an ongoing client satisfaction rate of 90%.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
FPAR, chart audits and management review of QA - July 2025 October 2025, January 2026, April 2026 through 2027 Biannual QA material to QI team – September and March each budget period to 2027	• Perform 10 -15 chart audits quarterly, per clinical site. • Present audit results to the QI Team biannually. • Medical Director to conduct ongoing review of charts. • Perform quarterly FPAR audits. • Continue sending electronic satisfaction surveys to patients following each visit. • Conduct annual evaluation of clinical services based on chart audits, FPAR data, and satisfaction survey by the Quality Improvement Team. • Initiate improvement activities as identified	Clinical Services Division Manager Subrecipient Supervisor CCHHS and subrecipient site QI Committee	Chart audit documentation and satisfaction survey results. QI meeting minutes of evaluation and actions taken related to QA and QI activities

Subrecipient monitoring for Goal 3, Objective 3.1, 3.2: Minimum evaluation of the subrecipient site: monthly FPAR review, quarterly fiscal data review, including an annual fiscal, clinical, and administrative site visit review by CCHHS Clinical Services Manager and Fiscal/Grant Analyst utilizing the OPA Program Review Tool.

Objective 3.4. From April 1, 2025 – March 31, 2026, with the introduction of the Quality Family Practice (QFP) recognized as best practice, 100 % of Clinic Services staff at CCHHS and DCCH will read the QFP. Identify opportunities to improve patient-centered care.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION

All Clinic staff to read and acknowledge by April 1, 2025	• Read the QFP • Identify opportunities for improvement	Service Sites RNs and APRNs Oversight: Clinical Services Division Manager	Acknowledgement of completion. QI meeting minutes

Subrecipient monitoring for Goal 3, Objective 3.4: Signed acknowledgement or email notification of completion administrative site visit review by CCHHS Clinical Services Manager OPA Program Review Tool.

SUB RECIPIENT													
Subgrantee - DCCH - PERSONNEL		Title X Time - Paid from Title X Grant	County General Fund, State Family Planning Grant		Program Income		Total FTE spent in Family Planning Project	Title X Grant Request	County General Fund, State Family Planning Grant		Program Income		
Tamara Baumann, APRN	$ 143,139	0.10	0.90		0.00		0.30	$14,314	$128,825		$0		$143,139
Noemi Aschenbach, RN	$ 131,473	0.13	0.87		0.00		0.53	$17,091	$114,382		$0		$131,473
Rachael Rasner, RN	$ 131,473	0.00	1.00		0.00		0.20	$0	$131,473		$0		$131,473
Destiny Marin, Management Assistant	$ 48,980	0.00	1.00		0.00		0.20	$0	$48,980		$0		$48,980
Karina Hererra, Clerical Hourly	$ 55,136	0.00	1.00		0.00		0.20	$0	$55,136		$0		$55,136
Lisa Torres	$ 80,765	0.00	1.00		0.00		0.20	$0	$80,765		$0		$80,765
Jodi Martinez, Manager	$ 104,598	0.00	1.00		0.00		0.20	$0	$104,598		$0		$104,598
Subgrantee - DCCH - FRINGE													
Tamara Baumann, APRN	$ 56,300	0.10	0.90		0.00		0.30	$5,630	$50,670		$0		$56,300
Noemi Aschenbach, RN	$ 48,824	0.13	0.87		0.00		0.53	$6,347	$42,477		$0		$48,824
Rachael Rasner, RN	$ 50,922	0.00	1.00		0.00		0.20	$0	$50,922		$0		$50,922
Destiny Marin, Management Assistant	$ 22,627	0.00	1.00		0.00		0.20	$0	$22,627		$0		$22,627
Karina Hererra, Clerical Hourly	$ 27,926	0.00	1.00		0.00		0.20	$0	$27,926		$0		$27,926
Lisa Torres, Adminstrative Assistant	$ 36,741	0.00	1.00		0.00		0.20	$0	$36,741		$0		$36,741
Jodi Qualls, Manager	$ 45,652	0.00	1.00		$0		0.20	$0	$45,652		$0		$45,652
Subgrantee - DCCH - TRAVEL AND TRAINING	Registration	Airfare -	Hotel		Per-Diem		Misc (Toll/Taxis						
Subgrantee - DCCH - OPERATING		**Unit Cost**	**Quantity**										
Clinic Medical Supplies - Est. $2 each- 1500 encounters		$2	1500								$3,000		$3,000
Laboratory Supplies													$0
Pregnancy Test Kits		$1.00	200								$200		$200
Urinalysis		$1.00	75								$75		$75
STI Test Kits		$20.99	225								$4,723		$4,723
Pap Tests Kits + Reading Fee		$38.48	150								$5,772		$5,772
Visby CT/GC/Trich		$61.00	10								$610		$610
HIV Syphilis Test		$15.00	50								$750		$750
HIV Tests (Rapid)		$10.00	200						$2,000				$2,000
Contraceptive Methods/Medications													$0
Nonhormonal Methods													$0
Condoms (Unit = 1,000/case)		$98	2								$196		$196
Paragard		$252	10						$2,520				$2,520
Hormonal Methods													$0
Aviane		$1.64	35								$57		$57
Heather		$1.02	35								$36		$36
Kyleena IUD		$710	5								$3,550		$3,550
Liletta		$100	5								$500		$500
Medroxyprogesterone		$38.29	130								$4,978		$4,978
Microgestin		$3.97	20								$79		$79
Microgestin/Junel		$3.15	5								$16		$16
Mirena IUD		$408	20						$8,160				$8,160
Nexplanon		$546	30						$16,380				$16,380
Nortrel		$2.55	20								$51		$51
Nuvaring		$0.01	25								$0		$0

Emergency Contraception (My Way)		$1.43	10								$14		$14
Emergency Contraception (Ella)		$16.47	10								$165		$165
Portia		$0.37	5								$2		$2
Sprintec		$1.39	50								$70		$70
TriloSprintec		$1.20	5								$6		$6
Trisprintec		$1.58	50								$79		$79
Yasmin		$0.79	25								$20		$20
Apri/Reclipsen		$1.80	80								$144		$144
Office Supplies													$0
General Office Supplies		$100	12								$1,200		$1,200
													$0
DCCH Medical Director /Collaborating Physician		$750	12								$9,000		$9,000
Clinical Pharmacy Services		$306	12						$3,672				$3,672
CDCCH - Claimes Clearing House - Trizetto -		$164	12								$1,968		$1,968
DCCH Professional Services Contract Billing		$708	6								$4,248		$4,248
DCCH eClinicalWorks		$236	12								$2,832		$2,832
CONTRACTUAL TOTAL								**$43,383**	**$973,905**		**$44,340**		**$1,061,628**

Carson City Health & Human Services

INVOICE	**DCSS25-Q2**
Grant #	FPHPA006602-04
Budget Acct:	G680025007
GL #:	2756800-501225
Category:	G-CONT SVC
Draw #:	1

REQUEST FOR REIMBURSEMENT

Program Name: City of Carson City Health & Human Services Family Planning & Preventitive Health Services Project	**Subgrantee Name:** Douglas County Social Services DBA Douglas County Community Health
Address: 201 N. Carson St Carson City, NV 89701	**Address:** PO Box 218 Minden, NV 89423
Subgrant Period: July 1, 2025 through March 31, 2026	**Subgrantee EIN #:** 88-6000031 **Subgrantee Vendor #:** 608 **UEI#** KE5GF37F6F95

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s): **July-September** **Calendar Year:** **2025**

	Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1	Personnel	$ 31,861.00	$ 0.00	$ 0.00	$ 0.00	$ 31,861.00	0.00%
2	Contract/Consultant	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
3	Travel	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
4	Equipment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
3	Operating	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
6	Other	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
7	Indirect	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
8	**Total**	$ 31,861.00	$ 0.00	$ 0.00	$ 0.00	$ 31,861.00	0.00%

This report is true and correct to the best of my knowledge.

Authorized Signature Title Date

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DEPARTMENT USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

Clinic Services Manager (as required): _____ Date: _____

Douglas County Community Health
Title X Reimbursement Worksheet
July-September 2025

PERSONNEL	TITLE	DESCRIPTION	Amount
		PERSONNEL TOTAL	**$0.00**

CONTRACTUAL	DESCRIPTION	Amount
	TOTAL	**$0.00**

TRAVEL (Name of Traveler)	Travel Dates	To	Mileage	Lodging & Per Diem	AirFare & Misc	Purpose/ Description	Amount
							$0.00
							$0.00
							$0.00
						TRAVEL TOTAL	**$0.00**

EQUIPMENT	DESCRIPTION	Amount
	EQUIPMENT TOTAL	**$0.00**

OPERATING/SUPPLIES	DESCRIPTION	Amount
	OPERATING TOTAL	**$0.00**

OTHER	DESCRIPTION	Amount
	OTHER TOTAL	**$0.00**

INDIRECT	DESCRIPTION	Amount
	INDIRECT TOTAL	**$0.00**
	TOTAL EXPENDITURES	***$0.00***

Carson City Health & Human Services

INVOICE	**DCSS25-Q3**
Grant #	FPHPA006602-04
Budget Acct:	G680025007
GL #:	2756800-501225
Category:	G-CONT SVC
Draw #:	2

REQUEST FOR REIMBURSEMENT

Program Name: City of Carson City Health & Human Services Family Planning & Preventitive Health Services Project	**Subgrantee Name:** Douglas County Social Services DBA Douglas County Community Health
Address: 201 N. Carson St Carson City, NV 89701	**Address:** PO Box 218 Minden, NV 89423
Subgrant Period: July 1, 2025 through March 31, 2026	**Subgrantee EIN #:** 88-6000031 **Subgrantee Vendor #:** 608 **UEI#** KE5GF37F6F95

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s): **October-December** **Calendar Year:** **2025**

	Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1	Personnel	$ 31,861.00	$ 0.00	$ 0.00	$ 0.00	$ 31,861.00	0.00%
2	Contract/Consultant	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
3	Travel	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
4	Equipment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
3	Operating	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
6	Other	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
7	Indirect	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
8	**Total**	$ 31,861.00	$ 0.00	$ 0.00	$ 0.00	$ 31,861.00	0.00%

This report is true and correct to the best of my knowledge.

Authorized Signature Title Date

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DEPARTMENT USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

Clinic Services Manager (as required): _____ Date: _____

Douglas County Community Health
Title X Reimbursement Worksheet
October-December 2025

PERSONNEL	TITLE	DESCRIPTION	Amount
		PERSONNEL TOTAL	**$0.00**

CONTRACTUAL	DESCRIPTION	Amount
	TOTAL	**$0.00**

TRAVEL (Name of Traveler)	Travel Dates	To	Mileage	Lodging & Per Diem	AirFare & Misc	Purpose/ Description	Amount
							$0.00
							$0.00
							$0.00
					TRAVEL TOTAL		**$0.00**

EQUIPMENT	DESCRIPTION	Amount
	EQUIPMENT TOTAL	**$0.00**

OPERATING/SUPPLIES	DESCRIPTION	Amount
	OPERATING TOTAL	**$0.00**

OTHER	DESCRIPTION	Amount
	OTHER TOTAL	**$0.00**

INDIRECT	DESCRIPTION	Amount
	INDIRECT TOTAL	**$0.00**
	TOTAL EXPENDITURES	***$0.00***

Carson City Health & Human Services

INVOICE	**DCSS25-Q4**
Grant #	FPHPA006602-04
Budget Acct:	G680025007
GL #:	2756800-501225
Category:	G-CONT SVC
Draw #:	3

REQUEST FOR REIMBURSEMENT

Program Name: City of Carson City Health & Human Services Family Planning & Preventitive Health Services Project	**Subgrantee Name:** Douglas County Social Services DBA Douglas County Community Health
Address: 201 N. Carson St Carson City, NV 89701	**Address:** PO Box 218 Minden, NV 89423
Subgrant Period: July 1, 2025 through March 31, 2026	**Subgrantee EIN #:** 88-6000031 **Subgrantee Vendor #:** 608 **UEI#** KE5GF37F6F95

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s): **January-March** **Calendar Year:** **2026**

	Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1	Personnel	$ 31,861.00	$ 0.00	$ 0.00	$ 0.00	$ 31,861.00	0.00%
2	Contract/Consultant	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
3	Travel	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
4	Equipment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
3	Operating	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
6	Other	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
7	Indirect	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%
8	**Total**	$ 31,861.00	$ 0.00	$ 0.00	$ 0.00	$ 31,861.00	0.00%

This report is true and correct to the best of my knowledge.

Authorized Signature Title Date

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DEPARTMENT USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

Clinic Services Manager (as required): _____ Date: _____

Douglas County Community Health
Title X Reimbursement Worksheet
January - March 2026

PERSONNEL	TITLE	DESCRIPTION	Amount
		PERSONNEL TOTAL	**$0.00**

CONTRACTUAL	DESCRIPTION	Amount
	TOTAL	**$0.00**

TRAVEL (Name of Traveler)	Travel Dates	To	Mileage	Lodging & Per Diem	AirFare & Misc	Purpose/ Description	Amount
							$0.00
							$0.00
							$0.00
						TRAVEL TOTAL	**$0.00**

EQUIPMENT	DESCRIPTION	Amount
	EQUIPMENT TOTAL	**$0.00**

OPERATING/SUPPLIES	DESCRIPTION	Amount
	OPERATING TOTAL	**$0.00**

OTHER	DESCRIPTION	Amount
	OTHER TOTAL	**$0.00**

INDIRECT	DESCRIPTION	Amount
	INDIRECT TOTAL	**$0.00**
	TOTAL EXPENDITURES	***$0.00***

FAMILY PLANNING EXPENDITURE / REVENUE REPORT

AGENCY NAME:

PERIOD: ☐ April 1 - June 30, ____ ☐ July 1 - September 30, ____ ☐ October 1 - December 31, ____ ☐ January 1 - March 31, ____

COMPLETED BY AND PHONE#:

DATE:

EXPENDITURES

	Column (A)	Column (B)	Column (C)	Column (D)
	Title X Funding	Family Planning Program Generated Income	State /Local General Funds and Other Funds	Combined Total
Personal Services				
Salary	$ -	$ -	$ -	$ -
Fringe @ %	-	-	-	-
Subtotal Personal Services	$ -	$ -	$ -	$ -
Contractual Services				
Clinician personnel (Physician, Nurse Practitioner, etc.)	$ -	$ -	$ -	$ -
Other	-	-	-	-
Subtotal Contractual Services	$ -	$ -	$ -	$ -
Operating Expenses				
Contraceptive methods (birth control pills, IUDs, implants, condoms, etc.)	$ -	$ -	$ -	$ -
Training (staff training, educational programs)	-	-	-	-
Travel (dollars spent for travel not related to training)	-	-	-	-
Chlamydia tests	-	-	-	-
Lab and x-rays	-	-	-	-
Educational materials (brochures, etc)	-	-	-	-
Clinical supplies	-	-	-	-
Office operating supplies (papers, charts, pens, etc.)	-	-	-	-
Office expense (rent, utilities, maintenance)	-	-	-	-
Other (specify)	-	-	-	-
Equipment (include any single item costing >$5,000)	-	-	-	-
Subtotal Operating Expenses	$ -	$ -	$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -
Indirect Costs @ %	$ -	$ -	$ -	$ -
	-	-	-	-
TOTAL EXPENDITURES	$ -	$ -	$ -	$ -
In-kind	$ -	$ -	$ -	$ -
TOTAL COSTS	$ -	$ -	$ -	$ -

REVENUES

	Title X Funding	Family Planning Program Generated Income	State /Local General Funds and Other Funds	Combined Total
Title X Family Planning	$ -	$ -	$ -	$ -
Client fees	-	-	-	-
Client donations	-	-	-	-
Medicaid	-	-	-	-
State Children's Health Ins (CHP+)	-	-	-	-
State General Funds	-	-	-	-
Other State Allocations	-	-	-	-
Local government-County and/or City grants and contracts	-	-	-	-
In-kind (Other Donations, Volunteers))	-	-	-	-
Other public health insurance (TRICARE/CHAMPUS, CHAMPVA)	-	-	-	-
Private health insurance	-	-	-	-
Other (specify private grants, fundraising, MCH, Social Service Block grant, Medicare, etc)	-	-	-	-
Other (specify private grants, fundraising, MCH, Social Service Block grant, Medicare, etc)	-	-	-	-
TOTAL	$ -	$ -	$ -	$ -
Unspent Funds - This Period	$ -	$ -	$ -	$ -
Unspent Funds - Prior Periods	-	-		$ -
Balance Unspent Funds	$ -	$ -	$ -	$ -

Has your agency used Title X funds to purchase any single piece of equipment valued at $5,000 during this period? ___ Yes ___ No

CERTIFICATE: I certify that revenues reported were authorized for use by the agency only in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

PREPARED BY PHONE

AUTHORIZED AGENT DATE

FAMILY PLANNING GRANT PROGRAM
SUBGRANT AGREEMENT July 1, 2025 – MARCH 31, 2026
CARSON CITY, NEVADA

THIS AGREEMENT is entered into by and between **Carson City**, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as the "Grantee") and **Douglas County, Nevada**, (hereinafter referred to as the "Subgrantee"). The Grantee and the Subgrantee may be individually referred to as "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, Carson City is the designated Grantee on this Agreement, having accepted a Title X – "Population Research and Voluntary Family Planning Programs" grant, awarded to the Grantee by the United States Department of Health and Human Services under Section 1001 of the Public Health Service Act, 42, U.S.C. 300, et. Seq.; and

WHEREAS, the mission of this federal grant program is to provide individuals the information and means to exercise personal choice in determining the number and spacing of their children; and

WHEREAS, a certain portion of those funds are designated for public family planning services in Douglas County; and

WHEREAS, the Grantee has adopted a Work Plan (Attachment 1) and a Carson City Health and Human Services ("CCHHS") Title X Program Standards and Policy Manual (https://opa.hhs.gov/sites/default/files/2022-08/title-x-program-handbook-july-2022-508-updated.pdf); and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, the Grantee is undertaking certain activities, programs and services necessary for the planning, implementation or execution of the Work Plan to address the public service needs; and

WHEREAS, the Program outlined in this Agreement has been designated by the Grantee as consistent with the Work Plan's objectives of family planning care or access to such services, which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents); and

WHEREAS, Grantee desires to pass through funds to the Subgrantee Agency in an amount up to **$15,075 from July 1, 2025 to March 31, 2026** to assist the Subgrantee in meeting the requirements under the Work Plan; and,

WHEREAS, the Subgrantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Subgrantee agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties do agree as follows:

FILED
NO. DC-2631-2025
8/26/25
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY _____ **DEPUTY**

A. TERM

This Agreement will become effective on **July 1, 2025, and terminate on March 31, 2026. The current project period ends March 31, 2027. The current budget period ends March 31, 2026**. Funding for additional annual budget periods will be contingent on continued funding being obtained.

B. SCOPE OF WORK

1. Any desired changes to the Scope of Work must be submitted to the Grantee in writing for review and approval. If approved, the written submittal will become an amendment to this Agreement and will be considered incorporated into this Agreement.

2. **Title X comprehensive family planning services will be provided by the Subgrantee to 646 unduplicated clients.** At a minimum, family planning services provided by the Subgrantee should include contraceptive services, pregnancy testing and counseling, assistance with achieving pregnancy, basic infertility services, preconception health, and STI services.

3. Subgrantee's employees or agents must be trained and equipped to offer these services. Subgrantee is also expected to ensure family planning clients have access to related and other preventive health services on-site or by referral as defined below:

    a. **Related Preventive Health Services** are considered to be beneficial to reproductive health, are closely linked to family planning services, and are appropriate to deliver in the context of a family planning visit but do not contribute directly to achieving or preventing pregnancy (e.g., breast and cervical cancer screening). Subgrantee's employees and agents should be trained and equipped to offer these services onsite or by referral.

    b. **Other Preventive Health Services** include preventive services for women that are not listed above as well as preventive services for men. Screening for lipid disorders, skin cancer, colorectal cancer, or osteoporosis are examples of this type of service. Although important in the context of primary care, these have no direct link to family planning services. These services should be made available by referral for clients without another source of primary care.

4. In the performance of its duties under this Agreement, Subgrantee represents, agrees, and warrants that it will maintain strict compliance with:

    a. The functions and services identified in the Title X Work Plan as it applies to Douglas County.

    b. The intent of the Title X Family Planning Program, in that clients served must be in need of the services. Sterilization is not funded under this Agreement.

    c. The requirement to provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status or durational residency.

    d. Requirements and limitations with respect to post-conception activities contained in the Code of Federal Regulation ("CFR") 42 CFR 59.14(a) ("A Title X project may not perform, promote, refer for, or support abortion as a method of family planning.")

e. The requirement that Title X funds will not be used in whole or in part to advocate or promote gun control.

f. Title X Assurances including, without limitation, the rules and regulations contained in 2 CFR Part 200 and 45 CFR Part 75.

g. The standards listed on the Office of Populations Affairs ("OPA") website regarding Title X.

h. Any and all Department of Health and Human Services Title X regulations contained in CFR 42 Part 59, including Sections 59.2, 59.5, 59.6, 59.9, 59.10, and 59.11, and any other rule or regulation governing the performance of the services by Subgrantee under this Agreement.

i. The definition of "***Program Income***" contained in the Office of Management and Budget ("***OMB***") 2 CFR 200.1 and 200.307.

j. The following requirement regarding Subgrantee Contribution: Subgrantee Contribution means the amount of total revenue exclusive of Title X income. It includes program income (i.e. third-party payments for services and patient collection fees), donations, local and State government contributions, agency in-kind and agency contributions. The Subgrantee Contribution, including in-kind, can only be from non-Federal funds excluding Title V, must be allowable by Federal regulations, cannot be used by more than one project, and must be auditable. The Subgrantee Contribution must be tracked and verified. Failure to provide the required amount will result in the disallowance of Federal funds.

k. The requirement that Title X grant be the payer of last resort. Title X funding is not to be used for services that can be reimbursed by other sources such as third-party payers, state, or other federal programs. It is expected that a large portion of the family planning program's revenue will come from third party payments, revenues received from client fees and client donations, and agency contributions. Title X funds may be used to support the provision of family planning clinical services for un- and under-insured clients, staff training and development, Quality Assurance and Quality Improvement activities, participation in performance improvement projects, publicity and outreach, IT support for encounter and fiscal reporting, staff salaries, and other infrastructure costs.

l. The requirement that Title X subsidized services must be for fertile adults and adolescents in need of family planning services with an income at or below 250% of the current Federal Poverty Level (FPL).

m. The requirement to provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.

n. **The Title X 2021 Final Rule found at https://opa.hhs.gov/2021TitleXRule went into effect November 8, 2021.** This rule restored access to equitable, affordable, client-centered, quality family planning services for more Americans. Ensuring such access for all clients, especially for low-income clients, in the Title X program creates opportunities for realigning the nation's family planning program with nationally recognized standards of care and improving the health of communities that have been historically underserved.

The 2021 regulations also reinforce the program's central tenets of quality, equity, and dignity for all individuals who seek Title X services.

o. "Provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care" (42 CFR 59.5(a)(8)).

p. Program Requirements for Title X Funded Family Planning Projects. **https://opa.hhs.gov/grant-programs/title-x-service-grants**

q. OPA Program Policy Notices.

r. MMWR Quality Family Planning Program Guidelines.

s. The Grantee's Title X Program Standards and Policy Manual and all other regulations as applicable.

t. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

u. The Grantee's Client Data Projections as described in the Project Work Plan.

v. The Health Insurance Portability and Accountability Act (HIPAA). The Parties acknowledge that Subgrantee is a "***covered entity***" as defined in 45 CFR 160.103 of HIPAA and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Grantee acknowledges that it may obtain confidential personal health information of patients of the Subgrantee in the course of the Grantee's performance under the terms of the Title X grant. "***Confidential personal health information***" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience with the Subgrantee, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience with the Subgrantee's program. The Grantee agrees to maintain the privacy and confidentiality of information it may obtain in the course of the Subgrantee's performance under this Agreement. In addition, the Subgrantee agrees that:

   i. Any confidential personal health information that the Grantee may obtain shall remain the sole property of the Subgrantee.

   ii. The Grantee shall establish and maintain procedures and controls that are acceptable to Subgrantee to assure that no confidential personal health information contained in its records or obtained from Subgrantee or from others in carrying out its functions under this Agreement shall be used by or disclosed by Grantee, its agents, officers, employees or subcontractor, except as required in the performance of its obligations under the terms of this Agreement.

   iii. The Grantee shall not remove any identifying personal health information from Subgrantee's premises.

iv. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of the Grantee as needed for the performance of its duties under this Agreement or to the Subgrantee.

C. REPORTING REQUIREMENTS

1. Encounter data for the Family Planning Annual Report and other needed reporting must be submitted via email to the CCHHS Clinical Services Manager.

2. The Subgrantee is responsible to ensure that clean and complete encounter data is received by the Grantee no less frequently than on a quarterly basis and is due no later than 15 days after the end of each required reporting period. Encounter data elements and format are described in the Federal Family Planning Annual Report Requirements ("FPAR").

3. Additionally, the Subgrantee agrees to provide: a complete financial accounting of all the expenditures to CCHHS fiscal staff no less frequently than on a quarterly basis and is due no later than 15 days after the end of each required reporting period and within 30 days of the close of the subgrant period. Any unobligated funds shall be returned to CCHHS at that time, or if not already requested shall be deducted from the final award.

4. The Subgrantee will submit to Grantee encounter level FPAR data, financial reports and any special project report(s) for the following periods and by the following due dates:

FPAR and Financial Reporting Period	Due Date
July 1, 2025 – September 30, 2025	**October 9, 2025**
October 1, 2025 – December 31, 2025	**January 8, 2026**
January 1, 2026 – March 31, 2026	**April 8, 2026 (Budget Close Out)**

5. The Subgrantee will submit to the Grantee additional statistical, or program, or expenditure information as requested or required by CCHHS.

D. REQUESTS FOR REIMBURSEMENT

1. The Grantee agrees to reimburse monies up to a maximum amount of **$15,075** during the Term to the Subgrantee for the services performed in the Scope of Work. The Grantee will not reimburse more than 1/9 (9-month grant) increments for the Term month to date.

2. The Grantee's total Family Planning Program Budget which includes all revenues and expenses for Title X-funded site(s) is attached as Attachment 2 and incorporated into this Agreement.

3. The Subgrantee agrees to request reimbursement according to the specified schedule for the actual expenses incurred related to the Scope of Work during the subgrant period using the attached Request for Reimbursement (Attachment 3) and Family Planning Income and Expense Report (Attachment 4). Where applicable, quarterly reports are to be brief. The mid-year and the annual reports must be full reports.

4. Reimbursement is contingent upon all of the following:

   a. The Grantee's receipt of monies in the amount specified in the Notice of Grant Award for the applicable funding period; the Grantee shall inform the Subgrantee within three

working days of any notice received by it from the Grantor of any intent by the Grantor to reduce the amount of available funds.

b. The Grantee's sole determination of satisfactory performance of the Subgrantee.

c. The Subgrantee's **timely submission** of financial, encounter, and statistical reports.

d. The Grantee's receipt of all quarterly reports.

e. The Subgrantee must have a financial management system in place to be able to effectively separate out grant funds, revenue, and expenses.

f. The Subgrantee agrees to abide by the rule that Title X funds shall not be used to pay the salary of an individual at a rate in excess of the Federal Executive Level II pay scale amount of $189,600.

g. The Subgrantee agrees to submit a list of any contractors or independent consultants providing Title X-covered services expected to be performed within 30 days of the execution of this Agreement, or 30 days after any subsequent engagement of any subcontractors or independent consultants and will also provide to Grantee a copy of any relevant contracts or agreements within 30 days. Any work performed by outside entities must be in compliance with all applicable laws and Title X regulations and guidelines.

h. All family planning program-related money received by Subgrantee is committed to the family planning program and requires Grantee's expenditure approval in the Budget or by subsequent budget modification subject to the limitations provided in section E of this Agreement (PROGRAM OR BUDGET MODIFICATIONS). In accepting this Agreement, Subgrantee stipulates that the Agreement and any activities under the Agreement are subject to all provisions of 42 CFR Part 59 and OMB Circular A-110 currently in effect or implemented during the period of the Agreement as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements PROVIDED in 45 CFR Part 75 as amended from time to time.

i. Requests for reimbursement will be accompanied by supporting documentation including a line-item description of expenses incurred. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, agreements, bid/procurement process documentation, lease agreements, agendas, meeting sign-in/attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (AEL), Central Contractor Registry (CCR), Excluded Parties Listing (EPLS) and must be cross referenced to approved budgets.

E. PROGRAM OR BUDGET MODIFICATIONS

1. Any requests to modify this Agreement must be submitted in writing by the Subgrantee and must be approved by the Grantee prior to implementation subject to the Grantee's sole and absolute discretion.

2. The Subgrantee must submit written requests for any change in the project including, but not limited to, AFHP Agency Health Center Report, Client Data Summary, Budget, and/or Agreement. The Grantee will determine whether changes require an Agreement revision or amendment.

3. The Subgrantee must submit Budget modification requests for prior approval by the Grantee in any of the following instances:

   a. Request for the Grantee allocations of additional funds beyond the specified base amount; the Grantee requires submission of a revised Budget within 30 days of issuance before amended funds can be disbursed.

   b. The Subgrantee reductions of amounts to be reimbursed; or changes to Budget representing a variance of 10% of any individual Budget category.

   c. Changes in policies, procedures, and/or forms related to the project must be submitted in writing to the Grantee for approval prior to implementation.

   d. The Subgrantee must notify the Grantee of changes in key clinical or management personnel, including administrative officers and Title X program directors within 15 days of change.

F. PROHIBITION ON LOBBYING

Grant funds may only be used to complete the Scope of Work and may not be used for the purposes of lobbying (as defined by The Anti-Lobbying Act, 18 U.S.C. §1913 and anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. §1352).

G. CHARGES, BILLING, AND COLLECTION PROCEDURES

1. Section 8.4 of the Program Requirements and Section 59.5 of the Title X Regulations provide specific characteristics for charging, billing, and collections in a Title X program. To ensure the dignity, accessibility, and confidentiality of family planning services, clients are charged on a sliding fee scale based on federal poverty guidelines. Collection practices must respect the confidentiality of services. At no time may services be denied because of inability to pay. Where confidential services are not requested, eligibility is determined using the minor's family income.

2. The Subgrantee must provide the methodology which allows fees above 250% of FPL that approximates Subgrantee's cost of providing services. Charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)). These costs should include office visits, lab work and contraceptive supplies. The methodology must be in writing and be both valid and reliable.

H. SPECIAL CONDITIONS OF FUNDING AGENCY

The Subgrantee agrees to abide by and comply with any special conditions imposed by the funding agency. The following are the Title X Program Priorities and Key Issues:

Current Program Priorities (Title X Program Handbook (July 2022) (hhs.gov)

1. **Assuring innovative quality family planning and related preventive health services that lead to improved reproductive health outcomes and overall optimal health, which is defined as a state of complete physical, mental and social well-being and not merely the absence of disease. Guidance regarding the delivery of quality family planning services is spelled out in the April 25, 2014, MMWR, Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs. Periodic updates have been made to this publication and are available on the Quality Family Planning page. It is expected that the core family planning services listed in the**

Program Description, and which also are included in the Quality Family Planning Services document referenced above, will be provided by each project;

2. **Providing the tools necessary for the inclusion of substance abuse disorder screening into family planning services offered by Title X applicants;**

3. **Following a model that promotes optimal health outcomes for the client (physical, mental and social health) by emphasizing comprehensive primary healthcare services, along with family planning services preferably in the same location or through nearby referral providers;**

4. **Providing resources that prioritize optimal health outcomes (physical, mental, and social health) for individuals and couples with the goal of healthy relationships and stable marriages as they make decisions about preventing or achieving pregnancy;**

5. **Providing counseling for adolescents that encourages sexual risk avoidance by delaying the onset of sexual activity as the healthiest choice, and developing tools to communicate the public health benefit and protective factors for the sexual health of adolescents found by delaying the onset of sexual activity thereby reducing the overall number of lifetime sexual partners;**

6. **Communicating the growing body of information for a variety of fertility awareness-based methods of family planning and providing tools for applicants to use in patient education about these methods;**

7. **Fostering interaction with community and faith-based organizations to develop a network for client referrals when needs outside the scope of family planning are identified;**

8. **Accurately collecting and reporting data, such as the Family Planning Annual Report (FPAR), for use in monitoring performance and improving family planning services;**

9. **Promoting the use of a standardized instrument, such as the OPA Program Review Tool, to regularly perform quality assurance and quality improvement activities with clearly defined administrative, clinical, and financial accountability for applicants and subrecipients; and**

10. **Increasing attention to CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy.**

I. TRAINING AND TECHNICAL ASSISTANCE

The Subgrantee represents and agrees that all staff members, consultants, and contractors working with Title X clients must receive Title X and family planning training appropriate for each individual's involvement in the project. Additionally, all Subgrantee staff members, consultants and subcontractors working with Title X clients must receive annual training on mandated reporting and human trafficking. The Subgrantee shall be responsible for maintaining a log of training participants to document that the Subgrantee's staff members, consultants, and contractors are appropriately trained for the duties they perform. The Grantee agrees to provide consultation and technical assistance to the Subgrantee as mutually agreed upon in writing by the Grantee and the Subgrantee, but the Grantee shall not be responsible for any conduct of any of the Subgrantee's officers, agents, employees, or contractors.

J. DELEGATE'S MEETINGS

The Subgrantee must participate in three Delegates' Meetings held during the Term of this Agreement. The Subgrantee's staff attending Delegates' Meetings must be persons with managerial responsibilities related to the agreement ("***Authorized Staff***"). Authorized Staff must attend a minimum of two Delegates' Meetings in person. At a minimum, one family planning clinician must attend a clinician training that will coincide with one of the in-person Delegates' Meetings. Authorized Staff may participate in the remainder of the meetings by teleconference or webinar.

K. PROPERTY MANAGEMENT

The Subgrantee shall maintain adequate property records and inventory control and maintenance procedures for items purchased with funds awarded under this Agreement. The Subgrantee will be responsible for replacing or repairing equipment for which it is accountable under this Agreement if lost, damaged or destroyed due to the negligence on the part of the Subgrantee, or failure to secure appropriate insurance, or noncompliance with property management regulations, or instructions of the Grantee to the Subgrantee.

L. INDEMNIFICATION AND INSURANCE

The Subgrantee shall procure, maintain, and provide proof of coverage of a Medical Malpractice Professional Liability Insurance Policy and such policy shall be written on an occurance basis in the minimum amount of $1,000,000 for all medical provider employees and subcontractors and consultants. The Subgrantee shall procure, maintain and provide proof of general liability insurance which shall be written on an occurance basis insuring the premises and all operations in broad form with a combined single limit of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. The Subgrantee will comply with all state requirements for the provision of Workers' Compensation Insurance. The insurance policies referred to above must name the Grantee as an additional insured under each policy.

To the fullest extent permitted by law, including but not limited to the provisions of NRS Chapter 41, the Subgrantee shall indemnify, defend, save, and hold harmless the Grantee and its officers, officials, agents, and employees (hereinafter referred to as "***Indemnitee***") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "***Claims***") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Subgrantee to conform to any federal, state or local

law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subgrantee from and against any and all claims. It is agreed that the Subgrantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

To the extent permitted by law, the Subgrantee agrees to reimburse the Grantee for any monies which the Grantee is required to pay to the Department of Health and Human Services or other agencies of the United States Government or the City of Carson City for any claims arising solely from the failure of the Subgrantee to perform in accordance with this Agreement or, local, state, or federal laws and regulations. The Grantee will appropriately invoice or file a claim with the Subgrantee for any such reimbursement by the Subgrantee, and The Subgrantee shall have opportunity to review, and protest when appropriate, the claim prior to making any timely reimbursement to the Grantee.

M. PUBLIC SCRUTINY

The Subgrantee shall immediately notify the Grantee of any claims or lawsuits or any situations involving Title X clients or resources in which the Project may undergo any public scrutiny.

N. STATUS OF CONTRACTOR; CONFLICTS OF INTEREST

The Parties agree that the Subgrantee, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Grantee. The Subgrantee warrants that no conflict of interest, under any statute or rule of any governing jurisdiction, exists between the Subgrantee's officers, agents or employees. The Subgrantee shall prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. If the Grantee concludes in its sole and absolute discretion that a conflict of interest exists or if the Subgrantee's officers, agents or employees violate the terms of this section, the Grantee may terminate this Subgrant Agreement.

O. PERSONNEL

The Subgrantee's officers, agents, or employees shall not deploy themselves so as to receive multiple payments from the Grantee or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Subgrantee or its officers, agents or employees. If the Grantee concludes in its sole and absolute discretion that the Subgrantee or its officers, agents or employees have violated the terms of this section, the Grantee may terminate this Agreement.

P. ASSIGNMENT

The Subgrantee may not assign, transfer, pledge or otherwise encumber its rights, duties, or obligations under this Agreement without the written consent of the Grantee. Any such assignment shall comply with all applicable state and federal regulations or statutes.

Q. LICENSES

The Subgrantee and each of its employees, agents and contractors shall obtain and maintain during the Term of this Agreement all appropriate licenses required by law for the operation of its facilities and for the provision of Services hereunder.

R. NOTICES

The Parties agree that all notices or other communications required or permitted to be given under this Agreement must be in writing and must be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the following address:

For GRANTEE:
City of Carson City
Jeanne Freeman, Grantee Authorizing Official
201 N. Carson St.
Carson City, NV 89701
Telephone: 775-887-2190
Facsimile: 775-887-2248

For SUBGRANTEE:
Douglas County
Jodi Qualls, Social Services Manager
PO Box 218
Minden, NV 89423
Telephone: (775) 782-9825
Facsimile: (775) 782-9874

S. TERMINATION

If, through any cause, the Subgrantee materially fails to fulfill in a timely and proper manner its obligations under this Agreement; if the Subgrantee materially violates any of the covenants, agreements, or stipulations; or, if the funding CCHHS receives is terminated or reduced, the Grantee will have the right to terminate this Agreement in whole or in part by giving written notice to the Subgrantee of such termination and specifying the effective termination date. Said termination will not be deemed a breach of contract by the Grantee. Such notice may provide for a minimum of 10 days during which the Subgrantee shall have the opportunity to cure deficiencies as stipulated by the Grantee.

If the Subgrantee has an unencumbered balance of cash disbursed under this Agreement at the close of the term, then that cash balance must be returned to the Grantee. If the Subgrantee is unable or unwilling to comply with such additional conditions as may be lawfully imposed on the Subgrantee, the Subgrantee will have the right to terminate this Agreement by giving written notice to the Grantee signifying the effective date.

The Subgrantee may terminate this Agreement for any other reason by providing the Grantee with at least 90 days' written notice. In the event of termination of this Agreement, either in whole or in part, all nonexpendable personal property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this Agreement will, at the option of the Grantee, become its property or be disposed of in accordance with the Grantee's procedures or instructions; and the Subgrantee will be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of this Agreement.

Notwithstanding the above, the Subgrantee will not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any material breach of this Agreement that is incurred by the Subgrantee, and the Grantee may withhold any reimbursement to the Subgrantee for the purpose of offset until such time as the exact amount of damages, if any, due the Grantee from the Subgrantee is agreed upon or otherwise determined. Final payment to the Subgrantee is contingent upon the Subgrantee completing closeout procedures.

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated by the Grantee if the Subgrantee's governing body does not appropriate sufficient monies to provide the services or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. In such an event, Subgrantee will notify Grantee of its inability to appropriate the requisite funds and Grantee may, at its discretion, terminate this Agreement pursuant the termination provisions set forth above.

T. GOVERNING LAW AND COMPLIANCE WITH ALL LAWS

The Parties will comply with all federal, state, and local laws, regulations, standards and Executive Orders, without limitation to those designated within this Agreement and the laws and regulations of the state of organization of the Subgrantee, that are not inconsistent with applicable federal laws.

The Subgrantee consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this contract, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect Subgrantee's obligation under the Agreement apply, but do not require an amendment.

U. INTANGIBLE PROPERTY AND COPYRIGHT

The Subgrantee will ensure that publications developed under the project do not contain information that is contrary to Program Requirements or to accepted clinical practice. Federal and Grantee grant support must be acknowledged in any publication. The Subgrantee will obtain pre-approval from the Grantee for publications resulting from activities conducted under this Agreement. Subgrantee will also provide all publications referencing the Grantee to the Grantee for pre-approval prior to distribution. Restrictions on motion picture film production are outlined in the "Public Health Service Grants Policy Statement." The word "***publication***" is defined to include computer software. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive, and irrevocable right of the Government and Grantee to reproduce, publish, or otherwise use such materials for Federal or Grantee purposes and to authorize others to do so [45 CFR 74.36] [45 CFR 92.34].

V. INVENTIONS OR DISCOVERIES

The projects undertaken pursuant to this Agreement must comply with government-wide regulations, 37 CFR Part 401, which apply to the rights to inventions made under government grants, contracts and cooperative agreements.

W. ENTIRE CONTRACT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire Agreement of the Parties, and such are intended as complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to the Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement will be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties. Conflicts in language between this Agreement and other agreement between the Parties on the same matter shall be construed consistent with the terms of this Agreement. The Parties agree that each has had their respective counsel review this Agreement which will be construed as if it was jointly. No amendment of, addition to, or alteration of the Terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees, shall be valid unless made in a writing that is formally approved and executed by the Parties or as otherwise provided in this Agreement.

X. GENERAL TERMS AND CONDITIONS

The Subgrantee agrees to accept additional conditions imposed by the Department of Health and Human Services governing the use of such funds or performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by the Department of Health and Human Services. The Grantee shall provide prompt written notice to Subgrantee of such conditions.

Subgrantee understands and agrees that strict compliance with all requirements is mandatory and any material breach and/or a failure to cure said material breach thereof is grounds for termination of this Agreement.

Y. ATTACHMENTS

All Attachments to this Agreement are incorporated by reference, whether specifically mentioned in a paragraph, or generally by this reference.

Z. EXECUTION

This Agreement shall not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties.

CITY OF CARSON CITY

By: _____
Glen Martel, City Manager

Attest: _____
Scott Hoen, Clerk-Recorder

CARSON CITY HEALTH AND HUMAN SERVICES

By: _____
Jeanne Freeman, Director

DOUGLAS COUNTY

By: _____
Jenifer Davidson, County Manager

By: _____
Shaula Hales, Commission Chair

By: _____
Jodi Qualls, Douglas County Social Services Manager

Attachment 1 - WORK PLAN; April 1, 2025 – March 31, 2026: Announcement Number: PA-FPH-22-001; CFDA Number: 93.217

Carson City Health & Human Services (CCHHS) Family Planning and Preventive Health Services Project

Carson City Health and Human Services (CCHHS), 900 East Long Street, Carson City, NV; Mon-Tue and Thu-Fri - 8:30-17:00, Wed 9:30-1700, remaining open through the lunch hour, and up to 2 Saturdays each month - 9:30-14:30.

Subrecipient - Douglas County Community Health (DCCH) 1329 Waterloo Lane, Gardnerville, NV; Mon, Tues, and Fri - 8:30-17:00; Wed - 7:30-17:00; Thurs - 8:30-18:00.

The entire contents of this work plan are confidential and commercial information exempt from disclosure under FOIA Exemption 4

Office of Population Affairs Program Priority #3: Delivering Title X family planning services of the highest quality and consistent with nationally recognized standards of care.			
GOAL 1: Provide client-centered, voluntary, non-coercive contraceptive services, pregnancy testing/counseling, achieving pregnancy, basic infertility services, preconception health services, and STI, breast and cervical cancer screening, in accordance with 42 CFR 59.5 and nationally recognized standards of care, emphasizing access to low-income and other vulnerable populations of Carson City, Douglas County and surrounding communities in Nevada to prevent unintended pregnancy and to reduce pregnancy-related adverse outcomes.			
Objective 1.1: From April 1, 2025, to March 31, 2026, this project will provide client-centered, voluntary, and non-coercive discounted contraceptive services to 1,900 low-income clients (1,500 from CCHHS and 400 from a subrecipient site), with a 5% annual increase projected through 2027, contingent upon adequate funding. At least 75% of participants will have an income < 138% of FPL. Both clinics have seen a decrease in patients since the COVID-19 pandemic and are working to regain and increase their numbers.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, a 5% increase each project year to March 31, 2027 FPAR and Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Annual Policy Review: April – June 2025	• Have a broad range of methods available onsite: abstinence education, barrier methods, FABM and online applications, LAM, EC, COC, POC, vaginal ring, injectable, intrauterine devices, and implant. • Establish rapport with the client by using open-ended questions, maintaining privacy and confidentiality, and identifying the client's reason for the visit, educational needs, and contraceptive experiences and preferences. • Conduct medical history to determine method eligibility and physical assessment related to contraceptive use as applicable. • Conduct method counseling to include correct and consistent use, method effectiveness, non-contraceptive benefits, and side effects. • Provide the quick start of the family planning method per	Service Site APRNs and RNs Clinical Services Division Manager Subrecipient Supervisor	Client totals by age, income method retrieved from EHR reports & FPAR Quarterly chart audits Review policies confirming up to date practice standards

	practice standards and dispense 6-12 months of the method after the initial dispensing period. • Bill public/private insurance to maximize federal resources.		

Objective 1.2: April 1, 2025 – March 31, 2026, and annually through March 31, 2027, screen 85% of women <25 years of age for Chlamydia and 85% of clients >13 years of age for HIV per the *CDC's STI Treatment Guidelines 2021*. For 85% of applicable clients, cervical cancer screening will occur every 3 years with cytology alone in women aged 21-29 years, with HPV testing with cytology every 5 years for women aged 30-50 years, and shared decision making with women 40-49 years of age per the US Preventive Task Force (USPTF), American College of Obstetrics and Gynecology (ACOG) and American Society for Colposcopy and Cervical Pathology.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
April 1, 2025 - March 31, 2026, then each project year through March 31, 2027 FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review April – June 2025	• Obtain medical, social, and sexual history (2021 CDC's 2021 Five P's approach for obtaining sexual histories: partners, practices, protection from STIs, history of STIs, and pregnancy intention). • Provide client counseling and education regarding the risk of STIs/HIV. • Conduct annual CT screening for women < 25 years old per CDC guidelines. • Conduct expedited partner therapy. • Provide HIV testing of clients 13 years and older once, and then risk-based. • Refer HIV+ clients and discordant partners to HIV specialist care. • Offer and conduct breast and cervical cancer screening per USPSTF & ACOG guidelines. • Bill, public and private insurance billing and utilization of Women's Health. Connection, mobile Mammovan, and Soroptimist • Provide active referrals, appointment scheduling, and follow-up for clients with identified health issues utilizing the primary care MOU process.	Service Site APRNs and RNs Clinical Services Division Manager Subrecipient Supervisor	FPAR data evaluation of STI, HIV, and breast and cervical screening activity Quarterly chart audits Policy review for up-to-date practice standards

Objective 1.3: April 1, 2025 – March 31, 2026, and annually through March 31, 2027, this project will provide pregnancy testing and basic infertility to services to 100% of clients requesting services using *Quality Family Planning Services: Recommendations of CDC & the U.S. Office of Population Affairs.*			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, for 100% of persons requesting services annually to March 31, 2027 Reports, FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review April – June 2025	<u>For Those Seeking Pregnancy Testing Services:</u> • Establish rapport & assess clinical, social, and sexual health history. • Provide screening for STIs, HIV, intimate partner violence, and substance use. • For women/couples with a positive test – offer education about gestational age, provide prenatal counseling, provide referral for prenatal care, social and faith-based support, and substance use. • For women/couples with a negative test- offer and provide reproductive life planning, offer contraceptive methods or services to achieve pregnancy per client preferences. <u>For Those Seeking Basic Infertility Services:</u> • Evaluate medical, sexual, menstrual history, GYN surgery/trauma, previous pregnancy outcomes, endocrine disorders, STI or genital infections, DES exposure, medication usage, and substance use. • Review with the client the length of time attempting pregnancy, along with coital history of frequency and timing. • Conduct physical exam to include height, weight, and BMI, examination of the thyroid, clinical breast exam, and any signs of androgen excess. • Conduct laboratory testing as indicated – pap and referral for semen analysis.	Services site Registered Nurses Clinical Services Division Manager Subrecipient Supervisor	Client totals for pregnancy tests by CPT and pregnant or seeking pregnancy retrieved from EHR reports & FPAR Quarterly chart audits Policy review for up-to-date practice standards

Objective 1.4: From April 1, 2025 – March 31, 2026, and annually thereafter through March 31, 2027, 90% of those of childbearing age seen in this project will be introduced to fertility and reproductive life planning, engaged in screening and behavioral risk reduction education and actively linked to primary care, substance use, and social service providers as needed to improve pregnancy outcomes and to optimize overall health-based *Quality Family Planning Services: Recommendations of the CDC and the U.S. Office of Population Affairs.*			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025- March 31, 2026, Then, each project year through March 31, 2027 Reports, FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review completed April – June 2025	• Assess client's reproductive health plan and pregnancy readiness. • Obtain and assess female medical, family & reproductive history, poor birth outcomes, environmental and teratogen exposures, and genetic factors. • Obtain and assess male past medical/surgical history that might impair reproductive health and environmental exposures, hazards, and toxins. • Screen for STIs/HIV, undiagnosed or known chronic health conditions, or high-risk behaviors, then provide a physical exam. • Conduct active referral and appointment scheduling for identified health issues utilizing the primary care MOU and process. • Assess for history of/or current intimate partner violence, alcohol, tobacco, or other drug use, depression, and mental health concerns. • Provide a referral for tobacco and substance use cessation brief intervention. • Facilitate referrals for social services and mental health support. • Provide client-centered education and anticipatory guidance on pregnancy spacing, breastfeeding, and risk-reduction behaviors. • Offer and provide immunizations following internal immunization IZ program policies and fees.	Services site Registered Nurses Clinical Services Division Manager Subrecipient Supervisor	Client totals for reproductive life planning through EHR activity reports Quarterly chart audits Annual review of policies for up-to-date practice standards

Objective 1.5 From April 1, 2025 – March 31, 2026, and annually through March 31, 2027, this project will provide confidential adolescent-sensitive pregnancy prevention services to at least 450 adolescents – 15% of project participants including services outlined in Objectives 1.1 – 1.4 while promoting family participation, resisting coercion, and engaging protective factors for adolescent sexual health.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, then each project year through March 31, 2027 FPAR, Quarterly Chart Audits (July 2025, October 2025, January 2026, April 2026) Policy Review completed April – June 2025	• Conduct activities under 1.1, 1.2, 1.3 and 1.4 per current standards for teens. • Perform annual adolescent medical, sexual, and social health assessment. • Assess family dynamics/relationships, barriers to seeking parental/guardian involvement. • Assist with facilitation of parental/guardian conversations about parental involvement in sexual and reproductive health decisions. • Provide counseling to resist attempts to coerce minors into sexual activities. • Provide pregnancy prevention counseling to include risks of pregnancy and STIs, abstinence as 100% effective to prevent pregnancy and STIs. • Provide patient-centered counseling on the selected birth control method, including its effectiveness, side effects, risks, benefits, and proper use. • Conduct exploration of protective factors to include involvement in academics and/or extra-curricular activities, skills for consensual decisions-making; effects of alcohol/drugs on decision making, and effects of and skills for handling peer pressure. • Provide annual staff education & monito staff compliance related to abuse reporting laws: child abuse and molestation, sexual abuse, rape, incest, intimate partner violence and human trafficking.	Service Sites RNs, APRNs Oversight and Training: Clinical Services Division Manager	Evaluate teen utilization of services with the annual FPAR. Quarterly Chart Audits Policy review for up-to-date practice standards

Subrecipient Monitoring Plan for Goal 1, Objective 1.1, 1.2, 1.3, 1.4, and 1.5: Minimum evaluation of the subrecipient site: monthly FPAR review, quarterly fiscal data review, and an annual fiscal, clinical, and administrative site visit review by CCHHS Clinical Services Manager and Fiscal Grant Analyst utilizing the OPA Program Review Tool.			
Office of Population Affairs Program Priority #2: Improving and expanding accessibility of Title X family planning services for all clients, especially low-income clients.			
GOAL 2: To improve and expand accessibility of Title X family planning services for all clients, especially the low-income clients. This project will provide virtual appointment reminders; language assistance, if needed; same-day/next-day appointments; ensure educational materials reflect the population served; and engage community stakeholders in educational material review and community-wide outreach. **Within our communities, the traditional telehealth has not been successful for family planning/STI services as clients need to provide specimens, have exams and/or LARC insertion/removal, receive depo injections, receive pills, patches, rings if not insured.			
Objective 2.1: From April 1, 2025– March 31, 2026, and annually thereafter through March 31, 2027, telehealth services (to include appointment reminders, virtual language assistance) will be available through a secure virtual platform.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: April 1, 2025 - March 31, 2026, then each project year through March 31, 2027	• Maintain annual subscription to Doxy.me, a current secure video telehealth platform, and update the platform, as needed. • Maintain an advanced patient portal for secure communication between the client and the practice. • Provide client communication regarding the availability of telehealth. • Update EHR field to ensure ongoing tracking and differentiation of telehealth and onsite visits. • Stay up-to-date with telehealth laws and regulations. • Monitor billing systems for ongoing telehealth engagement.	Clinical Services Division Manager Subrecipient Supervisor	Telehealth metrics Patient satisfaction surveys

Objective 2.2 From April 1, 2025 – March 31, 2026, and annually thereafter through March 31, 2027, the project will maintain same-day/next-day appointment availability. CCHHS will offer up to two Saturday clinics each month. The subrecipient site will continue with nontraditional hours from April 1, 2025, through March 31, 2026.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
Same day/next day appointment and CCHHS Saturdays: April 1, 2025 – March 31, 2026, then annually through March 31, 2027 – See Activities for DCCH	• Service sites will offer same day / next day availability via appointments and/or walk-ins. • CCHHS remains open through the lunch hour and offers Saturday hours up to two times per month. • DCCH will continue with nontraditional hours (i.e., Wednesday starting at 0730 and Thursday appointments until 1800).	Clinical Services Division Manager Subrecipient Supervisor	Clinic scheduling metric in EHR Patient satisfaction surveys

Objective 2.3. From April 1, 2025- March 31, 2026, and annually through March 31, 2027, CCHHS will update the marketing plan that addresses written and social media forms of public engagement and education regarding family planning and related preventive health. CCHHS will engage a Title X Family Planning Advisory Board annually to seek input on expanding and improving access. Evaluation and implementation of suggested changes will occur within 6 months of identification.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
Update CCHHS Marketing Plan annually to March 31, 2027 Title X Advisory Board November 2024 and annually to March 31, 2027	• CCHHS will update the written and social media marketing plan annually in December for the following year. • CCHHS will plan, develop, and post messages on social media with the assistance of the CCHHS Public Health Communication Specialist. • Subrecipient will work with CCHHS Public Health Communication Specialist to update all social media platforms, adding Instagram and updating website throughout the year, April 1, 2024 – March 31, 2025. • Subrecipient will add accessible content to platforms, making it user-friendly, easy to understand, and how to access services, and registration forms will be added to the webpage for easier access for clients. • A Title X Advisory Board will be convened with an access and utilization focus. • Implement recommended interventions.	Clinical Services Division Manager Advisory Board Committee members	Updated Marketing Plan Meeting Minutes

Objective 2.4: In June and November 2025, and biannually thereafter through March 31, 2027, CCHHS will facilitate a bi-annual client-based Information and Education (I&E) Committee and evaluate 100% of family planning educational materials. Approved educational materials will be reviewed every 3 years. The committee will meet the guidelines as outlined in 42 CFR 59.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
The Information and Education (I&E) Committee will meet in June and November 2025 and continue biannually in June and November through 2027	• Conduct educational material review. • Conduct ongoing evaluation of educational materials for reading level and culturally sensitive content. • Complete client review, staff review, and medical review for newly introduced educational materials. • Review educational materials every 3 years.	Clinical Services Division Manager I & E Committee Members	Meeting Minutes Spreadsheet of material evaluated

Subrecipient monitoring for Goal 2, Objective 2.1, 2.2, 2.3, 2.4: Minimum evaluation of the subrecipient site: monthly FPAR review, quarterly fiscal data review, including an annual fiscal, clinical, and administrative site visit review by CCHHS Clinical Services Manager and Fiscal Grant Analyst utilizing the OPA Program Review Tool.

Office of Population Affairs Program Priority # 1: Advancing health equity t/o the delivery of Title X family planning services, and implementing a QI/QA plan, including and not limited to, collecting, reporting, and using FPAR 2.0 data.

DISPARITY IMPACT STATEMENT I: In the projected service area, 7.4-14.3% of residents are foreign-born. Of these foreign-born, 50-68% had a place of birth in Latin America, and 10-22% speak a language other than English (Spanish). Individuals of Hispanic ethnicity have lower median household incomes and often work in the Leisure and Hospitality industry, where median incomes are 47-58% lower overall. By census tracts as many as 21.6% – 59.1% of those of Hispanic ethnicity have incomes that fall below the FPL and for those with low incomes from 16.8% to 67.6% are uninsured, putting these individuals at greater risk for issues with accessing needed family planning and preventive health services from traditional insurance and payment-based health systems. Thus, this project will focus efforts on increasing staff and organizational competencies while also addressing the disparities in service access within the Hispanic population.

DISPARITY IMPACT STATEMENT II: In the projected service area, there are 9,866 adolescents between the ages of 12 and 19 years. Children <18 years of age live in poverty at a rate of 12.4-18.0%, those 15-19 years of age have pregnancy rates of 15.8% in Douglas County and 30.5% in Carson City, and adolescent Chlamydia is on the rise from the prior year within this age group. As pregnancy/birth rates for the time of the pandemic are not yet available and it is expected that the impact of the stay-at-home orders, hybrid classrooms, and unemployment that reached upwards of 21% in 2020 with the projected service area are projected to reverse positive gains in teen pregnancy prevention efforts and increase adolescent disparities in pregnancy, birth rates, chlamydia rates as well as overall health outcomes, this project will focus on improving access to family planning and preventive services for adolescents.

GOAL 3: This project area will implement quality improvement and quality assurance activities to be able to implement FPAR 2.0, address health disparities, and assure overall quality of family planning and preventive health services within the project.			
Objective 3.1 From April 1, 2025– March 31, 2026, and annually through March 31, 2027, this project will submit FPAR 2.0 encounter-level data for calendar year 2025, and annually through March 31, 2027.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Activities: FPAR 2.0 encounter-level data for calendar year 2025. January-December by the federal due date in February of 2026	• Collaborate with eClinicalWorks FPAR staff to ensure readiness and implement FPAR 2.0 for calendar year 2025 data, with entry scheduled for February 2026. • Update staff training for FPAR 2.0 data. • Configure EHR to capture required FPAR 2.0 data. • Review FPAR 2.0 data monthly until accuracy validated, then at least quarterly.	Clinical Services Division Manager	FPAR 2.0 data and submissions

Objective 3.2: From April 1, 2025 – March 31, 2026, and annually through March 31, 2027, quality improvement activities in this project will advance health equity, improve quality, and help eliminate health care disparities by increasing access to identified populations. At least 75% of the program participants will have an income below 138% FPL, 30% of program participants will be low-income and/or uninsured individuals of Hispanic ethnicity, and at least 15% of the population served will be adolescents.			
TIMELINE	**ACTIVITIES/ACTION STEPS**	**ASSIGNED TO**	**EVALUATION**
Continue staff training and implementation of CLAS Communication Strategies from April 1, 2025, through March 31, 2026 Ongoing actions to address disparities will be developed and implement by June each year from 2025 – 2026	• Continue to conduct staff training on National Standards for Culturally and Linguistically Appropriate Services (CLAS), as needed. • Collect data (age, ethnicity, income, insurance status, LGBTQ+) annually. • Annually monitor the impact of health disparities and implementation of CLAS on health equity, outcomes, and service delivery. • Conduct QI meetings with a standing agenda item to review & monitor data at least annually.	Clinical Services Division Manager Service Site QI Committees	QI minutes QI plan QI Story Board Data Reports Data Analysis Documentation on Implementation6807 of CLAS

Demographic, survey data evaluation annually, November – December through 2026 DCCH staff biannually will conduct in-school sexual health education at Douglas High per the school's timeline preference CCHHS staff will conduct facility tours for the Freshman Health class annually in May, continuing through 2026.	• Continue to implement CLAS Communication and Language Standards, as needed - provide easy-to-understand print/multimedia materials/signage in the languages commonly used and evaluate clinic environments to ensure priority groups are represented and feel welcomed (e.g., clinic registration/forms, outreach material, brochures, and posters on the wall representative of priority groups). • Survey current clients who represent priority groups to help identify access barriers. • Meet with local Family Life Committees to discuss adolescent education and engagement. DCCH will continue in-school sexual health instruction, including education about STIs, family planning, and safe sex practices. Additionally, CCHHS will continue to offer annual health class tours of the family planning facility during school hours. • Promote a CLAS priority that recruits, promotes, and supports a workforce that is responsive to the population, with culturally representative and Spanish-speaking availability when clients schedule or present. • Conduct outreach to community groups currently serving priority groups for referral. • Survey the social media preferred by priority groups and develop campaigns through those platforms and increase social media presence. • Make programmatic adjustments and implement services in accordance with cultural and linguistic needs identified from data, priority, and community groups.		Documentation of adolescent engagement

Objective 3.3. From April 1, 2025 – March 31, 2026, through quality assurance activities, CCHHS staff will optimize quality services for all clients through 10 quarterly chart audits, quarterly FPAR audits, and ongoing electronic client satisfaction surveys issued following each patient visit. Audits will review the percentage of highly and moderately effective birth control methods utilized and reflect 85% of women <25 years screened for Chlamydia, 85% of individuals screened for HIV testing per 2021 CDC Guidelines, and 85% of clients who received reproductive life planning, and an ongoing client satisfaction rate of 90%.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION
FPAR, chart audits and management review of QA - July 2025 October 2025, January 2026, April 2026 through 2027 Biannual QA material to QI team – September and March each budget period to 2027	• Perform 10 -15 chart audits quarterly, per clinical site. • Present audit results to the QI Team biannually. • Medical Director to conduct ongoing review of charts. • Perform quarterly FPAR audits. • Continue sending electronic satisfaction surveys to patients following each visit. • Conduct annual evaluation of clinical services based on chart audits, FPAR data, and satisfaction survey by the Quality Improvement Team. • Initiate improvement activities as identified	Clinical Services Division Manager Subrecipient Supervisor CCHHS and subrecipient site QI Committee	Chart audit documentation and satisfaction survey results. QI meeting minutes of evaluation and actions taken related to QA and QI activities

Subrecipient monitoring for Goal 3, Objective 3.1, 3.2: Minimum evaluation of the subrecipient site: monthly FPAR review, quarterly fiscal data review, including an annual fiscal, clinical, and administrative site visit review by CCHHS Clinical Services Manager and Fiscal/Grant Analyst utilizing the OPA Program Review Tool.

Objective 3.4. From April 1, 2025 – March 31, 2026, with the introduction of the Quality Family Practice (QFP) recognized as best practice, 100 % of Clinic Services staff at CCHHS and DCCH will read the QFP. Identify opportunities to improve patient-centered care.

TIMELINE	ACTIVITIES/ACTION STEPS	ASSIGNED TO	EVALUATION

All Clinic staff to read and acknowledge by April 1, 2025	• Read the QFP • Identify opportunities for improvement	Service Sites RNs and APRNs Oversight: Clinical Services Division Manager	Acknowledgement of completion. QI meeting minutes
Subrecipient monitoring for Goal 3, Objective 3.4: Signed acknowledgement or email notification of completion administrative site visit review by CCHHS Clinical Services Manager OPA Program Review Tool.			

SUB RECIPIENT										
Subgrantee - DCCH - PERSONNEL		Title X Time - Paid from Title X Grant	County General Fund, State Family Planning Grant	Program Income	Total FTE spent in Family Planning Project	Title X Grant Request	County General Fund, State Family Planning Grant		Program Income	
Tamara Baumann, APRN	$ 143,139	0.10	0.90	0.00	0.30	$14,314	$128,825		$0	$143,139
Noemi Aschenbach, RN	$ 131,473	0.13	0.87	0.00	0.53	$17,091	$114,382		$0	$131,473
Rachael Rasner, RN	$ 131,473	0.00	1.00	0.00	0.20	$0	$131,473		$0	$131,473
Destiny Marin, Management Assistant	$ 48,980	0.00	1.00	0.00	0.20	$0	$48,980		$0	$48,980
Karina Hererra, Clerical Hourly	$ 55,136	0.00	1.00	0.00	0.20	$0	$55,136		$0	$55,136
Lisa Torres	$ 80,765	0.00	1.00	0.00	0.20	$0	$80,765		$0	$80,765
Jodi Martinez, Manager	$ 104,598	0.00	1.00	0.00	0.20	$0	$104,598		$0	$104,598
Subgrantee - DCCH - FRINGE										
Tamara Baumann, APRN	$ 56,300	0.10	0.90	0.00	0.30	$5,630	$50,670		$0	$56,300
Noemi Aschenbach, RN	$ 48,824	0.13	0.87	0.00	0.53	$6,347	$42,477		$0	$48,824
Rachael Rasner, RN	$ 50,922	0.00	1.00	0.00	0.20	$0	$50,922		$0	$50,922
Destiny Marin, Management Assistant	$ 22,627	0.00	1.00	0.00	0.20	$0	$22,627		$0	$22,627
Karina Hererra, Clerical Hourly	$ 27,926	0.00	1.00	0.00	0.20	$0	$27,926		$0	$27,926
Lisa Torres, Adminstrative Assistant	$ 36,741	0.00	1.00	0.00	0.20	$0	$36,741		$0	$36,741
Jodi Qualls, Manager	$ 45,652	0.00	1.00	$0	0.20	$0	$45,652		$0	$45,652
Subgrantee - DCCH - TRAVEL AND TRAINING	Registration	Airfare -	Hotel	Per-Diem	Misc (Toll/Taxis					
Subgrantee - DCCH - OPERATING		Unit Cost	Quantity							
Clinic Medical Supplies - Est. $2 each- 1500 encounters		$2	1500						$3,000	$3,000
Laboratory Supplies										$0
Pregnancy Test Kits		$1.00	200						$200	$200
Urinalysis		$1.00	75						$75	$75
STI Test Kits		$20.99	225						$4,723	$4,723
Pap Tests Kits + Reading Fee		$38.48	150						$5,772	$5,772
Visby CT/GC/Trich		$61.00	10						$610	$610
HIV Syphilis Test		$15.00	50						$750	$750
HIV Tests (Rapid)		$10.00	200				$2,000			$2,000
Contraceptive Methods/Medications										$0
Nonhormonal Methods										$0
Condoms (Unit = 1,000/case)		$98	2						$196	$196
Paragard		$252	10				$2,520			$2,520
Hormonal Methods										$0
Aviane		$1.64	35						$57	$57

Heather		$1.02	35						$36	$36
Kyleena IUD		$710	5						$3,550	$3,550
Liletta		$100	5						$500	$500
Medroxyprogesterone		$38.29	130						$4,978	$4,978
Microgestin		$3.97	20						$79	$79
Microgestin/Junel		$3.15	5						$16	$16
Mirena IUD		$408	20				$8,160			$8,160
Nexplanon		$546	30				$16,380			$16,380
Nortrel		$2.55	20						$51	$51
Nuvaring		$0.01	25						$0	$0
Emergency Contraception (My Way)		$1.43	10						$14	$14
Emergency Contraception (Ella)		$16.47	10						$165	$165
Portia		$0.37	5						$2	$2
Sprintec		$1.39	50						$70	$70
TriloSprintec		$1.20	5						$6	$6
Trisprintec		$1.58	50						$79	$79
Yasmin		$0.79	25						$20	$20
Apri/Reclipsen		$1.80	80						$144	$144
Office Supplies										$0
General Office Supplies		$100	12						$1,200	$1,200
										$0
DCCH Medical Director /Collaborating Physician		$750	12						$9,000	$9,000
Clinical Pharmacy Services		$306	12				$3,672			$3,672
CDCCH - Claimes Clearing House - Trizetto -		$164	12						$1,968	$1,968
DCCH Professional Services Contract Billing		$708	6						$4,248	$4,248
DCCH eClinicalWorks		$236	12						$2,832	$2,832
CONTRACTUAL TOTAL						**$43,383**	**$973,905**		**$44,340**	**$1,061,628**

Carson City Health & Human Services

INVOICE	**DCSS25-Q2**
Grant #	FPHPA006602-04
Budget Acct:	G680025007
GL #:	2756800-501225
Category:	G-CONT SRV
Draw #:	1

REQUEST FOR REIMBURSEMENT

Program Name: City of Carson City Health & Human Services Family Planning & Preventitive Health Services Project	**Subgrantee Name:** Douglas County DBA Douglas County Community Health
Address: 201 N. Carson St Carson City, NV 89701	**Address:** PO Box 218 Minden, NV 89423
Subgrant Period: July 1, 2025 through March 31, 2026	**Subgrantee EIN #:** 88-6000031 **Subgrantee Vendor #:** 608 **UEI#** KE5GF37F6F95

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s): **July-September** **Calendar Year:** **2025**

	Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1	Personnel	$ 15,075.00	$ 0.00	$ 0.00	$ 0.00	$ 15,075.00	0%
2	Contract/Consultant	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
3	Travel	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
4	Equipment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
3	Operating	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
6	Other	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
7	Indirect	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
8	**Total**	$ 15,075.00	$ 0.00	$ 0.00	$ 0.00	$ 15,075.00	0%

This report is true and correct to the best of my knowledge.

Authorized Signature Title Date

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DEPARTMENT USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

Clinic Services Manager (as required): _____ Date: _____

FAMILY PLANNING EXPENDITURE / REVENUE REPORT

AGENCY NAME:

PERIOD: ☐ April 1 - June 30, ____ ☐ July 1 - September 30, ____ ☐ October 1 - December 31, ____ ☐ January 1 - March 31, ____

COMPLETED BY AND PHONE#:

DATE:

EXPENDITURES

	Column (A)	Column (B)	Column (C)	Column (D)
	Title X Funding	Family Planning Program Generated Income	State /Local General Funds and Other Funds	Combined Total
Personal Services				
Salary	$ -	$ -	$ -	$ -
Fringe @ %	-	-	-	-
Subtotal Personal Services	$ -	$ -	$ -	$ -
Contractual Services				
Clinician personnel (Physician, Nurse Practitioner, etc.)	$ -	$ -	$ -	$ -
Other	-	-	-	-
Subtotal Contractual Services	$ -	$ -	$ -	$ -
Operating Expenses				
Contraceptive methods (birth control pills, IUDs, implants, condoms, etc.)	$ -	$ -	$ -	$ -
Training (staff training, educational programs)	-	-	-	-
Travel (dollars spent for travel not related to training)	-	-	-	-
Chlamydia tests	-	-	-	-
Lab and x-rays	-	-	-	-
Educational materials (brochures, etc)	-	-	-	-
Clinical supplies	-	-	-	-
Office operating supplies (papers, charts, pens, etc.)	-	-	-	-
Office expense (rent, utilities, maintenance)	-	-	-	-
Other (specify)	-	-	-	-
Equipment (include any single item costing >$5,000)	-	-	-	-
Subtotal Operating Expenses	$ -	$ -	$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -
Indirect Costs @ %	$ -	$ -	$ -	$ -
	-	-	-	-
TOTAL EXPENDITURES	$ -	$ -	$ -	$ -
In-kind	$ -	$ -	$ -	$ -
TOTAL COSTS	$ -	$ -	$ -	$ -

REVENUES

	Title X Funding	Family Planning Program Generated Income	State /Local General Funds and Other Funds	Combined Total
Title X Family Planning	$ -	$ -	$ -	$ -
Client fees	-	-	-	-
Client donations	-	-	-	-
Medicaid	-	-	-	-
State Children's Health Ins (CHP+)	-	-	-	-
State General Funds	-	-	-	-
Other State Allocations	-	-	-	-
Local government-County and/or City grants and contracts	-	-	-	-
In-kind (Other Donations, Volunteers))	-	-	-	-
Other public health insurance (TRICARE/CHAMPUS CHAMPVA)	-	-	-	-
Private health insurance	-	-	-	-
Other (specify private grants, fundraising, MCH, Social Service Block grant, Medicare, etc)	-	-	-	-
Other (specify private grants, fundraising, MCH, Social Service Block grant, Medicare, etc)	-	-	-	-
TOTAL	$ -	$ -	$ -	$ -
Unspent Funds - This Period	$ -	$ -	$ -	$ -
Unspent Funds - Prior Periods	-	-	-	$ -
Balance Unspent Funds	$ -	$ -	$ -	$ -

Has your agency used Title X funds to **purchase any single piece of equipment** valued at **$5,000 during this period?** ___ Yes ___ No

CERTIFICATE: I certify that revenues reported were authorized for use by the agency only in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

PREPARED BY PHONE

AUTHORIZED AGENT DATE

C:\Users\9Russell\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\5B4VNVHK\5. Attachment 4 FP Income_Expense Report

AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

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

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through October 15, 2025, 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 Oct 15, 2025.pdf

Douglas County

Douglas County, Nevada Cash Report

From Date: 10/1/2025 - To Date: 10/15/2025

Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$21,729,989.63	$2,893,403.30	1	$24,623,392.93
201	Stabilization Fund	$1,694,777.47	$0.00		$1,694,777.47
202	Nv Cooperative Extension	$698,937.66	$60,135.49		$759,073.15
208	Cash Trust	$986,127.88	$428.00		$986,555.88
211	Solid Waste Mgmt.	$3,595,393.83	$34,714.32		$3,630,108.15
212	Landscape Maintenance Districts	$15,324.34	$3,831.46		$19,155.80
215	Assistance To Indigents	$1,118,988.33	$350,562.29		$1,469,550.62
216	Social Services	$1,952,166.91	$93,932.71		$2,046,099.62
217	One Nevada (Opioid Settlement)	$1,445,411.68	($6,448.28)		$1,438,963.40
220	PALS Sales Tax Fund	$261,616.33	$0.00		$261,616.33
222	Law Library	$69,639.49	$1,600.00		$71,239.49
224	Library	$916,388.20	($68,755.22)		$847,632.98
232	Road Operating	$2,284,700.45	($81,480.82)		$2,203,219.63
234	Room Tax	$4,703,423.24	($259,991.42)		$4,443,431.82
235	Library Gift Fund	$135,525.30	$1,710.78		$137,236.08
236	Tahoe-Douglas Trans.Dist.	$4,706,608.03	($2,307.78)		$4,704,300.25
240	Justice Ct. Admin. Assess	$1,488,277.67	$19,197.09		$1,507,474.76
242	China Spring Youth Camp	$772,813.03	($146,425.51)		$626,387.52
245	Stormwater Management	$1,409,839.12	($40,821.80)		$1,369,017.32
246	Flood Litigation Settlement Fund	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,760,291.95	$271,849.19		$2,032,141.14
256	911 Surcharge	$443,136.03	$28,712.15		$471,848.18
260	Senior Services Program	$3,092,597.72	($124,884.15)		$2,967,713.57
297	Restricted Accounts Fund	$3,837,699.86	$23,914.89		$3,861,614.75
309	Risk Management	$6,833,710.63	($39,667.06)		$6,794,043.57
310	Self Ins.Dental Insurance	$814,061.31	$5,138.49		$819,199.80
313	Motor Pool/Vehicle Maint	$1,568,771.06	($63,303.62)		$1,505,467.44
324	Regional Water Fund	$2,350,457.23	$218,179.16		$2,568,636.39
325	Sewer Utility	$10,191,290.41	($9,953.96)		$10,181,336.45
328	Douglas County Water Utility	$23,788,224.17	$48,219.91		$23,836,444.08
360	Airport Enterprise Fund	$2,345,435.22	$2,758.22		$2,348,193.44
401	Extraordinary Maintenance	$3,228,007.86	$0.00		$3,228,007.86
405	Ad Val Capital Projects	$1,563,425.21	$301,139.85		$1,864,565.06
410	County Construction	$9,072,375.36	($7,953.34)		$9,064,422.02
420	Park Resident.Const.Tax	$1,204,849.28	$30,000.00		$1,234,849.28
430	Regional Transportation	$13,316,255.01	$357,949.25		$13,674,204.26
440	Capital Projects-Debt Financed	$48,596,604.21	$242,744.52		$48,839,348.73
541	Debt Service	$1,207,087.96	$0.00		$1,207,087.96
600	Dc Redevelopment Area 2-Admin.	$1,678,259.04	$323,717.67		$2,001,976.71
601	Dc Redevl. Area 2-Cap. Projects	$27,988.61	$0.00		$27,988.61
606	Dc Redevel.-Cap.Projects	$2,706,421.61	$0.00		$2,706,421.61
610	Gardnerville Town	$2,091,350.89	$204,248.25		$2,295,599.14
611	Gardnerville Trash	$827,328.97	($13,645.44)		$813,683.53
614	Gardnerville Ad Val Cap Proj	$55,955.60	$0.00		$55,955.60
620	Genoa Town	$859,073.02	$1,835.27		$860,908.29
622	Genoa Ad Val Cap Projects	$58,799.69	$0.00		$58,799.69
624	Genoa Construction Res	$43,774.91	$0.00		$43,774.91
630	Minden Town	$1,066,440.89	$251,100.61		$1,317,541.50
631	Minden Ad Val Cap Project	$200,241.44	$0.00		$200,241.44

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
635	Minden Trash	$446,174.02	$30,508.03		$476,682.05
636	Minden Cap.Equip./Constr.	$3,129,376.21	$0.00		$3,129,376.21
639	Minden Wholesale Water Utility	$7,377,093.78	($24,451.07)		$7,352,642.71
640	Minden Town Water	$11,762,776.61	$79,821.39		$11,842,598.00
710	School District	$1,225,048.15	$4,576,188.39		$5,801,236.54
720	School Dist. Debt	$166,238.07	$613,585.81		$779,823.88
804	Carson Water Sub	$28,457.92	$128,019.15		$156,477.07
806	Cave Rock	$5,380.08	$18,862.30		$24,242.38
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$446,649.62	$2,003,083.97		$2,449,733.59
810	Elk Point Sanitation	$257.47	$498.51		$755.98
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$34,698.51	$221,061.57		$255,760.08
813	Genoa Lakes District	$253,467.74	$0.00		$253,467.74
814	Indian Hill	$32,543.25	$208,192.61		$240,735.86
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$31,694.40	$171,687.20		$203,381.60
822	Lakeridge	$2,491.67	$3,024.98		$5,516.65
823	Legal Services	$6,518.84	$2,594.92		$9,113.76
824	Logan Creek	$4,000.55	$18,301.53		$22,302.08
826	Mgsd	$22,371.69	$100,359.26		$122,730.95
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$3,915.45	$31,864.07		$35,779.52
832	Round Hill GID	$24,591.07	$26,387.33		$50,978.40
834	Sierra Estates	$602.95	$5,427.01		$6,029.96
836	Skyland	$3,322.89	$11,876.70		$15,199.59
838	Tahoe Douglas Sanitation	$12,194.31	$31,352.12		$43,546.43
839	Tahoe Douglas Fire	$382,298.28	$1,088,782.48		$1,471,080.76
840	Topaz Estates	$7,969.39	$35,029.92		$42,999.31
842	Zephyr Cove	$1,706.85	$3,763.88		$5,470.73
844	Zephyr Heights	$5,350.98	$21,409.11		$26,760.09
846	Zephyr Knolls	$1,478.65	$8,174.25		$9,652.90
847	Ef Swim Pool Dist Oper	$115,786.64	$531,714.46		$647,501.10
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$1,783,431.64	($384,251.95)		$1,399,179.69
852	T-D VISITORS AUTHORITY	$0.00	$0.00		$0.00
853	Western NV Reg.Youth Fac.	$0.00	$0.00		$0.00
855	Inmate Commissary Fund	$93,915.65	($1,761.75)		$92,153.90
856	Inmates Trust	$21,108.40	$1,376.55		$22,484.95
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$129,644.11	($1,591.37)		$128,052.74
866	Public Guardian	$1,641,701.89	$0.00		$1,641,701.89
867	Public Administrator	$1,990,774.52	$345,221.26		$2,335,995.78
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$28,694.02	$132,207.47		$160,901.49
890	State Of Nevada	$5,616,719.01	$1,339,458.05		$6,956,177.06
892	Department Of Wildlife	$5,921.11	$0.00		$5,921.11
894	Range Improvements	$376.13	$0.00		$376.13
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 99 Funds		$231,738,814.86	$16,283,162.61		$248,021,977.47

Notes

1 General Fund Revenue Collections

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the sale of one fully depreciated Motor Pool vehicle, a 2010 GMC Sierra pickup, to the Douglas County School District for a total price of $4,000, and authorize the Fleet and Facilities Manager to sign the agreement and any required paperwork. (Jeff MacDonnell, Fleet and Facilities Manager)

RECOMMENDED MOTION:
Approve the sale of a 2010 GMC Sierra pickup to the Douglas County School District for a total price of $4,000 as presented, and authorize the Fleet and Facilities Manager to sign the agreement and any required paperwork.

FINANCIAL IMPACT:
Positive income of $4,000 into 313-000 391.101

BACKGROUND:

Unit 821-278 is a 2010 GMC Sierra pickup, has reached the end of its economic life and was replaced during Fiscal Year 2024–25. This unit is scheduled for auction and expected auction proceeds are $4,000 This estimate reflects typical market returns for similar equipment at auction. The School District has indicated that they are interested in acquiring the vehicle.

ATTACHMENTS:
2025_School_District_Vehicle_Purchase (1).docx

INTERLOCAL CONTRACT FOR THE PURCHASE OF GOODS

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE DOUGLAS COUNTY, NEVADA SCHOOL DISTRICT

This Interlocal Contract for the Purchase of Goods (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (the "County" or "Seller"), and the Douglas County School District ("DCSD" or "Buyer"). The County and DCSD are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties.

2. GOODS TO BE PROVIDED. The goods to be provided by County to DCSD under this contract consist of: one used vehicle further described in Exhibit A, hereto, to be delivered to DCSD at 1120 Airport Road in Minden, Nevada 89423. DCSD has the right to perform a final inspection upon delivery and prior to acceptance, and may unilaterally terminate the Contract if any unsatisfactory condition is discovered at the time of delivery. If so terminated, the County will retain title of the goods and DCSD will not be obligated to pay all or part of the Contract Price. The goods described herein are sold in an AS IS condition. After accepting delivery, DCSD shall have no claim or recourse against the County for any defect or condition. Delivery and acceptance will be accomplished as follows: (1) the goods, including any appurtenances (such as keys or available accessories) will be delivered to the address set forth in this paragraph; (2) DCSD will have an opportunity to inspect the vehicle and upon satisfactory inspection will provide payment to the County as confirmation of acceptance; (3) upon receiving payment, the County will transfer title to DCSD.

3. PAYMENT FOR SERVICES. County agrees to provide the goods set forth in Paragraph 2 for a total Price of Four Thousand Dollars ($4,000) (the "Contract Price") which shall be due upon acceptance of delivery and may be paid by institutional check made out to "Douglas County."

4. WARRANTY. The County warrants and represents each of the following with respect to any goods provided under this Contract: County has exclusive title to the goods and shall pass title to DCSD free and clear of all liens encumbrances, and security interests. The County agrees to execute any documentation necessary to pass title to County upon payment by DCSD of the Contract Price. The goods are sold "AS IS" and "WITH ALL FAULTS." The County makes no warranties or representations with respect to the goods, including without limitation any warranty of merchantability, fitness for a particular purpose, or condition of the goods. By accepting the goods, DCSD acknowledges that DCSD had the opportunity to inspect the goods and accepts the goods in their condition, and assumes all risks as to their quality and

performance. The County shall have no responsibility for any repairs or defects, known or unknown, that exist or may arise on or after the date of sale.

5. 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, instead the Contract will be construed as though written collaboratively by the parties. The Contract Documents consist of this document, Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

6. BREACH AND REMEDIES. Failure of either party to perform any obligation of this contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel this Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law; exercise of one remedy or right is not waiver of any other right or remedy afforded.

7. 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 the Court of competent jurisdiction in Douglas County, Nevada and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

8. ASSIGNMENT. This Contract (including any individual right, obligation or duty) shall not be assigned, transferred nor delegated any rights, obligations or duties without the prior written consent of the other party.

9. MODIFICATION OF CONTRACT. The Contract and the attached exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

10. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

11. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Party.

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

Douglas County, Nevada

By: _____

Jeffrey MacDonnell, Fleet and Facilities Manager

(Date)

Douglas County School District

By: _____

Name: (Date)

Title:

Exhibit A
(*Identification of Goods to Be Provided*)

2010 GMC Sierra pick-up VIN# 1GTPKTE03AZ207305

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on a $770,000.00 contract with Specialized Elevator Service Holdings LLC, dba Koch Elevator, to update two (2) elevators in the Judicial and Law Enforcement Center (JLEC) and two (2) elevators at the Tahoe Admin building; and authorize the County Manager to execute all contract documents and change orders up to 10% of the original contract price. (Jeff MacDonnell Fleet and Facilities Manager)

RECOMMENDED MOTION:

Approve a $770,000.00 contract with Specialized Elevator Service Holdings LLC to update the elevators at the JLEC and the Tahoe Admin building; and authorize the County Manager to execute all contract documents and change orders up to 10% of the original contract price.

FINANCIAL IMPACT:

$770,000.00 from Project #24B01.0104 in Fund 401-705 562.000 included in the budget.

BACKGROUND:

Douglas County Public Works identified that six (6) of the seven (7) elevators within the county needed updates to meet new safety compliance mandates and service requirements. Capital Improvement Plan funds for elevator modernization to bring County elevators into compliance have been allocated. In FY2023-24, both elevators at the Historic Courthouse and Minden Inn were completed.

Bids were solicited for the JLEC and Tahoe Admin building project, with an estimated cost of $810,000 for this final phase. Specialized Elevator Service Holdings LLC, dba Koch Elevator and Enpro Elevator, were the only responsive and responsible bidders, and Specialized Elevator Service

Holdings LLC, dba Koch Elevator had the lowest bid of $770,000. Staff recommends entering into a contract with Specialized Elevator Service Holdings LLC, dba Koch Elevator to complete this work.

ATTACHMENTS:

C522 Contract for Const of a Small Project_Elevators.pdf
_01_Solicitation_Elevator.pdf
Bid_Opening_Bid_Tabulation_Sheet.pdf

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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NUCA
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CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **Douglas County, Nevada** (Owner) and **[Legal name of Contractor]** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **25-26 Elevator Modernization – JLEC (1038 Buckeye Rd, Minden)**

2. **25-26 Elevator Modernization – Tahoe Admin (175 Hwy 50, Stateline)**

Both of which consist generally of modernizing two elevators in each location to comply with ASME A17.1 Safety Code for Elevators and Escalators, et al.; and eliminating current ASME A17.3 code compliance challenges.

C. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **in Minden, Nevada at 1038 Buckeye Rd. and Stateline, Nevada at 175 Hwy 50**

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

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D. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Performance bond.
3. Payment bond.
4. Douglas County Building Permit(s)
5. Addenda:
   a. _____
6. Exhibits to this Contract (enumerated as follows):
   a. **Exhibit A, Specifications**
7. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Notice to Proceed (EJCDC® C-550).
   b. Work Change Directives (EJCDC® C-940).
   c. Change Orders (EJCDC® C-941).
   d. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

A. The County/Owner designates **Jeff MacDonnell** as the Engineer for this Project.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

A. The Work will be completed and ready for final payment ("Final Completion") by no later than **June 30, 2026**. Notwithstanding this timeline, the period during which Contractor is authorized to render each elevator out-of-service shall be limited to **50 consecutive calendar days**. Out-of-service days that occur after the expiration of the 50 consecutive calendar day period will be subject to the liquidated damages provisions in Paragraph 4.02.

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4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner $**400.00** for each day that expires after the Contract Time for Final Completion until the project is ready for final payment. The liquidated damages for out-of-service days will be $**200.00** for each day for each elevator that that is out of service beyond the times set forth in Paragraph 4.01.

4.03 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.

B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

4.05 *Work Hours*

A. Work at the Site shall be limited to the following times:

1. Monday - Friday: 7:00 a.m. until 6 p.m.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

6 Owner shall pay Contractor, in accordance with the Contract Documents, at the following lump sum prices per bid item for the Work completed:

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Item No.	Description	Price
1	Tahoe Admin- NV3054 Elevator Modernization	$192,500.00
2	Tahoe Admin- NV3053 Elevator Modernization	$192,500.00
3	JLEC- NV 2913 Elevator Modernization	$192,500.00
4	JLEC- NV 2912 Elevator Modernization	$192,500.00
Total of all extended prices for Estimated Quantities of Work		**$770,000.00**

Payment will be made in an amount equal to the total of all prices for actual Work completed.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	**Statutory**
Employer's Liability	
Each Accident	$
Each Employee	$
Policy Limit	**$ 1,000,000**

b. *Commercial General Liability*

General Aggregate	$ 1,000,000
Products - Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	**$ 1,000,000**
Bodily Injury and Property Damage—Each Occurrence	**$ 1,000,000**

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c. *Automobile Liability*

Combined Single Limit (Bodily Injury and Property Damage)	**$ 1,000,000**

d. *Excess or Umbrella Liability*

Per Occurrence	$ N/A
General Aggregate	$ N/A

e. *Contractor's Pollution Liability*

Each Occurrence/Claim	$ 1,000,000
General Aggregate	$ 1,000,000

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

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7.03 *Other Work at the Site*

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

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C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on or around the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

G. Contractor understands that the Work will be conducted in a building that experience high traffic by the public and County staff. Contractor shall take all necessary precautions to protect individuals from exposure to any hazardous condition.

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7.10 *Submittals*

A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.

E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.

F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

1. During the one year following date of substantial completion, response to work found to be defective, shall be **24 hours or less**.

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7.13 *Indemnification*

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide the Site and easements required to construct the Project.

D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

A. Engineer will be Owner's representative during construction.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in

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contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

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B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:

1. Review the condition in question;

2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.

C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

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ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 21 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction in Douglas County, Nevada unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.

D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

A. Contractor warrants that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all defective Work.

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E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

A. The Owner shall retain **5**% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

D. Reductions in payment will be processed in accordance with NRS 338.525.

14.05 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

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defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.

C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

B. The final application for payment must be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all pending claims; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

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14.09 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

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15.03 *Owner May Terminate for Convenience*

A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by

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commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" in the e-mail's subject line.

17.02 *Cumulative Remedies*

A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

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The Effective Date of the Contract is **[date to be inserted at the time of execution].**

Owner: Douglas County

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jenifer Davidson
(typed or printed)

Title: County Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Jeff MacDonnell
(typed or printed)

Title: Fleet & Facilities Manager
(typed or printed)

Address:

1110 Airport Rd. Bldg. H2 PO Box 218

Minden, NV. 89423

Phone: (775)783-6437

Email: jmacdonnell@douglasnv.us

Agreement.)

Contractor:

Specialized Elevator Services Holdings, LLC OBA Koch Elevator
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 10/9/25
(date signed)

Name: Rachel Jones
(typed or printed)

Title: Branch Manager
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

2505 Mill Street, Suite B

Reno, Nevada 89502

Designated Representative:

Name: Rachel Jones
(typed or printed)

Title: Branch Manager
(typed or printed)

Address:

2505 Mill Street, Suite B

Reno,Nevada89502

Phone: 775-323-8822

Email: rjones@kochelevator.com

License No.: 0089731
(where applicable)

State: Nevada

EJCDC® C-522, Contract for Construction of a Small Project.
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SOLICITATION OF BIDS
Elevator Modernization

Sealed bids for the **25-26 Elevator Modernization** will be received by Douglas County via hard copy to Douglas County Public Works, 1120 Airport Road #F2; Minden, Nevada 89423 until **10:00 a.m. on 9/24/2025**, at which time the Bids received will be opened publicly. Bids received after the aforementioned time will not be opened or considered.

The project generally consists of furnishing all labor, materials and equipment required to modernize the elevators at the JLEC (1038 Buckeye Rd.) and Tahoe Admin (175 HWY 50) as more particularly described in the Bidding Documents.

Bidding Documents may be obtained electronically from the Douglas County website at https://www.douglascountynv.gov/r_f_p__bid.

The Engineer's estimate for this project is: $700,000 to $810,000

Public Works Project Number: _DO-2025-496_____

Bidders may direct bid-related questions to:

Jeff MacDonnell
Fleet and Facilities Manager, Public Works Department
P.O. Box 218
Minden, Nevada 89423
jmacdonnell@douglasnv.us
775-790-7443

Douglas County reserves the right to reject any and all bids and to waive irregularities in the bids.

Dated: 8/18/2025

Jeff MacDonnell

Douglas County Public Works
Fleet and Facilities Manager
1120 Airport Road
P.O. Box 218
Minden, NV 89423
(775) 790-7443

FY25-26 Elevator Modernization – Bid Tabulation

Douglas County Public Works

Sep. 24 2025 – 10:00 AM

Contractor	A	B	C	D	E	F	G	H	Bid Value
Koch Elevator	X		X	X	X	X	X	X	770,000 cc
Enpro Elevator, Inc	X		X	X	X	X	X	X	789,630 cc

A. (Section 00 41 43) Bid Form/ Vendor
B. (Section 00 42 43) Non Colusion
C. (Section 00 45 13.02) List of Proposed Subcontractors/ Prime (Submitted with Bid)
D. (Section 00 45 13.01) Construction Contractor's Qualification Statement for Engineering Construction-2 hr.
E. (Section 00 43 13) Bid Bond
F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids (on bidder supplied form)
G. Contractor's License Number or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids
H. Addendum acknowledgement

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve an $84,050 contract with Financial Consulting Solutions Group, Inc. to provide professional water rate study consulting services for the Douglas County Water Utility and authorize the Director of Public Works to execute the contract and change orders up to 5% of the original contract price. (Rick Robillard, Deputy Public Works Director)

RECOMMENDED MOTION:
Approve an $84,050 contract with Financial Consulting Solutions Group, Inc. to provide professional consulting services as presented and authorize the Director of Public Works to execute the contract and change orders up to 5% of the original contract price.

FINANCIAL IMPACT:
Funds have been budgeted and are available in Fiscal Year 2025-26 budget in 328-849 521.100 Professional Services.

BACKGROUND:
The Douglas County Water Utility wishes to engage the services of Financial Consulting Solutions Group, Inc. (FCS Group, a Bowman Company) to perform professional consulting services to develop future Water Utility rates. FCS Group will examine the revenue requirements, perform a cost-of-service analysis, establish a rate design, and review connection charges for the Water Utility. A water rate study will ensure that the Water Utility is meeting its financial obligations as outlined in Douglas County Administrative Policies and Procedures 300.08 Financial Policies for Enterprise Funds, including Capital Project replacement, to provide safe, reliable, drinking and fire protection water.

ATTACHMENTS:
2025_FCS_Bowman_Contract_Water_Rate_Study.docx
Douglas County Public Works - Water Rate Study Proposal_Exhibit A.pdf

CONTRACT FOR PRODUCTS AND SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS A BOWMAN COMPANY

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 ***Financial Consulting Solutions Group, Inc., dba FCS, a Bowman Company***, a Washington State Corporation (EIN: 91-1417946) ("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, the Parties wish to enter into a contract pertaining to water rates and financial services; 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 upon execution by both parties ("Effective Date"). Unless earlier terminated as set forth in this Contract, the term of this contract shall run until the services are completed. Time is of the essence in this Contract.

2. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to: a water rate study that offers a financial plan for Utility water rates. The Materials and Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed Eighty-Four Thousand and Fifty Dollars ($84,050). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Payment requests 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 payment request, a schedule of actual costs for the period, a cumulative total of expenditures for the entire contract, and a comparison of the cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his associates, and employees shall have the status of 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 is provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this Agreement.
b. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of the 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 the County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
i. Contractor understands that Contractor is solely responsible for paying 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 the County for all payments the County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, before 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, before 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:

> ***Financial Consulting Solutions Group, Inc*** *has entered into a contract with Douglas County to perform services through approximately December 31, 2026, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.*
>
> *The certificate and notice should be mailed to:*
>
> *Douglas County*
> ***Rick Robillard, Public Works***
> *ATTN:* ***Deputy 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 whole 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, before the expiration of the six months, 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 months, 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, instead 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: This term shall not be construed as a limitation on any other remedies that might be available to the County. The services will be provided in a professional and workmanlike manner, 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 Agreement.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the Contract within 30 days after receiving notice of the breach and having been given a reasonable opportunity to cure. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due before the date of termination. At any time after the first anniversary date, the County may terminate this contract without cause by giving notice of its intent not to renew, which shall take effect no sooner than 30 days after the date of the notice.

8. LICENSING. Contractor agrees to maintain any required licenses to perform any services for the County. The failure to maintain any required license will result in immediate termination of this Contract.

9. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor, and Contractor is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such evidence of insurance must be provided at least annually throughout the term of this Contract, and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

10. 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. The contractor will have no claim of any kind to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted in accordance with the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document and Exhibit A. The Parties agree to be bound by the terms, conditions, and specifications set forth in all Contract Documents, except as specifically modified or amended.

The terms of the Contract Documents shall, to the extent reasonably practical, be read as complementary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail; thereafter, the terms of Exhibit A.

12. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties agree to first meet and confer to resolve it. If such a meeting does not resolve the dispute, the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed upon 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 proceed only before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

13. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state, and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

14. ASSIGNMENT. Contractor will neither assign, transfer, nor delegate any rights, obligations, or duties under the Contract without the prior written consent of the County.

15. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

16. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow, or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

17. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

18. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents, and employees harmless from all claims, causes of action, or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

19. ENTIRE AGREEMENT & MODIFICATION OF CONTRACT. This Contract and the attached Exhibit A constitute the entire agreement and understanding between the Parties and may be modified only by a written amendment signed by both Parties. This Contract supersedes and replaces the 2022 Contract. To avoid any confusion, the County has paid all sums due under the 2022 Contract and shall not be responsible for any further payments under that contract.

20. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

22. 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.

23. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

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

25. 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.

26. NOTICES. All notices, requests, demands and other communications hereunder must be in writing. They 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: Deputy Director, Public Works
Post Office Box 218
Minden, Nevada 89423

To Contractor: **Financial Consulting Services Group, Inc**
323 3rd Ave, Suite 100
Longmont, CO 80501

27. 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 from the Contract without penalty or payment. 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.

Financial Consulting Services Group, Inc.

By: _____
Name, title:
(Date)

Douglas County

By: _____
Jenifer Davidson, County Manager (Date)

Douglas County Public Works
WATER RATE STUDY

PROJECT UNDERSTANDING

Douglas County Public Works (County) is seeking to review the water rates and connection charges to implement new rates by July 1, 2026. In 2018, Resolution 2018R-040 established the Douglas County Water Utility Fund upon fully consolidating the water utility infrastructure under one enterprise fund as permitted by Nevada law. FCS, a Bowman company (FCS), is proposing to provide a rate study that offers an integrated financial plan utilizing this fund, linking costs and revenues to changes in key parameters to support the County's goals. The financial plan not only establishes a framework for understanding the County's current operational baseline, it also builds in the flexibility to evaluate changes in key parameters. This water rate study will include a financial plan that will build on the previous work accomplished through the 2018 Water Consolidation study. It will evaluate the sufficiency of existing revenue to meet the total annual obligations on a self-supporting basis, including current and identified future financial and policy obligations, operation and maintenance (O&M) needs, debt service obligations, and capital projects needed for repair, replacement, and regulatory compliance.

The following task plan has been developed to meet the needs expressed during our recent meeting. We have organized our work efforts into major tasks that align with the core technical aspects of the water rate study, aiming to foster a smooth, informed, and interactive process.

SCOPE OF SERVICES

TASK 1: INITIAL PROJECT MEETING

An initial project meeting will be scheduled at the commencement of the project with FCS and the County project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service, and administration. The intent of the meeting is to confirm the goals and objectives of the overall rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work, identifying project objectives, expectations, and deliverables, outlining the project schedule and key milestone review points, and discussing appropriate lines of communication.

Deliverables

- Project schedule with task completion and key milestone review points
- Identification of project team communication leads
- Schedule standing project check-in meetings
- Approved project work plan

323 3rd Ave, Suite 100, Longmont, CO 80501
P: 303.309.0369
fcsgroup.com | bowman.com

TASK 2: DATA COLLECTION & CUSTOMER STATISTICS VALIDATION

FCS will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances, comprehensive planning documents, and customer billing data. The data will be reviewed, analyzed, and validated for inclusion in the study process. This task includes a detailed customer billing statistics validation. Individual customer data, including the number of accounts, meter size, usage patterns (annual use, peak use, etc.), will be evaluated and validated against actual revenues collected. This revenue reconciliation will identify anomalies to be corrected prior to developing future revenue and customer counts and use / demand projections. Validation of the customer statistics data set with customer demands and revenue generation is critical to the rate study as it establishes the foundation for all of the major analytical phases (revenue requirement, cost of service, and rate design).

Deliverables

- Validated financial, engineering, and customer usage data that serves as the primary input for the study
- Bill frequency analysis to inform conservation-based rate structure
- Customer class demand profiles that tie to revenue projections

TASK 3: REVENUE REQUIREMENT

This task establishes a multi-year financial management plan that meets the projected total financial needs of the water system by generating sufficient, sustainable revenue. Annual cash flow needs will be analyzed by identifying expenses incurred to operate and manage the system. This includes cost increases resulting from changes in staffing and/or enhanced programs or initiatives, existing contract cost arrangements, capital repair/replacement needs, new and existing debt repayment obligations, and fiscal policy achievement. Alternative rate strategies and scenarios will be developed, taking into account operational changes, capital prioritization with classifications (Most Critical, Critical, Important, and Other), and overall infrastructure funding approaches for long-term capital needs. These scenarios can be used to ultimately inform decision-making and optimize proposed rate strategies.

Deliverables

- Fiscal policy evaluation with recommendations
- Multi-year financial plan
- Capital funding plan and scenario development
- Baseline financial plan plus up to three (3) rate implementation scenarios

TASK 4: COST-OF-SERVICE ANALYSIS

The cost-of-service analysis (COSA) involves allocating utility costs to customer classes based on a methodology consistent with industry-accepted ratemaking principles. This analysis establishes a defensible basis for assigning cost shares and defining "cost equity" among the County's customers in a way that is tailored to the unique characteristics of the County's water system and customers.

The COSA accounts for differences in the character and nature of service provided to various customer classes when defining "equitable" cost recovery. The COSA develops a series of functional allocations that distribute cost pools to classes of customers linked to a proportionate share of costs required to serve their demand (see table below). The COSA will evaluate how existing revenue compares to the identified cost recovery by class of service and determine whether cost imbalances are present. An action plan to address imbalances over a multi-year period will be developed, if necessary.

WATER FUNCTIONS
Customer
Base capacity (average demand)
Peak capacity (peak demand)
Meters and Services
Fire

Deliverables

- Class-based equity evaluation.
- Cost-based unit costs by function, class, and/or service level.
  - Additional cost analysis related to Fire regarding the water system adjacent properties
- COSA phase-in, if warranted.

TASK 5: RATE DESIGN

The rate design process involves developing rates (including both fixed and variable charges) for each customer class that recovers its allocated cost. In addition to serving as a mechanism for cost recovery, the County's rate structures are a valuable tool for promoting key objectives such as revenue stability, conservation, and affordability. Recognizing that the County's priority of these objectives can change over time, this task includes the selection and development of two (2) alternative rate structures. The rate alternative will be designed to generate sufficient revenue to meet the revenue requirement forecast and address any material inequities identified in the COSA findings. In addition, rate designs will be consistent with the County's fiscal policies and billing system capabilities.

Deliverables

- Two (2) preferred rate structure alternatives aligned with identified County priorities.
- Schedule of water rates for each class.
- Bill impact analysis that shows the number of and the degree to which rate design changes impact different customers.
- Additional review of a hydrant rate for the water system adjacent properties
- Comparative survey of sample monthly bills for up to five (5) jurisdictions of interest to the County.

TASK 6 | CONNECTION CHARGE UPDATE

Connection charges are one-time fees for new or redevelopment used to recover a proportional share of the value of facilities required to provide service. The existing water connection charges are found in Resolution 2019R-032.

FCS will use the information collected in Task 2 to recalculate the connection charge using the same methodology from the final report issued in August 2019. That methodology includes evaluating existing investments in plant assets, proposed capital improvements, and the capacity those investments can provide. It is a comprehensive evaluation of the existing plant in service, proposed additions to the water plant capacity, and expected growth in the County.

Deliverables

- Functionalized connection charge (Water: source, treatment, storage, pumping, transmission/distribution)
- Calculate maximum allowable connection charge.
- Schedule of charges.

TASK 7 | PROJECT REVIEW MEETINGS/PRESENTATIONS

The success of a rate study relies on an open and involved process for informing and educating the Board of County Commissioners and ratepayers. This task includes our attendance and participation in up to six (6) check-in meetings with County staff and up to four (4) review meetings at key milestones. We propose that these meetings be conducted remotely. Up to two (2) meetings with the Board of County Commissioners, including the development of presentation materials, are also proposed. We recommend these meetings be conducted in a workshop setting to allow for open dialogue and discussion. These meetings are budgeted as remote and can be changed to in-person if preferred, with additional budget.

Deliverables

- Up to six (6) staff-level check-in meetings
- Up to four (4) review meetings at key milestones.
- Up to two (2) Board of County Commissioners presentations.
- Development of presentation materials.

TASK 8 | DOCUMENTATION

A written draft and final report documenting the rate study process, methodology, key assumptions, results, and recommendations will be provided. The electronic model will provide the technical exhibits.

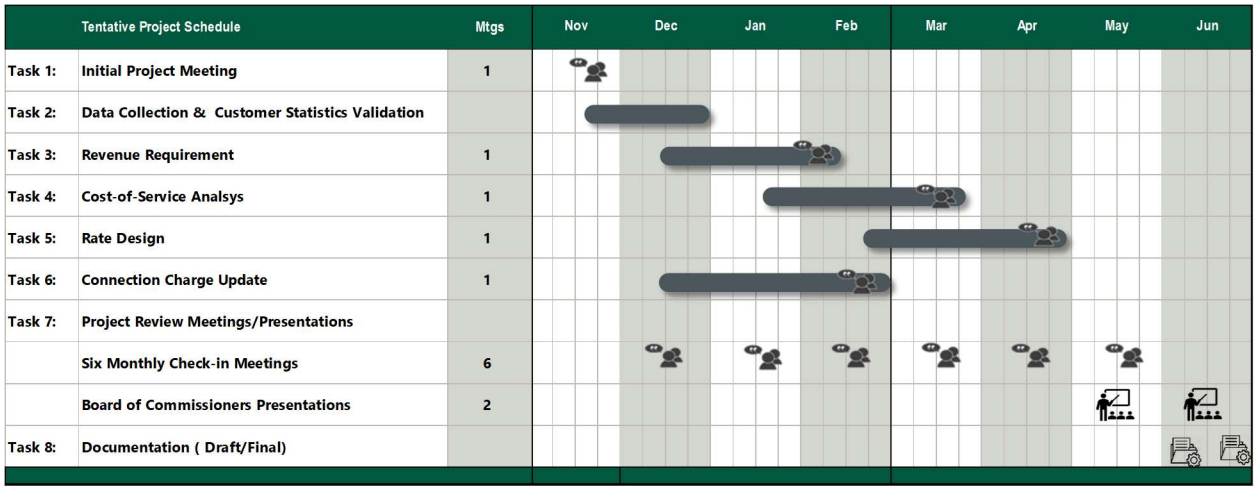
Deliverables

- An electronic copy of the draft and final reports.
- Copy of the Excel-based rate model, including the connection charge analysis.

SCHEDULE

Completion of the analysis is based on a variety of factors. These include the timeliness of receiving the requested data/information, the quality of data, the ability to schedule meetings in a timely manner, and the County's ability to provide policy direction for the study to move forward at key milestones. A specific project schedule that meets the County's needs will be developed during the initial project meeting. The County has expressed the need to have rate recommendations in sufficient time for rate implementation effective July 1, 2026.

Our tentative schedule would be as follows:



BUDGET

Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget. We have separated each key task to offer the County flexibility to select a combination of tasks to meet any budget constraints, and we are willing to work with the County on prioritizing the various tasks based on its current goals/objectives.

Task Detail	Principal	Project Manager	Operations Staff	Total Estimated Hours	Total Budget
Task 1 Initial Project Meeting (remote)*	4	6	6	16	$ 3,880
Task 2 Data Collection & Customer Statistics Validation	6	6	12	24	5,730
Task 3 Revenue Requirement	8	16	25	49	11,280
Task 4 Cost-of-Service Analysis	10	16	30	56	12,930
Task 5 Rate Design	10	16	25	51	11,930
Task 6 Connection Charge Update	8	12	20	40	9,360
Task 7 Project Review Meetings/Presentations					
-Up to six Monthly Check-in Meetings @ 1 hr. (remote)	6	6	6	18	4,530
-Up to four Review Meetings @ 2 hrs. (remote)	8	8	8	24	6,040
-Presentation Materials	2	10	10	22	4,950
-Board of Commissioners Presentations					
Up to two (2) meetings @ 2 hrs. each (remote)	4	4		8	2,220
Task 8 Documentation	8	20	20	48	11,200
TOTAL BUDGET ESTIMATE	74	120	162	356	$ 84,050
Billing Rate	$ 325	$ 230	$ 200		

** All meetings are budgeted as remote. An additional budget amount for time and travel would be needed to attend in person.*

Although we have tried to estimate the level of effort by task, the amount billed for any specific task may vary from the estimates shown above, depending on the amount of time actually spent on that task. We propose to complete the task plan outlined above for an amount not to exceed **$84,050**. This estimate is valid through November 30, 2025. Beyond that date, we may adjust the estimate to incorporate our prevailing hourly billing rates. If any additional services are required due to unforeseen circumstances and/or conditions, FCS will notify the County and will obtain the County's written approval prior to proceeding with any additional work.

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize the Douglas County Sheriff's Office to accept a cash donation of $15,300 from the Nevada Car Coalition to be used by the Sheriff's Office to fund the Canine Program, and adopt **Resolution 2025R-096** increasing the budget authority in the Assigned Use Sheriff Canine Program (297-000 367.109) by the donated amount. (Undersheriff Elges)

RECOMMENDED MOTION:
Authorize the Douglas County Sheriff's Office to accept a cash donation of $15,300 from the Nevada Car Coalition to be used by the Sheriff's Office for Canine expenses and adopt Resolution 2025R-096 as presented.

FINANCIAL IMPACT:

The $15,300 in donated funds to be deposited into the Sheriff Donation's Account 297-000-367.009 (Assigned Use - Sheriff's K9 Program). Resolution 2025R-096 will augment the budget and give authority to spend these funds as needed.

BACKGROUND:

The Nevada Car Coalition has generously donated these funds to the Sheriff's Office to help fund the Canine project. Resolution 2025R-096 increases the budget authority for the Sheriff's Office to use these funds as intended. NRS 354.598005 allows for and provides guidelines to local governments to augment, or increase, their budgets if resources actually available during the budget period exceed those estimated. As defined in NRS 354.493, a budget augmentation is a “procedure for increasing the appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations.”

ATTACHMENTS:
Donation Form.pdf
Resolution 2025R-096.pdf

DOUGLAS COUNTY
Tax ID# 88-6000031

DONATION ACCEPTANCE FORM

Name of Donor: Nevada Car Coalition

Address: PO Box 51 **City:** Minden **State:** Nevada **Zip:** 89423

Description of donation: Cash donation for the canine unit

Donor estimate of current value: $15,300.00

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

n/a

Intended use: Canine Unit

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

County Department receiving donation: Douglas County Sheriff's Office

County Representative receiving donation: Sheriff Dan Coverley

Deposit GL Account: 297-000 367.109 **GL Account Description:** Assigned - Sheriff K9 Program

Resolution # 2025R-096
(to augment budget and authorize expenditure of donated funds)

BOCC Date 11/20/2025
(required if donation >$10,000 or submitting a resolution)

APPROVED / DISAPPROVED

10/27/25
Date

Daniel J. Coverley
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

RESOLUTION NUMBER 2025R-096

RESOLUTION AUGMENTING THE
Douglas County Sheriff's Office
2025-2026 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Revenue		
297-000 367.109	Assigned - Sheriff K9 Program	15,300.00
	TOTAL REVENUES	15,300.00
Expenditures		
297-716 550.160	Assigned - Sheriff K9 Program	15,300.00
	TOTAL EXPENDITURES	15,300.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2025-2026 Fiscal Year budget is herein amended.

Adopted this 20th day of November, 2025 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____

Sharla Hales, Chairwoman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. 11.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of an employee service award to Lucille Rao for 20 continuous years of service to Douglas County. (Kate Moroles-O'Neil, Principal Planner)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
Lucille Rao will be presented with an employee service award for her 20 years of dedicated, magnanimous and continuous service to Douglas County.

ATTACHMENTS:

AGENDA ITEM NO. 11.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2025P-098**, proclaiming November 2025, as "Movember" Men's Health Awareness Month. (Carson Valley Health Foundation Cancer Care Fund)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
The month of November is widely recognized by many organizations as Movember or a men's health awareness month (for issues like prostate/testicular cancer and men's mental health). Movember Foundation is a global charity highlighting issues involving men's health.

ATTACHMENTS:
Proclamation 2025P-098 Mens Health Awareness Month.pdf

PROCLAMATION 2025P-098

DOUGLAS COUNTY BOARD OF COMMISSIONERS

NOVEMBER AS MOVEMBER MEN'S HEALTH AWARENESS MONTH

WHEREAS, the global charity Movember Foundation is dedicated to having an everlasting impact on the face of men's health; and

WHEREAS, the Movember movement unites millions of participants worldwide who raise funds and awareness to improve men's health outcomes, focusing on prostate cancer, testicular cancer, mental health, and suicide prevention; and

WHEREAS, men continue to face unique health challenges, including higher rates of certain cancers and mental health struggles, often resulting in shorter life expectancy compared to women; and

WHEREAS, awareness, early detection, and open conversations can significantly improve health outcomes and save lives; and

WHEREAS, physical activity and social connection—key elements of the Movember campaign—help reduce the risk of chronic disease, support mental wellbeing, and strengthen community bonds; and

WHEREAS, Douglas County proudly joins communities across the nation in supporting the Movember movement, encouraging men to grow a moustache, women to show their support, and all residents to get active, start conversations, and promote healthy living.

NOW, THEREFORE, the Douglas County Board of Commissioners does hereby proclaim November 2025 as MOVEMBER MEN'S HEALTH AWARENESS MONTH and urges all residents of Douglas County, Nevada, to join in recognizing this important observance and take action to help change the face of men's health.

ADOPTED THIS 20th DAY OF NOVEMBER 2025 BOARD OF COUNTY COMMISSIONERS

Sharla Hales, Chairwoman

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF DOUGLAS COUNTY TO BE AFFIXED THIS 20th DAY OF NOVEMBER, IN THE YEAR OF OUR LORD 2025.

Amy Burgans, Clerk Treasurer

AGENDA ITEM NO. 11.3

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2025P-097**, proclaiming November 29, 2025, as Small Business Saturday in Douglas County. (Chairwoman Hales)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
Small Business Saturday is November 29, 2025 in Douglas County. This proclamation acknowledges the importance of all small businesses and encourages the public to shop small.

ATTACHMENTS:
Proclamation 2025P-097-Small Business Saturday.pdf

PROCLAMATION 2025P-097

DOUGLAS COUNTY BOARD OF COMMISSIONERS

NOVEMBER 29, 2025, AS SMALL BUSINESS SATURDAY IN DOUGLAS COUNTY

WHEREAS, the government of Douglas County, Nevada celebrates our small local businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 33.2 million small businesses in the United States that represent 99.9% of all businesses in the country and employ 61.7 million Americans; and

WHEREAS, Small Business Saturday is a day dedicated to supporting small businesses and communities across the country and is part of the larger Shop Small Movement. Founded by American Express in 2010 and co-sponsored by the Small Business Administration since 2011, this day is celebrated each year on the Saturday after Thanksgiving. Since its inception, consumers have reported spending an estimated $201 billion at small businesses across the United States; and

WHEREAS, Douglas County, Nevada supports our local businesses that create jobs, boost our local economy, and preserve the unique character of our communities; and

WHEREAS, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

THEREFORE, BE IT PROCLAIMED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS, November 29, 2025, as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

ADOPTED THIS 20th DAY OF NOVEMBER 2025 BOARD OF COUNTY COMMISSIONERS

Sharla Hales, Chairwoman

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF DOUGLAS COUNTY TO BE AFFIXED THIS 20th DAY OF NOVEMBER, IN THE YEAR OF OUR LORD 2025.

Amy Burgans, Clerk Treasurer

AGENDA ITEM NO. 12.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

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

RECOMMENDED MOTION:
Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

FINANCIAL IMPACT:
Unknown at this time. Compliance with the new 2024 codes may increase both construction costs and staff review time, but staff cannot quantify this amount as it will be different for each project and will change as parties become more accustomed to the 2024 codes.

BACKGROUND:
Tasked with the adoption of the 2024 International and Uniform Codes, the Community Development Department participated in a regional review of the 2024 Northern Nevada Amendments to ensure that citations and references throughout were up-to-date and accurate. All inconsistencies, code section changes, and citations were corrected. Staff then compared our Appendix B to the updated 2024 Northern Nevada Amendments, and again, all inconsistencies, code section changes, and citations were corrected.

On July 1, 2025, the Community Development Department provided public notification via its website regarding the adoption of a new code cycle, effective January 5, 2026. This cycle includes the 2024 International Building Code, the 2024 Northern Nevada Amendments, and local amendments.

Staff proceeded to review and revise the Appendix B code language to better assist our constituents and code official with clarity. This provided an additional opportunity to edit and format our existing document for any other shortcomings. Staff worked closely with both the East Fork and Tahoe Douglas Fire Protection Districts to ensure that our codes are consistent with the standards used by those Fire Districts. Through several collaborative meetings, the Staff and the Fire Districts ultimately arrived at a set of standards that is acceptable to all parties. Douglas County will continue to support both Fire Districts with their code amendments in the previously approved B1 and B2 formats.

During this entire process, staff worked to ensure that all code changes were supported with sound evidence, used clearly defined language, and were consistent with other codes. Staff also worked to ensure that revisions specific to Douglas County were maintained. The result is an updated Appendix B that is clearer, more concise, more intuitive, and easier to follow.

Staff are proposing that the Board repeal and replace existing code and appendices rather than make redline changes. This is being proposed for two main reasons. First, the quantity of model codes that will be adopted - 13 - makes redlines changes difficult, especially where the model codes have been renumbered or significantly revised. Second, the formatting used throughout Appendix B already illustrates the County's changes to the model codes, which makes redline changes to the County's changes difficult to understand and implement.

ATTACHMENTS:
Ordinance 2025-1656 - DCC 20.800 and Appendices B B1 B2 (CLEAN) (v3).pdf
EFF RECORDED - IFC AMENDMENTS.pdf
EFF RECORDED - WUI AMENDMENTS.pdf
TDFPD- Recorded Resolution (25R-011).pdf
TDFPD- Recorded Resolution (25R-012).pdf
2024 NNICC_Code_Amendments_Final_2-20-2025.pdf
2024 Design Criteria.pdf

ORDINANCE 2025-1656

SUMMARY

Ordinance 2025-1656, revising Title 20 of the Douglas County Code, by repealing and replacing: (1) Chapter 20.800; (2) Appendix B - Uniform Code Revisions; (3) Appendix B1 – East Fork Fire Protection District Amendments to the IFC and WUI Codes; and (4) Appendix B2 – Tahoe Douglas Fire Protection District Amendments to the IFC and WUI Codes.

TITLE

Ordinance 2025-1656, revising Title 20 of the Douglas County Code, by repealing and replacing: (1) Chapter 20.800; (2) Appendix B - Uniform Code Revisions; (3) Appendix B1 – East Fork Fire Protection District Amendments to the IFC and WUI Codes; and (4) Appendix B2 – Tahoe Douglas Fire Protection District Amendments to the IFC and WUI Codes.

THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF DOUGLAS, IN THE STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I: The existing text of Chapter 20.800 of the Douglas County Code is hereby repealed and shall be replaced with the language that follows:

BUILDING AND CONSTRUCTION PERMITS

Chapter 20.800
General Provisions

20.800.010 Purpose.

The purpose of this part is to prescribe regulations governing conditions hazardous to life and property from fire or explosion; to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, encroachment of public rights-of-way, quality of materials, use and occupancy, location and maintenance of all buildings, structures, public and private utilities and infrastructure within Douglas County and certain specifically regulated equipment. The purpose of this part is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

20.800.020 Permit Policy and Procedures

It is the county's policy that the issuance of building and construction permits is subject to the control of the county pursuant to the Master Plan for the orderly, planned, efficient, and economical development of the county.

A. The county issues the following building and construction permits: building, site improvement and encroachment. Requirements for such permits and procedures to obtain such permits are set forth in the nationally recognized codes adopted in section 20.800.040, as amended.

B. Before issuing a permit, the property must be able to be used safely without danger to health or peril from fire, flood, slope instability or other menace, and that adequate public facilities and improvements exist or are proposed to be constructed and proper drainage, water, sewerage, and capital improvements such as schools, parks, recreation facilities, transportation facilities are provided, and improvements comply with the provisions of this code.

20.800.030 Specialized or uniform codes adopted.

The board adopts the following nationally recognized codes together with the 2024 Northern Nevada Amendments to those codes along with Appendix B, B1 and B2 of Title 20 stating portions these codes being deleted, modified or amended.

A. The **International Building Code ("IBC"), 2024 Edition**, including section 113, and Appendices C, I and J as amended, except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

B. The **International Residential Code ("IRC"), 2024 Edition**, and Appendices BB and BF as amended, except the portions deleted, modified or amended by the 2024Northern Nevada Amendments and Appendix B of Title 20.

C. The **Uniform Mechanical Code ("UMC"), 2024 Edition,** except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20

D. The **Uniform Plumbing Code ("UPC"), 2024 Edition**, and the IAPMO Installation Standards except for the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

E. The **National Electrical Code ("NEC"), 2023 Edition**, except for the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

F. The **International Energy Conservation Code ("IECC"), 2024 Edition**, except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

G. The **International Existing Building Code ("IEBC"), 2024 Edition**, except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

H. The **International Fuel Gas Code ("IFGC"), 2024 Edition**, except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

I. The **International Mechanical Code ("IMC"), 2024 Edition**, except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

J. The **International Fire Code ("IFC"), 2024 Edition**, except the portions deleted, modified or amended by Appendix B1 (East Fork Fire Protection District) or Appendix B2 (Tahoe Douglas Fire Protection District) of Title 20.

K. The **International Wildland Urban Interface Code ("WUI"), 2024 Edition**, except the portions deleted, modified or amended by Appendix B1 (East Fork Fire Protection District) or Appendix B2 (Tahoe Douglas Fire Protection District) of Title 20.

L. The **International Swimming Pool and Spa Code ("ISPSC"), 2024 Edition**, except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.

M. The **Standards for Accessible and Usable Buildings and Facilities (ICC A117.1-2017),** except the portions deleted, modified or amended by the 2024 Northern Nevada Amendments and Appendix B of Title 20.[1]

20.800.040 Definition of words and terms.

A. Wherever the term "International Plumbing Code" is used throughout any of the adopted specialized or uniform codes, that term is deleted and replaced with "2024 Uniform Plumbing Code."

B. The words and phrases used in this chapter and in the adopted codes described in section 20.800.030, as amended or modified, have the following meanings:

"New structure" means an entirely new building or the replacement more than 50% of the total walls and roof from the grade up, including exterior openings.

"Remodel" means substantial changes to a structure, layout, and the functionality of a space, often resulting in a new or significantly different space.

20.800.50 Interpretation, conflict, and separability.

In the interpretation and application of code, the provisions of this chapter and the adopted codes described in section 20.800.030 are the minimum requirements for the promotion of health, safety, and general welfare of the public. Such codes are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law.

Where conflicts occur between the technical codes, those provisions providing the greater safety of life shall govern. In other conflicts where sanitation, life safety, or fire safety are not involved, the most restrictive provisions shall govern. Where in a specific case different sections of the technical codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. When there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. When conflicts occur between specific provisions of this code and administrative provisions in a

[1] All new sites, facilities, buildings, and elements required to be accessible shall comply with ICC A117.1-2017. Existing sites, facilities, buildings, and elements may comply with either ICC A117.1-2017 or ICC A117.1-2009.

technical code which is then applicable within this jurisdiction, those provisions becoming the law most recently shall prevail.

20.800.060 Validity of permit.

A. The issuance or granting of a permit or approval of plans, specifications and computations will not be construed to be a permit for, or an approval of, any violation of any of the provisions of these codes or other law. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction are not valid.
B. The issuance of a permit based on plans, specifications and other data will not prevent the Building Official from requiring the correction of errors in the plans, specifications and other data, or from preventing building operations when in violation of these codes, other law.

20.800.070 Emergency powers.

In case of catastrophe, such as fire, earthquake, flood or explosion, the Building Official, in case of actual and immediate danger of failure or collapse of a building or structure or portions of the building or structures that endangers life or property, may order and require occupants to vacate immediately. The Building Official may, when necessary for the public safety, temporarily close sidewalks, streets, buildings, structures and places adjacent to buildings or structures and prohibit them from being used until emergency measures have been taken to remove all possible hazards of life and property.

20.800.090 Enforcement, violations, and penalties.

The Building Official is established as the code enforcement agency for these codes.

A. It is the duty of all officers and the Building Official of the county to enforce these regulations and to bring to the attention of the Director and District Attorney any violations.
B. No owner, or agent of the owner, of any parcel of land or structure shall construct, erect, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of these codes.
C. No person shall construct, alter, move, demolish or repair roads, utilities or drainage facilities in violation of these codes.
D. Any person who fails to comply with, or violates, any of these regulations is guilty of a misdemeanor. Each person is guilty of a separate offense for each and every day during which a violation of any of the provisions of these codes is committed, continued or permitted.

20.800.100 Stop work orders.

Whenever any work is being done contrary to the provision of these codes, or other pertinent laws or ordinances implemented through the enforcement of this code, the Building Official may order the work stopped by issuance of a written stop work order. The stop work order

shall be served on any persons engaged in or causing the work to be done and shall be posted on site.

A. Upon receiving a stop work order, all persons must stop work until authorized in writing by the Building Official to proceed.
B. No person shall remove a posted stop work order until authorized in writing to do so by the Building Official.

20.800.110 Notice of correction.

If the Building Official determines that any improvements required by a building permit or site improvement permit have not been or are not being constructed in accordance with the requirements of the permit and the work does not pose a threat to the health, safety and welfare of the public, or threatens the overall integrity of the project, the Building Official may issue a written notice of correction. The notice of correction must state the nature of the problem, the corrective action to be taken and the time frame in which the corrective action must be performed.

20.800.120 Nonliability of County.

This chapter must not be construed to relieve from responsibility any party owning, operating, controlling or installing any improvement for damages to persons or property caused by any defect therein, nor shall the county be liable for any such damages by reason of the inspection authorized herein or the issuance of a certificate of occupancy.

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SECTION II: The existing text of Appendix B of the Douglas County Code is hereby repealed and shall be replaced with the language that follows:

TITLE 20

APPENDIX B

Amendments to specialized and uniform codes and the 2024 Northern Nevada Amendments, as adopted in Douglas County Code, Title 20, Section 20.800.030

Sections:

International Building Code Revisions.
International Residential Code Revisions.
Uniform Mechanical Code Revisions.
Uniform Plumbing Code Revisions.
National Electrical Code Revisions.
International Energy Conservation Code Revisions.
International Existing Building Code Revisions.
International Fuel Gas Code Revisions.

Revisions to the specialized and uniform codes in all sections are denoted in *italics* where possible and practical. Additional revisions and commentary are explained or provided within [brackets].

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INTERNATIONAL BUILDING CODE (IBC) REVISIONS.

105.1 ***Permits*** **required.**

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official *for each building or structure* and obtain the required permit *from the community development department. A single permit may be issued covering building, plumbing, and electrical work for a single structure.*

105.2 Work exempt from permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other *local, state, or federal requirements*. Permits shall not be required for the following:

Building:[1]

1. One-story detached accessory structures used as *tool sheds, storage sheds, and playhouses*, provided the *projected* floor area is not greater than *200 square feet* (*18.58 m2*).
2. *Fences* not over 7 feet (2,134 mm) high.
3. Oil derricks.
4. Retaining walls which are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,927 L) and the ratio of height to diameter or width is not greater than 2:1.
6. *Platforms,* sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy *in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed* 5,000 gallons (18,927 L).
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall, that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.
14. *Non-structural work up to $2,000 valuation or a re-roof up to ten roofing squares in any 12- month period for Group R-3 and Group U occupancies.*

[1]. Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for these building exemptions.

[There are no revisions to the subsections of 105.2 related to Electrical, Gas, Mechanical, and Plumbing requirements.]

105.3 Application for permit.

To obtain a permit, *the property owner or authorized representative* shall fist file *with the department a complete permit* application therefor, *digitally or* on a form furnished by the *community development department.* Such application shall:

1. Identify and describe the work to be covered by the permit for which the application is made.
2. *Provide a legal description of* the land on which the proposed work is to be done, *Assessor's Parcel Number or APN, and the* street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents, *plans, diagrams, computations, specifications,* and other information *or data*, as required in Section 107, *drawn to scale and with clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. For applications involving design review which are located within the towns of Genoa,*

   Gardnerville or Minden, the plans must be reviewed by the respective town.
5. State the valuation proposed work.
6. Be signed by the applicant, or the applicant's authorized agent *or representative*.
7. Give such other data and information required by the building official.

105.3.3 Comprehensive permit.

The Building Official may require that a comprehensive permit be taken out by the general contractor on all construction covered by the adopted construction codes. Before the permit is issued, the name, addresses and contractor's license numbers of

all sub-contractors to be used by the general contractor may be required by the building official.

105.5 Expiration *of permits*.

Every permit issued *by the building official expires and becomes void if the building or work authorized by the permit is not* commenced within 180 days *from the date of the permit issuance*.

1. *Any permittee holding an unexpired permit may apply for an extension of time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reason. The building official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit may be extended more than once, unless approved by the Community Development Director.*
2. *A permit issued by the building official for new single-family dwelling and duplex construction and additions to single family and duplex structures is valid for a maximum of five (5) years. The permit expires and becomes void after a period of three (3) years where the building official has not conducted an inspection and approved the framing for the structure. Where the framing is approved within three (3) years of issuance, the permit remains valid for a period not to exceed five (5) years from the date of issuance. Before work can be recommenced on a project which has not been completed or issued a certificate of occupancy, a new permit must be obtained. A fee in the amount of one-fourth (1/4) that required for a new permit for the work is required, provided the framing has been approved by the building official, no changes have been made or will be made in the original plans and specifications for the work, and provided that the plans were approved under the prevailing adopted codes. A fee in the amount of one-half (1/2) that required for the original new permit fee for the work is required where the framing has not been approved by the building official, no changes have been made or will be made in the original plans and specifications for the work, and provided that the plans were approved under the prevailing, current adopted codes.*
3. *Except as provided in section 2, above, a permit issued by the building official expires and becomes void after a period of two years from the date of issuance. Where a 180-day extension has been granted for commencement of work, the permit expires after a period of two years and six months from the date of issuance. Before work can be recommenced, a new permit must be obtained. A fee in the amount of one-half that required for a new permit for the work is required where no changes have been made or will be made in the original plans and specifications for the work, and provided that the plans were approved under the prevailing adopted codes.*

4. *All EZ permits are valid for a period of 180 days. Should the permit expire, a one-time extension can be applied for in writing and must approved by the building official. This extension would be good for an addition 180 days and is free of charge. Should the permit expire, a new permit must be obtained before any work can commence for a fee of one-forth (1/4) of the original permit fee providing no changes to the scope of work and that the original permit was issued under the current adopted* codes.
5. *An application for which no permit is issued within 180 days following the date of notification that the permit is ready to issue will expire, and plans and other data submitted for review must be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application may be extended more than once. In order to renew action on an application after expiration, the applicant must pay a few of one-half (1/2) that required for the original new permit fee. A resubmittal of plans is not required provided that the plans were approved under the prevailing, current adopted codes.*

105.8 Permits issuance.

The application, plans, construction documents, computations and other data filed by an owner or owner's authorized agent must be reviewed by the building official. The plans may also be reviewed by other departments to verify compliance with any applicable laws under their jurisdiction. If the building official finds that the work described in an application and the accompanying plans, construction documents and other data filed conform to the requirements of this code and other pertinent laws and ordinances, and that the required fees have been paid, the building official must issue a permit to the applicant.

1. *When the building official determines that the permit may be issued, he must endorse the approval in writing or stamp any required plans and construction documents "approved." The approved plans and construction documents must not be changed, modified or altered without authorizations from the department, and all work regulated by this code must be done in accordance with the approved plans.*
2. *The building official may issue a permit for the construction of part of a building or structure before the entire plans and construction documents for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. Permits must be limited to work permitted.*
3. *Permits for commercial work may be issued only to contractors and subcontractors licensed pursuant to chapter 624 of the Nevada Revised Statutes (NRS).*

105.9 On-site and off-site improvements.

Prior to issuance of a permit, on-site and off-site improvements required by the approving agencies must be installed or secured pursuant to Douglas County Code section 20.720.120.

1. *On-site improvements may be required by the building official to meet requirements of this code, whichever is more stringent. All grading and revegetation must be completed prior to final inspection and the issuance of the certificate of occupancy. If grading and on-site improvements are impossible to complete because of inclement weather conditions or snow on the ground, security in the form permitted by Douglas County Code chapter 20.720 must be posted prior to issuance of a temporary certificate of occupancy. Completion of deferred improvements shall be made in accordance with an approved deferral agreement.*
2. *Effect of failure to construct. The building official must deny final approval and acceptance and refuse to allow final public utility connection to any building or dwelling unless off-site and on- site improvements are either completed or adequately secured. Failure to construct the improvements within 90 days after the weather permits will result in automatic forfeiture of the security.*
3. *Modification of requirements of inadequate drainage. When determined by the building official that area drainage facilities are inadequate and that the installation of additional improvements would improve the public health welfare and safety, the building official may require that additional work be completed.*

107.1 General.

Submittal documents consisting of construction documents, statement of special inspections, geotechnical reports and other data shall be submitted in two or more sets with each permit application. The construction documents*, as defined below,* shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents, and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

1. *Construction Documents, include but are not limited to:*
    a. *Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data constitute the submittal*

documents and must be submitted with each application for a permit. When plans are not prepared by an architect or engineer, the building official may require the applicant submitting the plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer. The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the State of Nevada even if not required by state law.

b. *All electrical, mechanical and plumbing design for occupancies exceeding 5,000 square feet with the exceptions of:*
    i. *B-occupancy not exceeding 10,000 square feet,*
    ii. *S-occupancy not exceeding 30,000 square feet*
    iii. *R-3 occupancy per IRC area and height limitations, and*

2. *U-1 occupancy per IRC area and height limitations. All plans, specifications, reports and other documents prepared by a registered professional must be stamped or sealed and signed in accordance with Nevada State law for the following documents:*
    a. *All plans for new structures or buildings except for U-1 and R-3 occupancies.*
    b. *All structural plans for new group U-1 and R-3 occupancies at locations above 6,000 feet elevation.*
    c. *All structural plans for the alterations to any structure or building except group U- 1 and R-3 occupancies at locations of 6,000 feet elevation or lower.*
3. *When required by the building official, Nevada licensed contractors and owner-builders must sign the cover sheet of plans denoting their responsibility for the design and preparation of plans.*
4. *The architect or engineer of record is responsible for all architectural components and must stamp and sign all associated plans and construction documents under their purview and in accordance with Nevada State law.*

107.5 Retention of construction documents.

One set of approved *and stamped plans,* construction documents*, and computations* shall be retained by the *department in accordance with county records retention policies, and one set of approved and stamped plans, construction documents, and computations shall be kept on the site of the building or work at all times when the work authorized is in progress.*

109.2 Schedule of permit fees.

Where a permit is required, a fee for each permit *and any additional fees* shall be paid as *passed by resolution of the Board of County Commissioners. If the Building Official determines that an increase or decrease to fees is needed, the Building Official*

shall make a recommendation to the Board.

1. *When submittal documents are required by section 105.3, a plan review fee must be paid at the time the documents are submitted. The plan review fee is sixty-five percent (65%) of the building permit fee. The plan review fees specified in this subsection are separate fees from and in addition to the permit fees required in section 109.2, and associated technology fee.*
2. *When submittal documents are incomplete, changes are numerous or substantial. an additional plan review is required, or when the project involves deferred submittal items, an additional plan review fee must be charged in accordance with the fee schedule.*

109.3 ***Building*** **permit valuations.**

The applicant for a permit shall provide an estimated *project valuation* at time of application. *Valuations* shall include total value of *all construction* work, including materials and labor *for all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.* Where, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates *to meet the approval of* the building official. *Final building permit valuation shall be set by the building official. The Building Official may use the International Code Councils Building Valuation Data Chart and/or the Douglas County Assessor's approved area multipliers to assist in the determination of the final valuation.*

110.3.4 Frame inspection.

Framing inspections shall be made after *the building is dried in,* the roof deck or sheathing, all framing, fire-blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

112.4 Newly constructed multiple-unit residential and commercial buildings. *Construction of multiple commercial and residential (R-3 structures) on a single lot must comply with the following:*

1. *Each unit must have a separate electric meter and an accessible disconnect.*
2. *Each unit must have a separate water service and an accessible shut-off.*
3. *Each unit must have a separate heating system.*
4. *Where gas or propane is provided for use each unit must have a separate service and accessible shut-off.*

308.3 Institutional Group I-2.

Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than five *(5)* persons who are incapable of self-preservation. This group shall include, but not be limited to, the following:

Foster care facilities
Detoxification facilities
Hospitals
Nursing homes
Psychiatric hospitals

All portions of a care facility which houses patients or residents which are classified by the State Board of Health as a 'Category 2 resident', and which has an occupant load of more than 10 residents, is classified as an 'I-2' occupancy classification.

308.5.3 ***Three*** **or fewer persons receiving care**.
A facility having *three (3)* or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

308.5.4 ***Three*** **or fewer persons receiving care in a dwelling unit**.
A facility such as the above within a dwelling unit and having *three (3)* or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

310.4 Residential Group R-3.
Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units
Care facilities that provide accommodations for *three (3) or more* persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Boarding houses (nontransient)
Convents
Dormitories
Emergency services living quarters
Fraternities and sororities
Monasteries
Congregate living facilities (transient) with 10 or fewer occupants
Boarding houses (transient)
Lodging houses with five or fewer guestrooms
Hotels (nontransient) with five or fewer guestrooms
Motels (nontransient) with five or fewer guestrooms

310.5 Residential Group R-4.
Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive

custodial care. Buildings of Group R-4 shall be classified as one of the occupancy conditions specified in Section 310.5.1 or 310.5.2. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities
Reintegration facilities
Transitional living facilities

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code.

403.5.3 Stairway door operation.
Stairway doors other than the exit discharge doors shall be permitted to be locked from the stairway side. Stairway doors that are locked from the stairway side shall be capable of being unlocked simultaneously without unlatching *upon a signal from the fire command center or an activation of any fire alarm initiating device within the building or a failure of both the primary and backup power supplies.*

903.2 Where required.
New buildings and structures *built under the requirements of the International Building Code and either greater than 5,000 square feet or greater than 2 stories in height, shall be required to install an approved automatic fire sprinkler system in accordance with NFPA 13 or NFPA 13R. This requirement applies to all A, B, E, F, H, I, M, S and U Occupancies. This requirement shall be in addition to any other requirements as listed in IFC Section 102.5, NFPA 1142 or this Code. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the square footage to greater than 5,000 square feet, in accordance with NRS 278.586. Fire areas may be separated in accordance with IBC 707.3.10 or as required.*

Exception:
Airport towers and open parking garages complying with IBC 406.5 are exempt from this requirement.

903.2.1 Group A.
An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section.

903.2.1.1 Group A -1.
An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following exists:

1. The fire area exceeds *5,000 square feet (464 m^2)*.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multitheater complex.

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following exists:

1. The fire area exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies

903.2.1.3 Group A -3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following exists:

1. The fire area exceeds *5,000 square feet (464 m^2).*
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.1.4 Group A -4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following exists:

1. The fire area exceeds *5,000 square feet (464 m^2).*
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for all enclosed Group A-5 accessory areas in excess of 1,000 square feet (93 m^2).

[There are no additional revisions to the subsection of 903.2.1 related to Group A.]

903.2.3 Group E.

An automatic sprinkler system shall be provided for all Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 12,000 square feet (1115 m^2) in area.
2. The Group E fire area *has an occupant load of 300 or more.*

903.2.4 Group F-1.

An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists.

1. A Group F-1 fire area exceeds *5,000 square feet (464 m^2).*
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group F-1 occupancy is used to manufacture lithium-ion or lithium metal batteries.
5. A Group F-1 occupancy is used to manufacture vehicles, energy storage systems or equipment containing lithium-ion of lithium metal batteries where the batteries are installed as part of the manufacturing process.

903.2.4.3 Group F-1 upholstered furniture or mattresses.

An automatic sprinkler system shall be provided throughout a Group F-1 fire area that exceeds 2,500 square feet (232 m^2) used for the manufacture of upholstered furniture or mattresses.

903.2.7 Group M.

An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

1. A Group M fire area exceeds *5,000 square feet (464 m^2).*
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeding 24,000 square feet (2230 m^2).

903.2.9 Group S-1

An automatic sprinkler system shall be provided throughout buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds *5,000 square feet (464 m^2).*
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group S-1 Fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m^2).

5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m^2).

[There are no additional revisions to the subsection of 903.2.9 related to Group S-1.]

903.2.10 Group S-2 parking garages.

An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exists:

1**.** Where the fire area of the enclosed parking garage in accordance with Section 406.5 exceeds *5,000 square feet (464 m^2).*

2. Where the enclosed parking garage in accordance with Section 406.6 is located beneath other groups**.**

Exception: Enclosed parking garage located beneath Group R-3 occupancies.

3. Where the fire area of the open parking garage in accordance with Section 406.5 exceeds 48,000 square feet (4460 m^2).

[There are no additional revisions to the subsection of 903.2.10 related to Group S-2.]

907.5.2.1.1 Average sound pressure.

The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of not less than 60 seconds, whichever is greater, in every occupiable space within the building. *The minimum sound pressure level of audible alarm notification appliances shall be 90 dBA in mechanical equipment rooms and 80 dBA in all other occupancies.*

907.5.2.3 Visible alarms.

Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.3.

Exceptions:

1. Visible alarm notification appliances are not required in alterations, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in exits as defined in Chapter 2.
3. Visible alarm notification appliances shall not be required in elevator cars.
4. Visual alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
5. *Visible alarm notification appliances are not required in storage rooms, electrical rooms and mechanical rooms that are not normally occupied and are less than 400 square feet.*

6. Visible alarm notification appliances are not required in janitor closets.

1023.9.1 Signage Requirements.

Stairway identification signs shall comply with all of the following requirements:

1. The signs shall be a minimum size of 18 inches (457 mm) by 12 inches (305 mm).
2. The letters designating the identification of the interior exit stairway and ramp shall be not less than 1½ inches (38 mm) in height.
3. The number designating the floor level shall be not less than 5 inches (127 mm) in height and located in the center of the sign.
4. Other lettering and numbers shall be not less than 1 inch (23 mm) in height.
5. Characters and their background shall have a non-glare finish. Characters shall contrast with their background, with either light characters on a dark background or dark characters on a light background.
6. Where signs required by Section 1023.9 are installed in the interior exit stairways and ramps of buildings subject to Section 1025, the signs shall be made of the same materials as required by Section 1025.4.
7. *All signs on doors leading to stairways that extend to the roof must be green in color. All other signs on doors leading to stairways must be red in color.*

1503.1 General.

Roof decks shall be covered with approved roof coverings secured to the building or structure in accordance with the provisions of this chapter. Roof coverings shall be designed *and installed* in accordance with this code and the manufacturer's approved instructions *such that the roof covering shall serve to protect the building or structure. Roof ice build-up protection is required at an elevation of 6,000 feet and above throughout the County.*

1512.2 Roof replacement

Roof replacement shall include the removal of all existing layer of roof assembly materials down to the roof deck. *When replacing 50% or more of roofing material, the material shall be of the same style, color and of an approved rating.*

[There are no additional revisions to the subsection of 1512.2 related to roof replacement.]

1609.4.4 Douglas County Exposure Category.

Exposure C shall apply generally as the minimum exposure category for all buildings within Douglas County. In the Lake Tahoe basin area, below an elevation of 7,200 feet, Exposure B may apply as the minimum exposure category, provided that the building meets the requirements of Exposure B.

1803.1 General.

Geotechnical investigations shall be conducted in accordance with Section 1803.2 and reported in accordance with Section 1803.6. Where required by

the building official or where geotechnical investigations involve in-situ testing, laboratory testing or engineering calculations, such investigations shall be conducted by a registered design professional. *The building official may require a soils investigation and foundation engineering on construction sites sloping in excess of 15 percent.*

1808.10 Weathered foundations.

Any foundation which has weathered through two or more winters without any structure built on it to give protection must have an inspection by a structural or civil engineer licensed by the State of Nevada who must certify that the foundation is structurally sufficient to carry the load to be imposed on it, or certify specifications necessary for repairs which may be required to bring it to an acceptable condition where it will adequately support the structure to be built upon it.

1809.1 General.

Shallow foundations shall be designed and constructed in accordance with Sections 1809.2 through 1809.13*. Footings and foundations, unless otherwise specifically provided, shall be constructed of masonry, concrete or treated wood in conformance with International Building Code and shall in all cases extend below the frost line. Footings of concrete and masonry shall be of solid material. Foundations supporting wood shall extend at least 6 inches (152 mm) above the adjacent finish grade.*

Table 1809.7: Prescriptive Footings Supporting Walls of Light-Frame Construction. [1, 2, 3, 4, 5]

Number of floors Supported by the *Foundation*	*Minimum Thickness of Foundation Wall (Inches)*		*Minimum* Width of Footing (Inches)	*Minimum* Thickness of Footing (Inches)	*Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (Inches)*	
	Concrete	*Unit Masonry*			*Below 5999 ft. Elevation*	*Above 6000 ft. Elevation*
1	*8*	*8*	*16*	*8*	*18*	*24*
2	*8*	*8*	*16*	*8*	*18*	*24*
3	*10*	*10*	18	*10*	*18*	*24*

Footnotes:

1. *Where unusual conditions or frost conditions are found, footings and foundations shall be as required in Section 1806.1.*
2. The ground under the floor *may* be excavated to the elevation of the bottom of the footing.
3. *Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only, shall be as required for supporting one floor.*
4. *Foundations may support a roof in addition to the allowed number of floors. Foundations supporting roofs only must be the same as those required for supporting one floor.*
5. *Exterior non-bearing walls must be supported by a foundation. Foundations supporting exterior non- bearing walls must be the same as those required for supporting one floor.*

3303.1 Construction documents

Construction documents *including but not limited to an asbestos report, site improvement permit, and grading permit,* and a schedule for demolition shall be submitted where required by the building official. Where such information is required, work shall not be done until such construction documents or schedule, or both, are approved.

INTERNATIONAL RESIDENTIAL CODE (IRC) REVISIONS

R105.1 *Permits* required.
Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official *for each building or structure* and obtain the required permit *from the community development department. A single permit may be issued covering building, plumbing, electrical work for a single structure.*

R105.2 Work exempt from permit.
Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code *or any other local, state, or federal requirements*. Permits shall not be required for the following:

Building: [1]

1. Other than storm shelters, one-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m2).
2. Fences not over 7 feet (2,134 mm) in height.
3. Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
7. Prefabricated swimming pools *accessory to a Group R-3 Occupancy in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed 5,000 gallons (18,927 L)*.
8. Swings and other playground equipment *accessory to detached one- and two-family dwellings*.
9. Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m^2) in area, that are not more than 30 inches (762mm) above grade at any point, are not attached to a dwelling or townhouse and do not serve the exit door required by section R318.4.
11. *Non-structural work up to $2,000 valuation or a re-roof up to ten roofing squares in any 12-month period for Group R-3 and Group U occupancies.*

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[1]. Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for these building exemptions.

[There are no revisions to the subsections of Section 105.2 related to Electrical, Gas, Mechanical, and Plumbing requirements, and those subsections shall remain in effect.]

R105.3 Application for permit.

To obtain a permit, *the property owner or authorized representative* shall first file *with the building department a complete permit* application therefor, *digitally or* on a form furnished by the *community development department. The application must contain the following information:*

1. Identify and describe the work to be covered by the permit for which the application is made.
2. *Provide a legal description of* the land on which the proposed work is to be done, *Assessor's Parcel Number or APN, and the* street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents, *plans, diagrams, computations, specifications,* and other information *or data*, as required in Section R106.1, *drawn to scale and with clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. For applications involving design review which are located within the towns of Genoa, Gardnerville or Minden, the plans must be reviewed by the respective town.*
5. State the valuation proposed work.
6. Be signed by the applicant or the applicant's authorized agent *or representative*.
7. Give such other data and information required by the building official.

R105.3.3 Comprehensive permit.

The Building Official may require that a comprehensive permit be taken out by the general contractor on all construction covered by the adopted construction codes. Before the permit is issued, the name, addresses and contractor's license numbers of all sub-contractors to be used by the general contractor may be required by the building official.

R105.5 Expiration ***of permits.***

Every permit issued *by the building official expires and becomes void if the building or work authorized by the permit is not* commenced within 180 days *from the date of the permit issuance*.

1. *Any permittee holding an unexpired permit may apply for an extension of time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reason. The building official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit may be extended more than once, unless approved by the Community Development Director.*
2. *A permit issued by the building official for new single-family dwelling and duplex construction and additions to single family and duplex structures is valid for a maximum of five (5) years. The permit expires and becomes void after a period of three (3) years where the building official has not conducted an inspection and approved the framing for the structure. Where the framing is approved within three (3) years of issuance, the permit remains valid for a period not to exceed five (5) years from the date of issuance. Before work can be recommenced on a project which has not been completed or issued a certificate of occupancy, a new permit must be obtained. A fee in the amount of one-fourth (1/4) that required for a new permit for the work is required, provided the framing has been approved by the building official, no changes have been made or will be made in the original plans and specifications for the work, and provided that the plans were approved under the prevailing adopted codes. A fee in the amount of one-half (1/2) that required*

for the original new permit fee for the work is required where the framing has not been approved by the building official, no changes have been made or will be made in the original plans and specifications for the work, and provided that the plans were approved under the prevailing, current adopted codes.

3. *Except as provided in section 2, above, a permit issued by the building official expires and becomes void after a period of two years from the date of issuance. Where a 180-day extension has been granted for commencement of work, the permit expires after a period of two years and six months from the date of issuance. Before work can be recommenced, a new permit must be obtained. A fee in the amount of one-half that required for a new permit for the work is required where no changes have been made or will be made in the original plans and specifications for the work, and provided that the plans were approved under the prevailing adopted codes.*
4. *All EZ permits are valid for a period of 180 days. Should the permit expire, a one-time extension can be applied for in writing and must approved by the building official. This extension would be good for an addition 180 days and is free of charge. Should the permit expire, a new permit must be obtained before any work can commence for a fee of one-forth (1/4) of the original permit fee providing no changes to the scope of work and that the original permit was issued under the current adopted* codes.
5. *An application for which no permit is issued within 180 days following the date of notification that the permit is ready to issue will expire, and plans and other data submitted for review must be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application may be extended more than once. In order to renew action on an application after expiration, the applicant must pay a few of one-half (1/2) that required for the original new permit fee. A resubmittal of plans is not required provided that the plans were approved under the prevailing, current adopted codes.*

R105.10 Permits issuance.

The application, plans, construction documents, computations and other data filed by an owner or owner's authorized agent for a permit must be reviewed by the building official. The plans may also be reviewed by other departments to verify compliance with any applicable laws under their jurisdiction. If the building official finds that the work described in an application and the accompanying plans, construction documents and other data filed conform to the requirements of this code and other pertinent laws and ordinances, and that the required fees have been paid, the building official must issue a permit to the applicant.

1. *When the building official determines that the permit may be issued, he must endorse the* approval in writing or stamp any required plans and construction documents "approved." The approved plans and construction documents must not be changed, modified or altered without authorizations from the department, and all work regulated by this code must be done in accordance with the approved plans.
2. *The building official may issue a permit for the construction of part of a building or structure before the entire plans and construction documents for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. Permits must be limited to work permitted.*

3. *Permits for commercial work may be issued only to contractors and subcontractors licensed pursuant to chapter 624 of the Nevada Revised Statutes (NRS).*

R105.11 On-site and off-site improvements.

Prior to issuance of a permit, on-site and off-site improvements required by the approving agencies must be installed or secured pursuant to Douglas County Code section 20.720.120.

1. *On-site improvements may be required by the building official to meet requirements of this code, whichever is more stringent. All grading and revegetation must be completed prior to final inspection and the issuance of the certificate of occupancy. If grading and on-site improvements are impossible to complete because of inclement weather conditions or snow on the ground, security in the form permitted by Douglas County Code chapter 20.720 must be posted prior to issuance of a temporary certificate of occupancy. Completion of deferred improvements shall be made in accordance with an approved deferral agreement.*
2. *Effect of failure to construct. The building official must deny final approval and acceptance and refuse to allow final public utility connection to any building or dwelling unless off-site and on-site improvements are either completed or adequately secured. Failure to construct the improvements within 90 days after the weather permits will result in automatic forfeiture of the security.*
3. *Modification of requirements of inadequate drainage. When determined by the building official that area drainage facilities are inadequate and that the installation of additional improvements would improve the public health welfare and safety, the building official may require that additional work be completed.*

R106.5 Retention of construction documents.

One set of approved *and stamped* construction documents, plans, and computations shall be retained by the *department in accordance with county records retention policies, and one set of approved and stamped construction documents, plans, and computation must be kept on the site of the building or work at all times when the work authorized is in progress.*

R108.2 Schedule of permit fees.

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit *and any additional fees* shall be paid as *passed by resolution of the Board of County commissioners.*

1. *When submittal documents are required by section R105.3 a plan review fee must be paid at the time the documents are submitted. The plan review fee is sixty-five percent (65%) of the building permit fee. The plan review fees specified in this subsection are separate fees from and in addition to the permit fees required in 109.2, and associated technology fee.*
2. *When submittal documents are incomplete or changes are numerous or substantial an additional plan review is required or when the project involves deferred submittal items, an additional plan review fee must be charged in accordance with the fee schedule.*

R108.3 Building permit valuations.

The applicant for a permit shall provide an estimated project value at time of application. Valuations shall include total value of work, including; materials and labor, all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent

equipment. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official.

1. *Final building permit valuation shall be set by the building official. The Building Official may use the International Code Councils Building Valuation Data Chart and/or the Douglas County Assessor's approved area multipliers to assist in the determination of the final valuation.*

R202: Definitions

TOWNHOUSE. A building that contains three or more attached townhouse units. *Townhouses shall be constructed in conformity with the International Building Code.*

TOWNHOUSE UNIT. A single-family dwelling unit in a townhouse that extends from foundation to roof, that has a yard or public way on not less than two sides*. Townhouse units shall be constructed in conformity with the International Building Code.*

R302.6 Dwelling unit garage fire separation.
The garage shall be separated as required by Table R302.6. Openings in garage walls shall comply with section R302.5. Attachment of gypsum board shall comply with table R702.3.5. The wall separation provisions of Table R302.6 shall not apply to garage walls that are perpendicular to the adjacent dwelling unit wall.

Table R302.6 Dwelling unit garage separation

SEPARATION	MATERIAL
From the *residence* and attics	Not less than *a 1-hour listed assembly* applied to the garage side *wall from garage slab to bottom of roof decking*
From *habitable rooms* above the garage	Not less than *a 1-hour listed assembly applied to the garage interior*
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than ½-inch gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than ½-inch gypsum board or equivalent applied to the interior side of exterior walls that are within this area

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

R309.1 Townhouse automatic fire sprinkler systems*.*
All townhouses shall be constructed in conformity with the International Building Code.

R309.2 One- and two-family dwellings automatic fire sprinkler systems.
An automatic residential fire sprinkler system shall be installed *within the Tahoe Douglas Fire District in all newly constructed one- and two-family dwellings and within the East Fork Fire District in all newly constructed one- and two-family dwellings greater than 5,000 sq. ft. of living space. This requirement shall apply to any addition that increases the living space to greater than 3,600 square*

feet within the Tahoe Douglas Fire District or to greater than 5,000 square feet within the East Fork Fire District. In the event a fire sprinkler system is required, it shall also be required in any attached garage.

R317.8 Driveways.
For every private access from a public way provided with a driveway, the driveway must not exceed a maximum gradient between vertical transitions of 14% (i.e., 1¾ vertical inches per horizontal foot). This maximum gradient shall be determined from the proposed finish garage floor elevation to the public way or street access. The alignment must be safe and convenient to back a car out, or an adequate turnaround must be provided.

Table R403.1: Minimum footing and foundation requirements. [1, 2, 3, 4, 5]
[Replacing Tables R403.1(1) through R403.1(3)]

Number of floors Supported by the Foundation	*Minimum Thickness of Foundation Wall (Inches)*		*Minimum Width of Footing (Inches)*	*Minimum Thickness of Footing (Inches)*	*Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (Inches)*	
	Concrete	*Unit Masonry*			*Below 5999 ft. Elevation*	*Above 6000 ft. Elevation*
1	*8*	*8*	*16*	*8*	*18*	*24*
2	*8*	*8*	*16*	*8*	*18*	*24*
3	*10*	*10*	*18*	*10*	*18*	*24*

Footnotes:

1. *Where unusual conditions or frost conditions are found, footings and foundations shall be as required in Section R403.1.4.1.*
2. *The ground under the floor may be excavated to the elevation of the bottom of the footing.*
3. *Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only, shall be as required for supporting one floor.*
4. *Foundations may support a roof in addition to the allowed number of floors. Foundations supporting roofs only must be the same as those required for supporting one floor.*
5. *Exterior non-bearing walls must be supported by a foundation. Foundations supporting exterior non-bearing walls must be the same as those required for supporting one floor.*

R403.1.1 Minimum *footing* size.
Minimum footing dimension are specified in Table R403.1. There shall be a minimum of one #4 continuous reinforcing bar in the top of all foundation walls, and two #4 continuous reinforcing bar in the footing. When the footing and foundation wall are placed separately or when the foundation wall exceeds 24 inches in height, #4 vertical bars, at 48 inches on center (48" O/C) or 32 inches on

center when using concrete block, shall be used to connect the footing with the foundation wall. When engineering data is provided, the footing and foundation wall steel requirements may be reduced. Foundation walls greater than 48 inches in height shall be designed by a Nevada professional engineer.

SECTION R1007: APPLIANCE EMISSIONS

R1007.1 General.

No person shall install any wood burning stove or fireplace insert that emits more than the emission standards set by this section. A permit shall not be issued to any person who wishes to install a wood burning stove or fireplace insert that does not meet the emission standards of this section.

R1007.2 Certification.

Each wood burning stove or fireplace insert shall bear a certification from the manufacturer that the appliance meets the emission standards set forth in this section.

R1007.3 Standards.

Wood burning stove and fireplace inserts certified to meet the emission standards set by United States Environmental Protection Agency under 40 CFR Part 60 are deemed in compliance with the requirements of this section.

R1007.4 Required emissions.

For wood burning stoves and fireplace inserts the minimum emissions are as follows: For non-catalytic appliances the emissions shall not exceed 7.5 grams, for catalytic equipped appliances the emissions shall not exceed 4.1 grams.

P2503.8.2 Testing.

The owner of the premises or the responsible person shall have the backflow prevention assembly tested by a certified backflow assembly tester at the time of installation, repair or relocation and at least annually thereafter unless required more frequently by the water purveyor, or utility or the State Health Department. The periodic testing shall be performed in accordance with procedures referenced in the University of Southern California manual of Cross- Connection Control (Latest Edition) by a tester qualified in accordance with those standards and with the standards in the CA-NV section of the AWWA backflow prevention assembly testers and cross-connection control program.

P2603.5: Freezing.

In localities having a winter design temperature of 32ºF (0ºC) or lower as shown in Table R301.2(1) of this code, a water, soil or waste pipe shall not be installed outside of a building, in exterior walls, in attics or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than *30 inches (762 mm)* deep and not less than 6 inches (152 mm) below the frost line.

P2903.3.2: Maximum pressure.
The static water pressure shall be not greater than 80 psi (551 kPa). When the main pressure exceeds *65 psi (448 kPa)*, an approved pressure-reducing valve conforming to *American Society of Sanitary Engineering (ASSE) 1003* shall be installed*, preceded by an adequate strainer and the static pressure reduced to sixty-one (61) pounds per square inch (421 kPa) or less. Where pressure regulators are required, the pressure regulator shall be installed between the source of water and after the meter and back-flow prevention device (if installed at the meter), and before all exterior and interior fixtures and outlets.*

For potable water services up to and including one and one-half (1-½) inch regulators, provision shall be made to prevent pressure on the building side of the regulator from exceeding main supply pressure. Approved regulators with integral bypasses shall be acceptable. Each such regulator and strainer shall be accessibly located and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. Pressure regulators shall not be the type that can be adjusted to provide static water pressure more than seventy-five (75) pounds per square inch (518 kPa).

P2903.8 Size of water-service mains, branch mains, and risers.
The minimum size water service pipe shall be ¾ inch (19mm) diameter*.* The size of water service mains, branch mains and risers shall be determined *according to* water supply demand [gpm (L/m)], available water pressure [psi (kPa)] and friction loss caused by the water meter and developed length of pipe [feet (m)], including equivalent length of fittings. The size of each water distribution system shall be determined according to *the following procedure or by other* design methods conforming to acceptable engineering practice *and approved by the administrative authority:*

1. *Obtain the minimum daily static service pressure [psi (kPa)] available (as determined by the local water authority) at the water meter or other source of supply at the installation location. Adjust this minimum daily static pressure [psi (kPa)] for the following conditions:*
    a) *Determine the difference in elevation between the source of supply and the highest water supply outlet. Where the highest water supply outlet is located above the source of supply, deduct 0.5 psi (3.4 kPa) for each foot of difference in elevation. Where the highest water supply outlet is located below the source of supply, add 0.5 psi (3.4 kPa) for each foot of difference in elevation.*
    b) *Where a water pressure reducing valve is installed in the water distribution system, the minimum daily static water pressure available is 80 percent of the minimum daily static water pressure at the source of supply or the set pressure downstream of the pressure reducing valve, whichever is smaller.*
    c) *Deduct all pressure losses due to special equipment such as a backflow preventer, water filter and water softener. Pressure loss data for each piece of equipment shall be obtained through the manufacturer of such devices.*

d) *Deduct the pressure in excess of 8 psi (55 kPa) due to installation of the special plumbing fixture, such as temperature-controlled shower and flushometer tank water closet. Using the resulting minimum available pressure, find the corresponding pressure range in Table P2903.7.*

2. *The maximum developed length for water piping is the actual length of pipe between the source of supply and the most remote fixture, including either hot (through the water heater) or cold-water branches multiplied by a factor of 1.2 to compensate for pressure loss through fittings. Select the appropriate column in Table P2903.7 equal to or greater than the calculated maximum developed length.*
3. *To determine the size of water service pipe, meter and main distribution pipe to the building using the appropriate table, follow down the selected maximum developed length column to a fixture unit equal to, or greater than the total installation demand calculated by using the combined water supply fixture unit column of Table P2903.6. Read the water service pipe and meter sizes in the first left-hand column and the main distribution pipe to the building in the second left-hand column on the same row.*
4. *To determine the size of each water distribution pipe, start at the most remote outlet on each branch (either hot or cold branch) and, working back toward the main distribution pipe to the building, add up the water supply fixture unit demand passing through each segment of the distribution system using the related hot or cold column of Table P2903.6. Knowing demand, the size of each segment shall be read from the second left-hand column of the same table and a maximum developed length column selected in Steps 1 and 2, under the same or next smaller size meter row. In no case does the size of any branch or main need to be larger than the size of the main distribution pipe to the building established in Step 3.*
5. *The size of pipes from the hot water heater and all hot water branches shall not less than the minimum size necessary to meet the water supply requirements, as outlined in this section.*
6. *All above determinations shall be clearly noted on the plans, specifications, drawings or a worksheet submitted to the Administrative Authority whenever pipes from the hot water heater exceed one half (½) inch in diameter.*

P2904.1.1 Required sprinkler locations.

Sprinklers shall be installed to protect all areas of a dwelling unit.

Exceptions:

1. Attics, crawl spaces and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinklers. In attics, crawl spaces and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.
2. Clothes closets, linen closets and pantries not exceeding 24 square feet (2.2 m^2) in area, with the smallest dimension not greater than 3 feet (915 mm) and having wall and ceiling surfaces of gypsum board.
3. Bathrooms not more than 55 square feet (5.1 m^2) in area.
4. *Carports;* exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door, and similar areas.

P3005.4 Drain pipe sizing.
Drain pipes shall be sized according to drainage fixture unit (d.f.u.) loads. The size of the drainage piping shall not be reduced in size in the direction of flow. The following general procedure is permitted to be used:

1. Draw an isometric layout or riser diagram denoting fixtures on the layout.
2. Assign d.f.u. values to each fixture group plus individual fixtures using Table P3004.1.
3. Starting with the top floor or most remote fixtures, work downstream toward the building drain accumulating d.f.u. values for fixture groups plus individual fixtures for each branch. Where multiple bath groups are being added, use the reduced d.f.u. values in Table P3004.1, which take into account probability factors of simultaneous use.
4. Size branches and stacks by equating the assigned d.f.u. values to pipe sizes shown in Table P3005.4.1.
5. Determine the pipe diameter and slope of the building drain and building sewer based on the accumulated d.f.u. values, using Table P3005.4.2, *but in no event shall the building sewer be less than four (4) inches in diameter.*

SECTION P3012: PRIVATE SEWAGE DISPOSAL SYSTEM

P3012.1. General.
Whenever a private sewage disposal system is required, the type, size, construction and location of the individual sewage disposal system shall be designed in accordance with Nevada Administrative Code (NAC), sections 444.750 through 444.8396. Examination and approval of any proposed private sewage disposal system is required before issuance of any permit. An engineered denitrification system will be required for all new and failed existing systems in locations where the septic density exceeds the allowed density limit per NDEP regulations.

P3012.2 Operational duties.
Operational duties of individual sewage disposal system (ISDS) shall be the duty of the property owner, and any person occupying private property under lease or by permission of the owner, on which is located a building or structure intended for human occupancy whose sole means of sewage disposal is a septic tank or ISDS, to properly operate and maintain such system in good working condition, free of odor, at all times. Any continued violation of this section shall constitute grounds for discontinuance or revocation of any permit issued for such system and for revocation or suspension of any certificate of occupancy for the building or structure served.

P3012.3 Fees.
A fee set by resolution of the board must be paid when application is made for a private sewage disposal system.

E3601.2 Number of services.
Properties determined to be one acre or less shall be supplied by only one service, *unless special permission is granted by the building official in the form of a waiver.*

E3601.6.1 Marking of service equipment and disconnects.
Service disconnects shall be permanently marked as a service disconnect. *Service equipment shall be listed for that purpose. Individual meter socket enclosures shall not be considered service equipment.*

E3601.9 Service group.
Multiple services, which supply more than one building or structure on the same property, shall be grouped together with distances between panels not to exceed 10 feet of separation, unless special permission is granted by the building official in the form of a waiver.

E4209.4 Accessibility.
Hydromassage bathtub electrical equipment shall be accessible without damaging the building structure or building finish*, and no access shall be allowed through the under floor or crawl space.* Where the hydromassage bathtub is cord- and plug-connected with the supply receptacle accessible only through a service access opening, the receptacle shall be installed so that its face is within direct view and not more than 12 inches (305 mm) from the plane of the opening.

UNIFORM MECHANICAL CODE (UMC) REVISIONS

104.1 Permits Required.
It shall be unlawful for a person, firm, or corporation to make an installation, alteration, repair, replacement, or remodel a mechanical system regulated by this code except as permitted in Section 104.2 or to cause the same to be done without first obtaining a separate mechanical permit for each separate building or structure. *A separate permit is not required under this code if a valid building permit has been issued under the IBC or IRC for the permitted structure.*

104.5 Fees.
Fees shall be assessed *on the basis of the work to be performed, as set by resolution of the Board of County Commissioners.*

1001.1 Applicability.
The requirements of this chapter shall apply to the construction, installation, operation, repair and alteration of boilers and pressure vessels. Low-pressure boilers shall comply with this chapter and Section 904.0.

Exceptions:

(1) Listed and approved *boilers and* water heaters with a nominal capacity *less than* 120 gallons (454 L) *or* having a heat input *less than* 200,000 British thermal units per hour (Btu/h) (58.6 kW) *or with less than* 160 pounds-force per square inch (psi) (1103 kPa) *of pressure*, *shall comply with Chapter 5 of the Uniform Plumbing Code. For all other units, contact the Mechanical Compliance Section of the Nevada Division of Industrial Relations, part of the Department of Business and Industry.*

[The remaining exceptions remain in effect without modification.]

UNIFORM PLUMBING CODE (UPC) REVISIONS

104.1 Permits Required.
It shall be unlawful for a person, firm, or corporations to make an installation, alteration, repair, replacement, or remodel a plumbing system regulated by this code except as permitted in Section 104.2, or to cause the same to be done without first obtaining a separate plumbing permit for each separate building or structure. *A separate permit is not required under this code if a valid building permit has been issued under the IBC or IRC for the permitted structure.*

104.5 Fees.
Fees shall be assessed *on the basis of the work to be performed, as set by resolution of the Board of County Commissioners.*

603.2 Approval of Devices or Assemblies.
The owner of the premises or the responsible person shall have the backflow prevention assembly tested by a certified backflow assembly tester at the time of installation, repair or relocation and at least annually thereafter unless required more frequently by the water purveyor, or utility and/or the State Health Department. The periodic testing shall be performed in accordance with procedures referenced in the University of Southern California manual of Cross-Connection Control (tenth Edition) by a tester qualified in accordance with those standards and with the standards in the CA- NV section of the AWWA backflow prevention assembly testers and cross-connection control program.

604.7 Malleable Iron Fittings.
All malleable iron water fittings shall be galvanized. *All galvanized water pipe and fittings shall be kept at least six (6) inches above final grade.*

608.2 Excessive water pressure.
Where local static water pressure exceeds *65 psi (448 kPa)*, an approved type pressure regulator preceded by an adequate strainer shall be installed and the static pressure reduced to *61 psi (421 kPa)* or less. *Where pressure regulators are required,* pressure regulators *shall be installed between the source of water and after the meter and back-flow prevention device (if installed at the meter), and before all exterior and interior fixtures and outlets. For potable water services up to and including 1 and 1-½ inch (40 mm) regulators, provision shall be made to prevent pressure on the building side of the regulator from exceeding main supply pressure. Approved regulators with integral bypasses shall be acceptable. Each such regulator and strainer shall be accessibly located and shall have the strainer readily accessible for cleaning without removing the regulator or strainer body or disconnecting the supply piping. Pressure regulators shall not be the type that can be adjusted to provide static water pressure more than 75 psi (518 kPa).*

Pipe size determinations shall be based on 80 percent of the reduced pressure when using Table 610.4.

610.1 Size.
The size of each water meter and each potable water supply pipe from the meter or other source of supply to the fixture supply branches, risers, fixtures, connections, outlets, or other uses shall be based on the total demand and shall be determined according to the methods and procedures outlined in this section. *The size of pipes from the hot water heater and all hot water branches shall not exceed the minimum size necessary to meet the water supply requirements, as outlined in this section. Other than systems sized by the use of Table 610.4,* systems shall be designed to ensure that the maximum velocities allowed by the code and the applicable standard are not exceeded.

NATIONAL ELECTRICAL CODE (NEC) REVISIONS

Article 90 Introduction

90.2 Use and Applications

(G) Exempted work.

An electrical permit shall not be required for the following:

(1) Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.

(2) Temporary decorative lighting.

(3) Repair or replacement of current-carrying parts of any switch, contactor or control device.

(4) Reinstallation of attachment plug receptacles, but not the outlets.

(5) Repair or replacement of any overcurrent device of the required capacity in the same location.

(6) Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

(7) Removal of electrical wiring.

(8) The wiring for temporary (not to exceed 90 days) theater, motion picture or television stage sets and scenery.

(9) Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts.

(10) Temporary Carnivals and circus equipment.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Article 100 Definitions

Electrical Inspector. An individual authorized to perform electrical inspections by the Building Official.

Article 230 Services

230.2 Number of Services.

(B) Special Occupancies

By special permission *of the building official*, additional services shall be permitted for *any* of the following:

(1) Multiple-occupancy buildings where there is no available space for service equipment accessible to all occupants

(2) A single building or other structure sufficiently large to make two or more services necessary

(3) Residential or agricultural properties determined to be one-acre or less

(4) Accessory dwellings approved by the County, with the electrical service installed per 230.62

230.63 Grouping.

Multiple services, which supply more than one building or structure on the same property, shall be grouped together with a distance between panels not to exceed 10-feet of separation.

> ***Exception:*** *As determined by the building official, commercial or industrial properties with multi structures where each structure is supplied by a separate service may not be required to have all services centrally located and grouped.*

230.64 Identification.

Service equipment that is grouped in centralized locations to comply with 230.63 shall have a permanent affixed plaque identifying the structure or equipment served. The disconnecting means shall be readily identified by a 6-inch equilateral triangle, red in color that complies with the Fire Code, as adopted by the County.

Article 680 Swimming Pools, Fountains, and Similar Installations

680.73 Accessibility.

Hydromassage bathtub electrical equipment *access shall be on the same floor level as the bathtub. The electrical equipment* shall be accessible without damaging the building structure or *interior and exterior* building finish. *No access shall be allowed through the underfloor*.

Informative Annex H – Administration and Enforcement

80.13 Authority.

Where used in this article, the term "authority having jurisdiction" shall include *the building official* or other individuals designated by *the building official*. This code shall be administered and enforced by the authority having jurisdiction*, as* designated by the governing authority as follows.

(1) The authority having jurisdiction shall be permitted to render interpretations of this Code in order to provide clarification to its recommendations, as permitted by 90.4.

(2) When the use of any electrical equipment or its installation is found to be dangerous to human life or property, the authority having jurisdiction shall be empowered to have the premises disconnected from its source of electric supply. [The remainder of subsection (2) is deleted.]

[Subsections (3) through (16) shall remain in effect without modification.]

[Section **80.15 Electrical Board** is deleted.]

80.19 Permits and approvals.

(C) Issuance of Permits.

The authority having jurisdiction shall be authorized to establish and issue permits, certificates, notices, and approvals, or orders pertaining to electrical safety hazards pursuant to 80.23, except that no permit shall be required to execute any of the classes of electrical work specified in the following:

(1) Installation or replacement of equipment such as lamps and of electric utilization equipment approved for connection to suitable permanently installed receptacles

(2) Replacement of flush or snap switches, fuses, lamp sockets, and receptacles, and other minor maintenance and repair work, such as replacing worn cords and tightening connections on a wiring device

(3) The process of manufacturing, testing, servicing, or repairing electrical equipment or apparatus

(4) Such items designated in writing by the Building Official.

[Subsection **(D) Annual Permits** is deleted.]

[Subsection **(E) Fees** shall remain in effect without modification.]

(F) Inspections and approvals.

(1) Upon the completion of any installation of electrical equipment that has been made under *a permit,* it shall be the duty of the person, firm, or corporation making the installation to notify the Electrical Inspector having jurisdiction, who shall inspect the work within a reasonable time.

(2) Where the inspector finds the installation to be in conformity with the statutes of all applicable local ordinances and all rules and regulations, the inspector shall issue to the person, firm or corporation making the installation *a certificate of approval, authorizing the connection to the supply of electricity.* When a certificate of temporary approval is issued authorizing the connection of an installation, such certificates shall be issued to expire at a time to be stated therein and shall be revocable by the Electrical Inspector for cause.

(3) When any portion of the electrical installation within the jurisdiction of an electrical inspector is to be hidden from view by the permanent placement of parts of the building, the person, firm, or corporation installing the equipment shall notify the Electrical Inspector, and the equipment shall not be concealed until it has been *approved by the Electrical Inspector. Where* the concealment of the equipment proceeds continuously, the person, firm, or corporation installing the equipment shall give the Electrical Inspector due notice in advance, and inspections shall be made periodically during the progress of work.

[Subsection (4) is deleted.]

(5) If, upon inspection, any installation is found not to be fully in conformity with the provisions of Article 80, and all applicable ordinances, rules, and regulations, the *Electrical* Inspector making the inspection shall at once forward to the person, firm, or corporation making the installation a written *correction* notice stating the defects

that have been found to exist.

[Subsection **(G) Revocation of Permits** shall remain in effect without modification.]

[Subsection **(H) Applications and Extensions** is deleted.]

80.25 Connection to Electricity Supply.
Connections to the electrical supply shall conform to 80.25(A) through (E).
(A) Authorization.
It shall be unlawful for any person, firm, or corporation to make connection to a supply of electricity or to supply electricity to any electrical equipment installation for which a permit is required or that has been disconnected or ordered to be disconnected.

(B) Special Consideration.
By special permission of the authority having jurisdiction, temporary power shall be permitted to be supplied to the premises for specific needs of the construction project. The *Building Official* shall determine what needs are permitted under this provision.

[Subsections **(C) Notificati**on and **(D) Other Territories** shall remain in effect without modification]

(E) Disconnection.
Where a connection is made to an installation that has not been inspected, as outlined in the proceeding paragraphs of this section, the supplier of the electricity shall immediately report such connection to the *authority having jurisdiction*. If, upon subsequent inspection, it is found that the installation is not in conformity with the provisions of Article 80, the *Building Official* shall notify the person, firm, or corporation making the installation to rectify the defects and, if such work is not completed within *fifteen (15) business days, the Building Official* shall have the authority to cause the disconnection of the portion of the installation that is not in conformity.

80.27 Inspector's Qualifications.
(A) Certification.
All electrical inspectors shall be certified by a nationally recognized inspector certification program accepted by the *building official.* The certification program shall specifically qualify the inspector in electrical inspections. No person shall be employed as an Electrical Inspector unless that person is the holder of an Electrical Inspector's certificate of qualification. [The remainder of subsection (A) is deleted.]

(B) Experience.
Electrical Inspector applicants shall demonstrate the following:
(1) Have a demonstrated knowledge of the standard materials and methods used in the installation of electrical equipment

(2) Be well versed in the approved methods of construction for safety to persons and property

(3) Be well versed in the statutes of *all related electrical work* and the National Electrical Code, as approved by the American National Standard Institute.

[Subsection (4) is deleted.]

[Subection **(C) Recertification** is deleted.]

(D) Revocation and Suspension of Authority.
The *Building Official* shall have the authority to revoke an inspector's authority to conduct inspections within a jurisdiction.

80.29 Liability for damages.
Article 80 shall not be construed to affect the responsibility or liability of any party owning, designing, operating, controlling, or installing any electrical equipment for damages to persons or property caused by a defect therein, nor shall *Douglas County* or any of its employees be held as assuming any such liability by reason of the inspection, reinspection, or other examination authorized.

INTERNATIONAL ENERGY CONSERVATION CODE (IECC) REVISIONS

IECC – Commercial Provisions

Section C202 Definitions.

LUMINAIRE. A complete lighting unit consisting of a light source, such as a lamp or lamps, together with parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source, ballast, or distribute the light. A lamp holder itself is not a luminaire.

OCCUPANT SENSOR (LIGHTING). A device that detects the presence or absence of people within an area and causes lighting to be regulated accordingly. The term "occupant sensor" applies to a device that controls indoor lighting systems. When the device is used to control outdoor lighting systems, it is defined as a motion sensor. This definition also applies to "occupancy sensor" and "occupant-sensing device*".*

C408.2 ***Mechanical systems commissioning and completion requirements*****.**
Prior to passing the final mechanical inspection, the registered design professional shall provide evidence of mechanical systems commissioning and completion in accordance the provisions of this section. *A properly licensed contractor that is the designer and has prepared the mechanical or plumbing drawing for the project may perform the commissioning as required in C408.2.1 and C408.2.4 of this code. The contractor shall be required to carry insurance in the form of Professional Liability or Error and Omissions Insurance*. Construction document notes shall clearly indicate provisions for commissioning and completion requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the owner or owner's authorized agent and made available to the code official upon request in accordance with sections C408.2.4 and C408.2.5.

Exceptions: The following systems are exempt *from the commissioning requirements*:

1. *Mechanical systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) heating capacity.*
2. *Systems included in section C403.3 that serve dwelling units and sleeping units in hotels, motels, boarding houses or similar units.*

C408.2.5 Documentation requirements. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent *and the Building Official prior to* receipt of the certificate of occupancy.

R403.3.6 Sealing.

Ductwork, air-handling units and filter boxes shall be sealed. Joints and seams shall comply with either the International Mechanical Code or the International Residential Code, as applicable.

Exceptions:

1. *Air-impermeable spray foam products shall be permitted to be applied without additional joint seals.*
2. *Where a duct connection is made that is partially inaccessible, three screws or rivets shall be equally spaced on the exposed portion of the joint to prevent a hinge effect.*
3. *Continuously welded and locking type longitudinal joints and seams in ducts operating at static pressures less the 2 inches of water column (500 pa) pressure classification shall not require additional closure systems.*
4.

R403.3.7 Duct system testing.

Ducts shall be pressure tested to determine air leakage. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official. Testing shall be done in accordance with one of the following methods:

1. *Rough-in test: Total leakage shall be less than or equal to 6 cfm (169.9 L/Min) per 100 square feet (9.29M2) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 5 cfm (141.6 L/Min) per 100 square feet (9.29 m2) of the conditioned floor area.*
2. *Post-construction test: Total leakage shall be less than or equal to 6 cfm (169.9 L/Min) or Total leakage to outside shall be less than or equal to 4 cfm (113.3 L/Min) per 100 square feet (9.29M2) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.*

Exception: The total leakage test is not required for ducts and air handlers located entirely within the building thermal envelope.

R406.1.1 Mandatory requirements.

Compliance with this section requires that the provisions identified in Sections R401.2 and R403.5.3 be met. The building thermal envelope shall be greater than or equal to levels of efficiency and Solar Heat Gain Coefficients in Table 402.1.2 or 402.1.4 of the 2009 International Energy Conservation Code.

Exception: Supply and return ducts not completely inside the building thermal envelope shall be insulated to a minimum R-value of R-6.

R406.4 Energy Rating Index.

The Energy Rating Index (ERI) shall *be a numerical integer value that is based on a linear scale constructed such that the ERI reference design has an Index value of 100 and a residential*

building that uses no net purchased energy has an Index value of 0. Each integer value on the scale shall represent a 1 percent change in the total energy use of the rated design relative to the total energy use of the ERI reference design. The ERI shall consider all energy used in the residential building.

R406.4.1 ERI reference design.

The ERI reference design shall be configured such that it meets the minimum requirements of the 2006 International Energy Conservation Code prescriptive requirements. The proposed residential building shall be shown to have an annual total normalized modified load less than or equal to the annual total loads of the ERI reference design.

R406.5 ERI-based compliance.

Compliance based on an ERI analysis requires that the rated design *be shown to have an ERI less than or equal to 63.*

R406.7.1 Compliance software tools.

Documentation verifying that the methods and accuracy of the compliance software tools conform to the provisions of this section shall be provided to the code official.

R406.7.6 Input values.

Where calculations require input values not specified by Sections R402, R403, R404, and R405, those input values shall be taken from ANSI/RESNET/ICC 301 *(current edition with addendums).*

Chapter [RE] 6: Referenced Standards

IAPMO *International Association of Plumbing & Mechanical Officials*
5001 E. Philadelphia Street
Ontario, CA 91761

Standard reference number	*Title*	*Reference in code section number*
UMC-2018	*Uniform Mechanical Code®*	*R201.3, R303.2, R402.2.10, R403.2.2, R403.5*
UPC-2018	*Uniform Plumbing Code®*	*R201.3*

INTERNATIONAL FUEL GAS CODE (IFGC) REVISIONS

406.2.1 Manometer testing. *Manometer testing shall be performed by a person holding a valid manometer tester card for which the number is to be provided at the time of request for inspection. A visual manometer test to be witnessed by the authority having jurisdiction may be allowed by the Building Official. A manometer test does not need to be reported when the serving gas utility performs a manometer or clock test prior to providing service.*

SECTION III: The existing text of Appendix B1 of the Douglas County Code is hereby repealed and shall be replaced with the language that follows:

TITLE 20

APPENDIX B1

East Fork Fire Protection District Amendments to the IFC and WUI Codes.

INTERNATIONAL FIRE CODE (IFC) REVISIONS

For the East Fork Fire Protection District, Douglas County incorporates by reference into this Appendix B1 of Title 20, all those revisions to the 2024 International Fire Code set forth in East Fork Fire Protection District Resolution 2025R-004, which revisions were recorded in the official records of Douglas County, Nevada as Document Number 2025-1026808.

INTERNATIONAL WILDLAND URBAN INTERFACE CODE (WUI) REVISIONS

For the East Fork Fire Protection District, Douglas County incorporates by reference into this Appendix B1 of Title 20, all those revisions to the 2024 International Wildland Urban Interface Code set forth in East Fork Fire Protection District Resolution 2025R-003, which revisions were recorded in the official records of Douglas County, Nevada as Document Number 2025-1004234.

SECTION IV: The existing text of Appendix B2 of the Douglas County Code is hereby repealed and shall be replaced with the language that follows:

TITLE 20

APPENDIX B2

Tahoe Douglas Fire Protection District Amendments to IFC and WUI Codes.

INTERNATIONAL FIRE CODE (IFC) REVISIONS

For the Tahoe Douglas Fire Protection District, Douglas County incorporates by reference into this Appendix B2 of Title 20, all those revisions to the 2024 International Fire Code set forth in Tahoe Douglas Fire Protection District Resolution 011-25, recorded in the official records of Douglas County, Nevada as Document Number 2025-1026927.

INTERNATIONAL WILDLAND URBAN INTERFACE CODE (WUI) REVISIONS

For the Tahoe Douglas Fire Protection District, Douglas County incorporates by reference into this Appendix B2 of Title 20, all those revisions to the 2024 International Wildland Urban Interface Code set forth in Tahoe Douglas Fire Protection District Resolution 012-25, recorded in the official records of Douglas County, Nevada as Document Number 2025-1026928.

Proposed on the ____ day of _____, 20_____.

Adopted this ____ day of _____, 20_____, by the following vote:

Vote- Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____

_____
, Chair
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk-Treasurer

This ordinance is effective on the _____ day of _____, **2026**.

DOUGLAS COUNTY, NV
Rec $40.00
Total $40.00
EAST FORK FIRE DISTRICT

2025-10268479
11/07/2025 04:08 PM
Pgs=34

00203967202510268080340348

SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Amy Ray

Address: 1694 County Rd.

City/State/Zip: Minden, NV 89423

Mail Tax Statements to:

Name: Amy Ray

Address: 1694 County Rd.

City/State/Zip: Minden, NV 89423

2024 code Amendments to the International Fire code, International Building Code, and International Existing Building Code, Uniform Plumbing Code and Uniform Mechanical Code

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

Erica Amatore

Printed Name

This document is being (re-)recorded to correct document #_____, and is correcting

_____

_____

_____.

2024 Code Amendments to the *International Fire Code, International Building Code, and International Existing Building Code, Uniform Plumbing Code and Uniform Mechanical Code*

Preface

This document comprises proposed amendments to the *2024 Edition* of the *International Fire Code, International Building Code, International Existing Building Code, Uniform Plumbing and Uniform Mechanical Code* as published by the International Code Council, Inc, amended by the Authority Having Jurisdiction. This document is hereafter referenced as the 2024 Code Amendments and is prepared to be adopted by local authority having jurisdiction. These provisions are not considered to be or enacted as the code unless the provisions are adopted and codified by the local Authority Having Jurisdiction.

2024 Fire Code Amendments

The following changes are made to the 2024 edition of the *International Fire Code* as adopted by reference in NAC 477.281:

Section 101.2.1 Appendices

Appendix B As Amended
Appendix C In its entirety
Appendix D In its entirety
Appendix E In its entirety
Appendix H In its entirety
Appendix L In its entirety
Appendix N In its entirety

Section 102.5 Application of residential code.

Where structures are designed and constructed in accordance with the *International Residential Code*, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. The water supply shall be approved by the fire code official. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 shall apply, to include residential solar photovoltaic systems and energy storage systems.
2. Administrative, operational and maintenance provisions of this code shall apply.

Section 102.7.3 Local Codes
"International Fuel Gas Code" is deleted and replaced with "NFPA Standard 54/ANSI Z223.1 National Fuel Gas Code, 2024 Edition, or the most current version adopted by the Board for the Regulation of Liquified Petroleum Gas in NAC 590.610."

"*International Plumbing Code*" is deleted and replaced with "*2024 Uniform Plumbing Code.*"

"*International Mechanical Code*" is deleted and replaced with "*2024 Uniform Mechanical Code.*"

103.1 Creation of agency. The department of fire prevention is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

A. Except as otherwise provided the IWUIC shall be enforced by the department of fire prevention of the fire district having jurisdiction in the county, which is established and operated under the supervision of the Chief of each fire district.

B. In all portions or sections within the boundaries of Douglas County where local fire protection districts have been formed for the purpose of fire protection, enforcement of the chapter shall be affected by the fire chief of the local district.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the fire code official shall have the authority to appoint a deputy fire code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the fire code official. The chief and members of the department of fire prevention have the ability to perform their duties pursuant to this code including the authority to issue citations for the violation of any and all provisions of the *International Fire Code* and NAC 477.

Section 105.5.22 Hazardous materials. An operational permit is required to store, transport on site, dispense, use or handle, hazardous materials in excess of the amounts listed in Table 105.5.22. When a permit is required to be obtained for hazardous materials, the Nevada Combined Agency Hazardous Material Facility Report must be completed and the appropriate fees paid.

Section 105.5.58 Fire-fighter Air Replenishment System. An operational permit is required to maintain a Fire-fighter- Replenishment System.

Section 105.5.59 Emergency responder radio coverage system. An operational permit is required for the operation and maintenance of an emergency radio coverage system and related equipment, as specified in Section 510.

108.3 Permit valuations. The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. Where, in the opinion of the *fire code official*,

the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the *fire code official*. The *fire code official* shall have the authority to adjust the final valuation for permit fees. Final building permit valuation shall be set by the *building official*. The *fire* and *building officials* may use the International Code Council's Building Valuation Data chart and/or the Douglas County Assessor's approved area multiplier to assist in the determination of the final valuation.

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the code official. The East Fork Fire Board of Directors shall be known as the Board of Appeals in accordance with this section and shall have authority to interpret the administrative provisions of this code, but shall not have authority to waive the requirements of this code. The East Fork Fire Board of Directors is prohibited from granting waivers, variances, or approvals of alternate methods, or materials differing from the regulations or adopted codes and standards of the State Fire Marshal. All requests for variances must be reviewed and approved by the State Fire Marshal through the use of the State Fire Marshal's Variance Request procedure in accordance with NAC 477.287. Variances shall be approved only if the State Fire Marshal concurs that the request provides an acceptable alternate means to achieve a comparable level of safety. The State Fire Marshal may, within its discretion, seek input from East Fork Fire in the review of variance requests related, but not limited to, fire apparatus access and water supply, however, the final decision to approve, approve with conditions or reject the variance request remains solely with the State Fire Marshal. The fee for review by the State Fire Marshal shall be paid by the applicant seeking appeal.

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 dollars or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 202 General Definitions:

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet (~~22,806~~ 16,764 mm) above the lowest level of fire department vehicle access.

SPECIAL FIRE PROTECTION PROBLEM FACILITIES. Special Fire Protection Problem Facilities are those facilities that consist of uses similar to the which may result in large size fires or fires with high heat release such as bulk flammable liquid storage, lithium-ion batteries, bulk flammable gas storage, large varnish and paint factories, some plastics manufacturing and storage, aircraft hangers, distilleries, refineries, lumberyards, and lumber treatment facilities, grain elevators, chemical plants, coal mines, tunnels, subterranean structures, lithium-ion battery facilities, storage facilities, and warehouses using high rack/piled storage for flammable or pressurized aerosols.

SPECIAL HAZARD FOR EMERGENCY SERVICE COMMUNICATIONS. Construction features which have been found to limit communications as determined by the fire code official.

TOWNHOUSE. Per NRS 278.586 (6) b.: a unit that shares a common wall with two or more units. Therefore, a townhouse is not a "Residential dwelling unit". All townhouses shall be constructed under the International Building Code. See Douglas County Code Title 20, Appendix B, Section R313.1.

UNWANTED ALARM. Any alarm that occurs that is not the result of a potentially hazardous condition.

203.7.2 Institutional Group I-2. Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than five persons who are incapable of self-preservation. *All portions of a care facility which houses patients or residents which are classified by the State Board of Health as a 'Category 2 resident' and which has an occupant load of more than 10 residents, is classified as an 'I-2' occupancy classification.* This group shall include, but not limited to, the following:

Foster care facilities
Detoxification facilities
Hospitals
Nursing homes
Psychiatric hospitals

Section 203.7.4 Occupational Classification Group I-4, day care facilities. Institutional Group I-4 shall include buildings and structures occupied by more than ~~five~~ six persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians, relatives by blood, marriage, or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following: [NAC 477.283]

Adult day care
Child day care

Classification as Group E. A child day care facility that provides care for more than ~~five~~ six but no more than 100 children 2 ½ years or less of age, where the rooms in which the children cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

Within a place of religious worship. Rooms and spaces within places of religious worship providing such care during religious functions shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care. A facility having six or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having six or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code.*

203.9.1 Occupancy Classification Residential Group R-1. Residential Group R-1 occupancies containing *sleeping units* where the occupants are primarily transient in nature, including:

Boarding houses (transient) with more than 10 occupants
Brothels
Congregate living facilities (transient) with more than 10 occupants
Hotels (transient)
Motels (transient)

203.9.3 Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*
Care facilities that provide accommodations for three or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Boarding houses (nontransient)
Convents
Dormitories
Emergency services living quarters
Fraternities and sororities
Monasteries
Congregate living facilities (transient) with 10 or fewer occupants
Boarding houses (transient)
Lodging houses with five or fewer guestrooms
Hotels (nontransient) with five or fewer guestrooms
Motels (nontransient) with five or fewer guestrooms

203.9.4 Residential Group R-4. Residential Group R-4 shall include buildings, structures and portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a *24-hour basis* in a supervised residential environment and receive *custodial care*. Buildings of Group R-4 shall be classified as one of the occupancy conditions specified in Section 203.9.4.1 or 203.9.4.2. Group R-4 occupancies shall meet the requirements for construction as defined in Group R-3, except as otherwise provided for in the *International Building Code.* This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities
Transitional facilities

307.2 Permit required. A permit shall be obtained from East Fork Fire in accordance with Section 105.6 prior to kindling a fire for recognized open burn, silvicultural or range or wildlife management practices, prevention or control of disease or pests, or vegetation management. Application for such approval shall only be presented by and permits issued to the *owner* of the land on which the fire is to be kindled.

307.3 Extinguishment authority. Where *open burning* creates or adds to a hazardous situation, or a required permit for *open burning* has not been obtained, the *fire code official* is authorized to order the extinguishment of the *open burning* operation.

307.2.1 Burn barrels prohibited. The use of burn barrels within the boundary of East Fork Fire Protection District is prohibited.

307.2.2 Garbage Burning Prohibited:

Any person who attempts to burn or burns kitchen and table refuse, offal, swill, other parts and accumulation of animals (whether domestic or wild), vegetables, meats, fish, fowl, birds or fruits, waste matter and/or papers is in violation of this Chapter and Code Section.

307.2.3 Rubbish Burning Prohibited:

Any person who attempts to burn or burns waste including, but not limited to, treated wood, construction debris, roofing materials, paper boxes, rags, moist grass clippings, old hay or straw, barn sweepings, railroad ties treated with creosote or other preservatives, latex paints and thinners, brushes, tools, wet storage, alkaline and lithium batteries,
furniture, plastic pipe and fittings, galvanized pipe and fittings, and all other combustible materials deemed by East Fork Fire District having jurisdiction to be garbage, rubbish, or trash is in violation of this Chapter and Code Section.

307.2.4 Toxic, Dangerous or Hydrocarbon Product Burning Prohibited:

Any person who attempts to burn or burns any combustible liquid, waste oil, gasoline, diesel fuel, alcohol or liquid byproducts of any commercial process is in violation of this Chapter and Code Section.

307.2.5 Plastic or Rubber Products:

Any person who attempts to burn or burns any plastic or rubber product, no matter what the chemical compound, unless cellulose base is over 95% by weight, is in violation of this Chapter and Code Section.

307.2.6 Water Supply and Tools:

All Open Burns shall have a ready water supply and proper hand tools, or farm or heavy equipment available at the burn site that is sufficient to halt the spread of a fire that escapes control by the attendant.

307.2.7 Exceptions:

Open Burning fires no more than five feet in diameter, used exclusively for heating livestock, or branding of livestock for lawful ownership identification, are exempted from the Permit requirements under this Chapter.

307.2.8 Powers and Duties of Fire District:

East Fork Fire District and its officers or agents may, without further process of law, enter onto the private or public property of another for the purposes of investigating any smoke or fire observed, to determine if a Permit has been issued in accordance with this Section, and to determine if violations of Code Sections 307.2 through 307.13 inclusive, or state law or regulation have occurred.

307.2.9 Cost of Extinguishment:

The fire district having jurisdiction and its officers or agents may initiate, through the East Fork Fire District Attorney, appropriate legal action to recover all costs incurred to extinguish any fire and/or remove fire debris or other material involved in any fire, ignited or maintained in violation of this Chapter. East Fork Fire District may record a lien against the real property where the Open Burn occurred in the amount of the costs incurred, and/or pursue all other appropriate legal

remedies to recover the costs incurred.

307.2.10 Penalty for Violation of Provisions:

Any person, persons, firm, partnership, trust, company, association, corporation, or other entity that violates any provision of this Chapter, is guilty of a misdemeanor, and is subject to a maximum fine of $1000 and six months in jail for each violation.

307.2.11 Suspension or Revocation of Permit:

The Fire Chief or his designee, of East Fork Fire District, may immediately suspend any permit issued under this Chapter by issuance of a "Stop Order" in writing to the attendant of the fire, or by posting the "Stop Order" visibly and conspicuously on the property where the Open Burn occurred or is expected to occur.

307.3 Extinguishment authority.

Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, East Fork Fire, the fire agency having jurisdiction, its officers or agents may, without further process of law, extinguish any fire ignited or maintained in violation of the requirements or this Chapter.

NRS 474.550 Provides that: "Any person, firm, association, or agency which willfully or negligently causes a fire … may be charged with the expense incurred in the extinguishing the fire…"

307.6 Outdoor fireplaces, fire pits and decorative appliances. Outdoor fireplaces, fire pits and decorative appliances fueled by LP-gas or natural gas, used in assembly occupancies for the public display shall be equipped with an automatic timer shut off valve with a maximum time limit of 3 hours. The timing valve shall be installed a minimum of 2' from the appliance or as approved by the fire code official.

308.1.6.3 Sky lanterns. Sky lanterns are prohibited.

Section 325 Battery Recycling and Battery Recycling Storage Facilities

325.1 General. Battery Recycling and Battery Recycling Storage Facilities shall be operated and maintained in accordance with this section and Section 320 where applicable.

325.1.1 Technical Opinion & Report. A technical opinion and report complying with 104.8.2, shall be prepared to evaluate the fire risks associated with all new battery recycling facilities and battery recycling storage facilities. The report shall be provided to the fire code official for review and approval.

325.1.1.1 Items required, to be addressed in the Technical Report:

1. Battery sorting specifications and procedures.
2. Protection from hazards involving flying debris during fire incidents igniting adjacent storage areas, buildings, or other exposures, where applicable.
3. Protection of areas and equipment where battery recycling occurs, including fire detection and suppression.
4. An evaluation of the suitability of the processing equipment used.

5. Combustible dust hazards, including cathode and anode powders; and processes that involve or generate dust or powders, as applicable.
6. Firefighting access and water supply.
7. Separation distances between materials, incompatible materials, and water reactive materials, as applicable.
8. Intake and inspection procedures and segregation of high-risk batteries.
9. Storage configuration of batteries or cells, including high piled storage requirements where storage exceeded 6 feet (1.82 m) in height.
10. Ventilation requirements
11. Other items as required by the *fire code official.*
12. Description of method by which the state of charge will be verified and maintained at or below 30%.

325.1.2 Emergency Procedures & Response Plan. Battery Recycling and Battery Recycling Storage Facilities shall develop and maintain emergency procedures and a written safety and emergency response plan for each facility. The plan shall include any emergency conditions unique to that facility including the batteries that it may process or store. The plan shall be submitted to the *fire code official* for review and shall be *approved.*

The safety and emergency response plan shall include (but is not limited to) the following:

1. Procedures for employee training related to anticipated emergency scenarios, including fire events, battery off-gassing, thermal runaway, and post-event mitigation.
2. Spill prevention and control measures
3. Procedures for coordination with emergency responders, including access to hazard communication information, including Safety Data Sheets.
4. A facility map detailing the locations of emergency equipment and access routes.
5. Isolation procedures for batteries exhibiting signs of thermal runaway

325.1.2.1 Abatement. The emergency response plan shall include procedures for the abatement of hazardous conditions following fire events or battery damage. The abatement plan shall be *approved* by the *fire code official.*

325.2 Battery Recycling Facilities

325.2.1 Fire Protection

325.2.1.1 Fire Suppression Systems. Battery recycling facilities shall be protected by an automatic sprinkler system in accordance with Section 903.3

325.2.1.2 Fire Alarm and Detection Systems. A listed or *approved* automatic aspirated smoke detection system or radiant energy fire detection system complying with Section 907.2 shall be installed to protect battery recycling and battery recycling storage areas. Alarm signals from detection systems shall be transmitted to a central station and shall be in accordance with NFPA 72.

325.2.2 Explosion Control

325.2.2.1 Explosion control requirements. Where required by the technical report, explosion control shall be in accordance with Section 911.

325.2.3 Ventilation. Indoor recycling areas shall be provided with a mechanical exhaust ventilation system.

325.2.3.1 Containment Control. The mechanical exhaust ventilation system shall be designed by a registered design professional in accordance with the *International Mechanical Code,* unless an alternative design is *approved* by the *fire code official.*

325.2.3.1.1 Flammable liquid or gas producing operations. Where a flammable liquid and, or gas is generated as a part of the battery recycling process, the mechanical exhaust system shall be designed in accordance with Section 502.9.5.4 of the *International Mechanical Code*, unless an alternative design is *approved* by the *fire code official.*

325.2.4 Sorting. Sorting of batteries shall be in accordance with the technical opinion report, and is subject to the AHJ approval.

325.2.5 Weather Protection. Where outdoor battery recycling areas, and such areas that are enclosed, such areas shall be considered indoor recycling facilities. A technical opinion report, complying with 325.1.1 shall be provided to address the fire resistance rating of the structure, fire detection, fire suppression, and explosion control within the weather protected area.

325.3 Battery Recycling Storage Facilities

325.3.1 Storage Arrangement Plan. A storage plan, which illustrates the storage arrangement, including the location and dimensions of aisleways, storage piles, storage racks, and any fire protection and detection equipment, and its proximity to the storage, shall be provided to and *approved* by the *fire code official.*

325.3.2 Fire Extinguishers. Fire extinguishing equipment suitable for all battery types present shall be provided throughout battery recycling loading and unloading areas in accordance with NFPA 10, travel distance to reach fire extinguishing equipment shall not exceed 75 feet (22.9m).

325.3.3 Indoor Recycling Storage:

325.3.3.1 Construction Requirements. Where indoor storage areas are located in a building with other uses, battery storage areas shall be separated from the remainder of the building by 2-hour rated fire barriers or horizontal assemblies. Fire barriers shall be constructed in accordance with Section 707 of the *International Building Code,* and horizontal assemblies shall be constructed in accordance with Section 711 of the *International Building Code.*

325.3.4 Outdoor Recycling Storage:

325.3.4.1 Separation. Outdoor storage and outdoor storage areas used to store batteries, including storage beneath weather protection shall comply with Section 320.4.3

325.3.4.2 Storage area size limits and separation. Multiple battery storage areas shall be separated from each other by not less than 20 feet (4572 mm) of open space. No storage area shall encroach upon a fire access lane.

325.3.4.3 Aisles. Aisles used for separation of piles shall be configured to allow for firefighting access.

325.3.4.4 Water Supply. Outdoor storage areas shall be equipped throughout the with an adequate water supply in accordance with section 507. The water supply shall be arranged such that no point on the outdoor storage area exceeds 150 feet from a water supply connection.

325.3.5 Packaging. Batteries for recycling are to be stored in weather appropriate noncombustible containers, or containers packaged in accordance with DOTn shipping regulations, and shall be deemed acceptable by the *fire code official*. Under no circumstances will cardboard packaging be used for outdoor storage areas.

325.3.5.1 Damaged Packaging. Batteries shall not be stored in damaged packaging, where the damage compromises the container. If packaging is visibly damaged the batteries shall be promptly repackaged in containers complying with 325 3.5.

Section 503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced and paved so as to provide all-weather driving capabilities that are acceptable to and approved by the authority having jurisdiction.

Exception: Temporary access roads serving only buildings under construction are not required to be paved.

503.3 Marking. Where required by the *fire code official*, curbs shall be painted red and approved signs or other approved notices or markings that include the words "NO PARKING – FIRE LANE" shall be provided every 100 feet or as required by the *fire code official* for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Section 503.4 Obstruction of Fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times. In addition to the penalty or code violation contained in Douglas County Code Title 20, and in addition to the regulation set forth in title 10, "Vehicles and Traffic", vehicles in violation of this subsection may be cited or towed at the owner's expense. The sheriff's office is given concurrent jurisdiction with the East Fork Fire Chief in Douglas County to enforce the provisions of this title.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be *approved* by the *fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all

times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

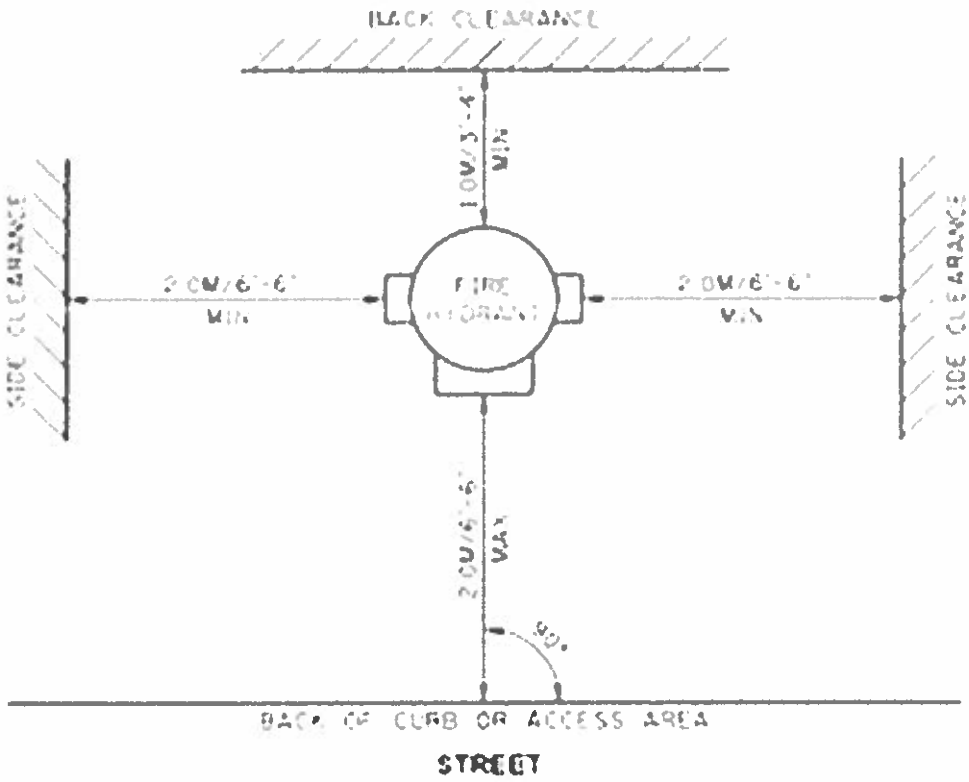
1. All gates across driveways and access roads shall be approved by the AHJ.
2. All gates must be provided with a "Knox key switch" which will open the gate.
3. The clear opening of the gate must be 2' wider (one foot on either side) than the required driveway or road width. This width shall be maintained to a height of 13' 6".
4. The gate shall be designed to operate in all weather conditions and shall be designed so that the operation cannot be impaired by snow/ice.
5. The gate shall be designed to automatically open and remain in the open position in the event of a power failure.
6. The gate shall be capable of being opened manually. Instructions on activating this feature shall be provided to the Fire District.

505.1 Address identification. New and existing buildings shall be provided with approved and maintained all-weather address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetic letters. Numbers shall not be spelled out. Each character shall be not less than a nominal height of 6 inches with a minimum ½ inch stroke form residential occupancies and 12 inches with a 1 inch stroke in commercial occupancies, unless otherwise approved by the *fire code official.* Where required by the *fire code official,* address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an *approved* method. Subject to the approval of the fire authority, if the required fire flow is not available for adequate fire protection, an automatic fire sprinkler system shall be installed throughout the building or buildings. The sprinkler system must meet the requirements of the appropriate NFPA standard. The provisions of this paragraph do not apply if a fire sprinkler system is otherwise required by this chapter or the adopted codes.

Section 507.3.1 Fire Flow for Residential Construction. Fire flow for residential construction, in accordance with the requirements of Section 102.5 (1), shall be calculated in accordance with NFPA 1142. All residential plan submittals shall include the explanatory calculations in accordance with *International Wildland Urban Interface Code* Chapter 4. Calculations shall be based on the volume calculation of the total building area (that is everything under a roof, including garages, covered entry and covered patios).

507.5.5 Clear space around hydrants. A 3 foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or *approved.* In addition, a minimum clear space of seven and one-half feet (2286 mm) shall be maintained to both sides directly in front of the front pumper connection. A minimum of three feet (914 mm) shall also be maintained clear to the rear of any fire hydrant. These clearance requirements shall apply to any public or private property.



507.5.5 Diagram

508.1.6 Required features. The fire command center shall comply with NFPA 72 and shall contain the following features: 1-18 adopted as written with the addition of:

1. HVAC. The central control station shall be provided with heating, cooling, and ventilation (HVAC) systems that are independent of any other building system or area. HVAC for the central control station shall be connected to the emergency power system.
2. Lighting. Lighting shall provide adequate illumination and shall be on emergency service with additional battery backup emergency lighting.
3. Inside Telephone Line. A telephone connected to the premises telephone exchange shall be provided. A current premises telephone directory shall be placed next to this telephone.
4. Disconnect. The main switch for disconnecting the utility power and any alternate power sources shall be in the fire command center. Switches shall be covered to prevent utility power deeds and any alternate power sources before entering the building. After the switch is operated, no live electrical panels, conductors, or feeds within the premises shall remain energized excluding the emergency electrical circuits.

509.1.2 General. A protective cover shall be provided over natural gas meter assemblies serving buildings, or portions thereof, located at an elevation of 5,800 feet (1,767.48 m) or higher. The protective cover shall be designed to be equal to or greater than the Building Design Load (as determined by the Building Department having jurisdiction). The cover shall be approved by the natural gas supplier, shall be installed over the meter assembly, and securely supported to the ground or diagonally to the building wall. When

supported to the ground, the footing of the supports shall extend a minimum of 6-inches (152.4 mm) below finished grade. Pre-case concrete piers may be used in lieu of poured footings, provided they are placed on stable soil.

510.1 Emergency responder communications enhancement systems in new buildings. Emergency responder radio coverage systems must be provided throughout any building that meets one of the following standards:

1. High-rise buildings: Buildings with a floor used for human occupancy that is located more than 55 feet above that lowest level above fire department vehicle access.
2. Underground and below-grade buildings: Buildings with a floor level that is below the finished floor of the lowest level of the exit discharge of any level.
3. Other buildings: The fire code official is authorized to require a technical opinion and report, in accordance with Section 104.7.2, for buildings whose design, due to location, size, construction type or other factors, could impede radio coverage as required by Section 510.4.1. The report shall make recommendations regarding the need for an emergency responder radio coverage system.

510.2 Emergency responder communications enhancement system in existing buildings. Existing buildings, other than buildings with an occupational classification of Residential Group R-3 which do not have approved radio coverage for emergency responders in the building based on existing coverage levels of the public safety communication systems, must be equipped with such coverage according to one of the following conditions.

1. Existing buildings that do not have approved radio coverage, as determined by the Fire Chief, in accordance with Section 510.4.1.
2. Where an existing wired communication system cannot be repaired or is being replaced.
3. Within a time frame established by the adopting authority.

   Exception: An existing building is not required to be equipped with such coverage where the *fire code official* determines that the radio coverage for emergency responders is not needed.

510.4.2 System design. The in-building emergency responder communications enhancement system shall be designed in accordance with Section 510.4.2.1 through 510.4.2.8 and NFPA 1225 except 18.12.3.3.

901.11 Unwanted fire alarms. Unwanted fire alarms are a violation of this code. When a fire alarm system is required by this code, it shall be the responsibility of the property owner or owners authorized agent to maintain the system and properly educate occupants, tenants, and/or employees in accepted behavioral practices that will minimize or eliminate false and/or nuisance alarms. This includes nuisance activations in response to predictable environmental stimuli such as but not limited to cooking fumes, smoking, and construction activities. Where unwanted alarms become repetitive, the fire code official is authorized to charge fees or issue administrative citations to the property owner in accordance with the fee schedule or administrative code as established by the applicable governing authority.

Section 903.2 Where required. *Approved automatic sprinkler systems* in new buildings and structures shall be provided in locations described in Section 903.2.1 through 903.2.12. In all occupancies except Group R-3 and U occupancies, a building that is more than two stories in height shall, including any height

added by usable floor space, have an automatic fire sprinkler system throughout. Any airport control tower is exempt from this requirement to install an automatic sprinkler system.

> **Exception:** Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code,* or both.

903.2.1.2 Group A-2. An *automatic sprinkler system* shall be provided for Group A-2 occupancies and throughout all stories from the A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the follow conditions exists:

1. The *fire area* exceeds 5,000 square feet (464 m^2)
2. The *fire area* has an *occupant load* of 100 or more.
3. The *fire area* is located on the floor other than a *level of exit discharge* serving such occupancies.

Occupancies containing a casino, regardless of occupancy classification, must be designed and built with a sprinkler system classified as an Ordinary Hazard Group 2.

903.2.8.5 Required automatic fire sprinkler systems in IBC structures.
All new structures built under the requirements of the *International Building Code* greater than or equal to 5,000 square feet or greater than 2 stories in height, shall be required to install an automatic fire sprinkler system in accordance with NFPA 13 or NFPA 13R. This requirement applies to all A, B, E, F, H, I, M, S and U Occupancies. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, or as per this Regulation. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the square footage to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire areas may be separated in accordance with IBC 707.3.10, or as required. Pursuant to NRS 278.586 Section 6(6). As used in this section:

(a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.

(b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

(c) Any addition or remodel that increases the fire area will be included in the calculation for the total square footage.

Exception:
Airport control towers complying with IBC 406.5 are exempt from this table.

903.2.8.6 Required automatic fire sprinkler systems in IRC structures. All new structures built under the requirements of the *International Residential Code* and greater than or equal to 5,000 square feet of living space, shall be required to install a residential automatic fire sprinkler system in accordance with NFPA 13D. This system shall be extended to and include protection in the garage. This requirement shall

be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, *International Wildland Urban Interface Code* or as per this Regulation. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the living space to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire walls and fire barriers shall not be used to separate fire areas within the living space. This shall include accessory dwellings. Pursuant to NRS 278.586 Section 6(6) 6. As used in this section:

(a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.
(b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.
(c) This table is in addition to any other automatic sprinkler requirements in this code.
(d) Any addition or remodel that increases the living space will be included in the calculation for the total square footage.
(e) A one-time increase in the fire area is permitted provided said increase is <50% of the structure's existing permitted living space square footage.

Exception:
Accessory structures over 5,000 square feet are exempt from the requirement for installation of residential fire sprinklers, unless they are modified to include living space, but are not exempted from the requirements for fire flow in accordance with Sections 507.3 and 507.3.1 of these Regulations.

903.2.1.3 Group A-3. An *automatic sprinkler system* shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The *fire area* exceeds 5,000 square feet.
2. The *fire area* has an *occupant load* of 125 or more.
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 125 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies where one of the following exists:

1. Throughout all Group E *fire areas* greater than 5,000 square feet (464 m^2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. Group E fire area has an occupant load of 300 or more.

4. Daycare facilities where there is occupancy from 12:00 am – 6:00 am and care for 7 or more children.

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. ~~—~~A Group F-1 occupancy is used to manufacture lithium-ion or lithium metal batteries.
4. A Group F-1 occupancy is used to manufacture vehicles, energy storage systems or equipment containing lithium-ion or lithium metal batteries where the batteries are installed as part of the manufacturing process.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.
2. A Group M fire area is located more than three stories above grade plane.

903.2.7.1 High-piled storage. An automatic sprinkler system shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.7.2 Group M upholstered furniture or mattresses. An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m^2).

903.2.7.3 Lithium-ion or lithium metal battery storage. An automatic sprinkler system shall be provided in a room or space within a Group M occupancy where required for the storage of lithium-ion or lithium metal batteries by Section 320 or Chapter 32.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. ~~—~~A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m^2).
4. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m^2).

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as

shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (929 m^2).
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m^2).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m^2).

903.2.10 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

903.2.8.5 Required automatic fire sprinkler systems in IBC structures. All new structures built under the requirements of the *International Building Code* greater than or equal to 5,000 square feet or greater than 2 stories in height, shall be required to install an automatic fire sprinkler system in accordance with NFPA 13 or NFPA 13R. This requirement applies to all A, B, E, F, H, I, M, S and U Occupancies. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, or as per this Regulation. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the square footage to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire areas may be separated in accordance with IBC 707.3.10, or as required. Pursuant to NRS 278.586 Section 6(6). As used in this section:

(a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.
(b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.
(c) Any addition or remodel that increases the fire area will be included in the calculation for the total square footage.

Exception:
Airport control towers ~~and open parking garages~~ complying with IBC 406.5 are exempt from this table.

903.2.8.6 Required automatic fire sprinkler systems in IRC structures. All new structures built under the requirements of the *International Residential Code* and greater than or equal to 5,000 square feet of living space, shall be required to install a residential automatic fire sprinkler system in accordance with NFPA 13D. This system shall be extended to and include protection in the garage. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, *International Wildland Urban Interface Code* or as per this Regulation. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the living space to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire walls and fire barriers shall not be used to separate fire areas within the living space. This shall include accessory dwellings. Pursuant to NRS 278.586 Section 6(6) 6. As used in this section:

(a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.
(b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.
(c) This table is in addition to any other automatic sprinkler requirements in this code.
(d) Any addition or remodel that increases the living space will be included in the calculation for the total square footage.
(e) A one-time increase in the fire area is permitted provided said increase is <50% of the structure's existing permitted living space square footage.

Exception:
Accessory structures over 5,000 square feet are exempt from the requirement for installation of residential fire sprinklers, unless they are modified to include living space, but are not exempted from the requirements for fire flow in accordance with Sections 507.3 and 507.3.1 of these Regulations.

903.3.1.1 NFPA 13 Sprinkler Systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1 and 903.1.1.2. An NFPA 13R system may be installed in R-1 and R-2 occupancies greater than two stories in height in a Class 1 standpipe system is installed.

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

903.2.11.7. Protection of available storage height. In Group S-1 and all other storage areas the fire sprinkler system shall be designed to protect storage up to the maximum available storage height. The minimum sprinkler density shall be equivalent to that required for a Class IV commodity pursuant to NFPA 13.

Section 903.3.1.2 NFPA 13/13R Sprinkler System. Automatic sprinkler systems in Group R occupancies up to and including two stories in height shall be permitted to be installed throughout in accordance with NFPA 13R. An R-1 or R-2 occupancy that has more than two stories shall have an N.F.P.A. 13 system installed.

903.4.1 Sprinkler system supervision and alarms. Valves controlling the water supply for *automatic sprinkler systems,* pumps, tanks, water levels and temperatures, critical are pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two- family *dwellings* that have not been converted to an R4 as defined by 203.9.4.
2. Limited area systems in accordance with Section 903.3.8

3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system,* and a separate shutoff valve for the *automatic sprinkler system* is not supervised.
4. Jocky pump control valves that are sealed or locked in open position.
5. Control valves to commercial kitchen hoods, painted spray booths or dip tanks that are sealed or locked in the open position. This exception will not apply to any of the above-mentioned control valves if they are located in a building equipped with any fire alarm or protection system that is required to be monitored by a central station fire alarm company.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action, and deluge sprinkler systems that are sealed or locked in the open position.

903.4.3 Alarms. An *approved* audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an *approved* location, shall be connected to each *automatic sprinkler system.* Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be actuation of the *automatic sprinkler system* shall actuate the building *fire alarm system.* One interior audible and visual notification appliance shall be provided near the main entrance or in a normally occupied location. In multiple-tenant facilities, one interior audible and visual notification appliance shall be provided near the main entrance or in a normally occupied location for each tenant space.

Exception: *Automatic sprinkler systems* protecting one- and two-family *dwellings with smoke alarms.*

904.11.2.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser and/or standpipe on each floor of buildings greater than two stories.

905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.7. A Class I standpipe shall be installed in any R-1 or R-2 occupancy more than two stories in height. Standpipe systems are allowed to be combined with automatic sprinkler systems.

Exceptions:

1. Standpipe systems are not required in Group R-2 townhouses.
2. Standpipe systems are not required in Group R-3 occupancies.

906.2 General requirements. Portable fire extinguishers shall be selected, installed, and maintained in accordance with this section and NFPA 10. The internal components of carbon, dioxide, wet chemical, halogenated agent, aqueous film-forming foam (AFFF) and film-forming fluoroprotein (FFFP) portable fire extinguishers shall be examined in accordance with. NFPA Standard 10, 2022 edition, Table 7.3.3.1. The internal components of all other portable fire extinguishers shall be examined annually.

Exceptions:

1. Travel distance to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 Occupancies.

2. Thirty-day inspections shall not be required, and maintenance shall be allowed to be annually for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:

   2.1. Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.

   2.2 Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.

   2.3 The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.

   2.4 Electronic monitoring devices and supervisory circuits shall be tested ~~every three years~~ annually when extinguisher maintenance is performed.

   2.5 A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10.

3. In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.

907.2.11.2.1 Alternative to single- and multiple-station smoke alarms. Single and multiple-station smoke alarms may be replaced by an NFPA 72 Household compliant fire alarm system. Plans shall be submitted to the local fire authority and permits obtained prior to installation. All fire alarm installation contractors shall be required to be licensed by both the Nevada State Contractors Board and Nevada State Fire Marshal (F License).

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure level shall be 90 dBA in mechanical equipment rooms and 80 dBA in all other occupancies.

907.5.2.3 Visible Alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.3.

Exceptions:

1. Visible alarm notification appliances are not required in *alterations*, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in *exits* as defined in Chapter 2.
3. Visible alarm notification appliances shall not be required in elevator cars.
4. Visual alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
5. A visible alarm notification appliance installed in a nurses' control station or other continuously attended staff location in a Group I-2, Condition 2 suite shall be an acceptable alternative to the installation of visible alarm notification appliances throughout the suite or unit in Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.63, Exception 2.

6. Visible alarm notification appliances are not required in storage rooms, electrical rooms and mechanical rooms that are not normally occupied and are less than 400 square feet.
7. Visible alarm notification appliances are not required in janitor closets.

Section 907.10 Smoke alarm maintenance. Smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms shall be replaced when they fail to respond to operability tests, or when they exceed 10 years from the date of manufacture, unless an earlier replacement is specified in the manufacturer's published instructions. The provisions of this section apply when any work that requires a permit is conducted on a new or existing building or structure.

913.4 Valve Supervision. Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods.

1. Central-station, proprietary or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constant attended location.

915.1.1 Where Required. Carbon monoxide detection shall be provided in Group I-1, I-2, I-4, and R, including, without limitation, Residential Group R-3 occupancies used for transient occupancy of less than 30 days, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Sections 915.1.2 through 915.1.6 exist.

1. In buildings that contain a *CO source.*
2. In buildings that contain or are supplied by a CO-producing forced-air furnace.
3. In buildings with attached private garages.
4. In buildings that have a CO-producing vehicle that is used within the building.

1023.9.1 Signage requirements. Stairway identification signs shall comply with all of the following requirements:

1. The signs shall be a minimum size of 18 inches (457mm) by 12 inches (305 mm).
2. The letters designating the identification of the interior exit stairway and ramp shall be not less than 1 ½ inches (38mm) in height.
3. The number designating the floor level shall be not less than 5 inches (127mm) in height and located in the center of the sign.
4. Other lettering and numbers shall be not less than 1 inch (25mm) in height.
5. Characters and their background shall have a non-glare finish. Characters shall contrast with their background, with either light characters on a dark background or dark characters on a light background.
6. Where signs required by Section 1023.9 are installed in the interior exit stairways and ramps of buildings subject to Section 1025, the signs shall be made of the same materials as required by Section 1025.4.
7. The background color of the sign shall be green if roof access is available from the signed stairway. The background color of the sign shall be red if roof access is not available from the signed stairway.

Chapter 11 is deleted

Section 4104.2 is deleted

5601.1.3 Fireworks. Except as otherwise provided in this section, the possession, manufacture, storage, sale, use, and handling of Class 1.3 and Class 1.4 pyrotechnics are only allowed in jurisdictions where specifically approved by local ordinance.

Exceptions:

1. Storage and handling of fireworks is allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.
3. The use of fireworks for firework displays as allowed in Section 5608.
4. Except as otherwise provided in this section, the possession, manufacture, storage, sale, use and handling of Class 1.3 and Class 1.4 pyrotechnics are only allowed in jurisdictions where specifically approved by local ordinance.
5. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances, and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, as applicable for consumer fireworks.

5601.1.6 Exploding targets. The possession, manufacture, sale, and use of exploding targets, including binary exploding targets, are prohibited.

6101.1 Scope. Storage, handling and transportation of liquified petroleum gas (LP-gas) and the installation of LP-gas equipment pertinent to systems for such uses shall comply with this chapter and NFPA 58. Properties of LP-gases shall be determined in accordance with Appendix B of NFPA 58. In the event of a conflict between any provision in this chapter and the regulations of the Board for the Regulation of Liquified Petroleum Gas, the regulations of the Board take precedence.

Appendix B is adopted in whole in accordance with 2024 Edition of the International Fire Code Section 101.2.

Special Fire Protection Problem Facilities. Special Fire Protection Problem Facilities are those facilities that consist of uses similar to that which may result in large size fires or fires with high heat release such as bulk flammable liquid storage, bulk flammable gas storage, large varnish and paint factories, some plastics manufacturing and storage, aircraft hangers, distilleries, refineries, lumberyards and lumber treatment facilities, grain elevators, chemical plants, coal mines, tunnels, subterranean structures, lithium-ion battery facilities, storage facilities, and warehouses using high rack/piled storage for flammables or pressurized aerosols.

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the

fire code official is authorized to utilize the International Wildland-urban Interface Code or NFPA 1142 where the site is not considered as a "special fire protection problem facility" as defined in Section B102.

TABLE B105.2
REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
No auto sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the International Fire Code	50 % of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the International Fire Code	50 % of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m

a. The reduced flow rate shall be not less than 1,500 gallons per minute.

APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

Appendix C is adopted in whole in accordance with *2024 Edition* of the *International Fire Code* Section 101.2.1.

Section C102.2 Distance to a Fire Department Connection (FDC).

The maximum distance from a fire hydrant to a fire department connection (FDC) supplying fire sprinklers and/or standpipes shall not exceed 100 feet, or as determined by the fire code official. This fire hydrant shall be connected to the public water supply and not a private loop.

APPENDIX D FIRE APPARATUS ROADS

Appendix D is adopted in whole in accordance with *2024 Edition of the International Fire Code* Section 101.2.1.

Section D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be equipped throughout with two separate and *approved* fire apparatus access roads.

Section D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family *dwellings* where the number of *dwellings* exceeds 20, shall be provided with two separate and *approved* fire apparatus access roads.

Exceptions:

1. Where there are more than 20 *dwellings* on a single public or private fire apparatus access road and all *dwellings* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 903.3.1.3 Two separate and *approved* fire apparatus access roads shall be required when the number of dwellings reach more than 40, or as determined by the *fire code official.*

APPENDIX F REQUIREMENTS FOR HAZARD RANKING

Appendix F is adopted in whole in accordance with *2024 Edition of the International Fire Code* Section 101.2.1.

APPENDIX H REQUIREMENTS FOR HAZARD RANKING

Appendix H is adopted in whole in accordance with *2024 Edition of the International Fire Code* Section 101.2.1.

APPENDIX L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS

Appendix L is adopted in whole in accordance with *2024 Edition of the International Fire Code* Section 101.2.1.

Adopt Appendix E in its entirety.
Adopt Appendix H in its entirety
Adopt Appendix L in its entirety.
Adopt Appendix N in its entirety.

The following changes are made to the 2024 edition of the *International Building Code* as adopted by reference in NAC 477.281:

"*International Fuel Gas Code*" is deleted and replaced with "N.F.P.A. Standard 54, 2024 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610."

"*International Mechanical Code*" is deleted and replaced with "*2024 Uniform Mechanical Code.*"

"*International Plumbing Code*" is deleted and replaced with "*2024 Uniform Plumbing Code.*"

113.1 Appeals.

In order to determine the suitability of alternate materials or other means of construction an appeal may be made to the East Fork Fire Board of Directors, who shall be the final authority on such appeal.

Section 202 General Definitions.

The following definitions are amended or added to Section 202 General Definitions to read:

High-rise building. A building with an occupied floor located more than ~~75~~ 55 feet above the lowest level of fire department vehicle access.

308.3 Institutional Group I-2.

Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than six persons who are not capable of self-preservation. All portions of a care facility which houses patients or residents which are classified by the State Board of Health as a 'Category 2 resident' and which has an occupant load of more than 10 residents, is classified as an 'I-2' occupancy classification.

This group shall include, but not be limited to, the following:

Foster care facilities
Detoxification facilities
Hospitals
Nursing homes
Psychiatric hospitals

308.5 Institutional Group I-4, day care facilities.

Institutional Group I-4 occupancy shall include buildings and structures occupied by more than three persons of any age who receive *custodial care* for fewer than 24 hours per day by persons other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

Adult day care
Child day care

308.5.1 Classification as Group E.

A child day care facility that provides care for more than six but no more than 100 children 2 1/2 years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

Within a place of religious worship. Rooms and spaces within places of religious worship providing such care during religious functions shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care. A facility having six or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Six or fewer occupants receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having six or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

310.2 Residential Group R-1.

Residential Group R-1 occupancies containing sleeping units where the occupants are primarily transient in nature, including:

Boarding houses (transient) with more than 10 occupants
Brothels
Congregate living facilities (transient) with more than 10 occupants
Hotels (transient)
Motels (transient)

310.3 Residential Group R-2. Residential Group R-2 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Apartment houses
Congregate living facilities (nontransient) with more than 16 occupants

Boarding houses (nontransient)
Convents
Dormitories
Fraternities and sororities
Monasteries
Hotels (nontransient)
Live/work units
Motels (nontransient)
Vacation timeshare properties

310.4 Residential Group R-3.
Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:
Boarding houses (nontransient)
Boarding houses (transient)
Buildings that do not contain more than two dwelling units
Care facilities that provide accommodations for three or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Congregate living facilities (transient) with 10 or fewer occupants
Convents
Dormitories
Fraternities and sororities
Monasteries
Lodging houses (transient) with five or fewer guest rooms and 10 or fewer occupants

310.5 Residential Group R-4. Residential Group R-4 shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care. Buildings of Group R-4 shall be classified as one of the occupancy conditions indicated below. This group shall include, but not be limited to, the following:
Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Reintegration facilities
Social rehabilitation facilities
Transient living facilities
Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in the *International Building Code*.

Condition 1. This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are capable of responding to an emergency situation to complete building evacuation.

Condition 2. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code.

TOWNHOUSE. Per NRS 278.586 (6) b.: a unit that shares a common wall with two or more units. Therefore, a townhouse is not a "Residential dwelling unit". All townhouses shall be constructed under the International Building Code. See Douglas County Code Title 20, Appendix B, Section R313.1.

403.5.3 Stairway door operation. *Stairway* doors other than the exit discharge doors shall be permitted to be locked from the *stairway* side. *Stairway* doors that are locked from the *stairway* side shall be capable of being unlocked without unlatching where any of the following conditions occur:

1. Individually or simultaneously upon a signal from the *fire command center*.
2. Simultaneously upon activation of a *fire alarm signal* in an area served by the *stairway*.
3. Upon failure of the power supply to the lock or the locking system or an activation of any fire alarm initiating device within the building or upon failure of both primary and secondary backup power supplies.

403.5.4 Smokeproof enclosures. Every required *interior exit stairway* serving floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall be a *smokeproof enclosure* in accordance with Sections 909.20 and 1023.11.

406.3.2.1 Dwelling-garage fire separation. The garage shall be separated as required by Table R302.6. Openings in garage walls shall comply with section R302.5. Attachment of gypsum board shall comply with table R702.3.5. The wall separation provisions of Table R302.6 shall not apply to garage walls that are perpendicular to the adjacent dwelling unit wall. See Douglas County Code Title 20, Appendix B, Section R302.6.

SEPARATION	MATERIAL
From the residence and attics	Not less than *a 1- Hour listed assembly* applied to the garage side *wall from garage slab to bottom of roof decking.*
From habitable rooms above the garage	Not less than *a 1-hour listed assembly applied to the garage interior*
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than $^1/_2$-inch gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than $^1/_2$-inch gypsum board or equivalent applied to the interior side of exterior walls that are within this area

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

Section 902.2 High-rise buildings. Any building having occupied floors more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access shall comply with the requirements of Sections 902.1.1 and 902.1.2.

903.2.1.2 Group A-2. An *automatic sprinkler system* shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The *fire area* exceeds 5,000 square feet
2. The *fire area* has an *occupant load* of 100 or more.
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

Occupancies containing a casino, regardless of occupancy classification, must be designed and built with a sprinkler system classified as an ordinary Hazard Group 2.

903.2.1.3 Group A-3. An *automatic sprinkler system* shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

4. The *fire area* exceeds 5,000 square feet.
5. The *fire area* has an *occupant load* of 125 or more.
6. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 125 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies where one of the following exists:

5. Throughout all Group E *fire areas* greater than 5,000 square feet (464 m^2) in area.
6. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
7. Group E fire area has an occupant load of 300 or more.
8. Daycare facilities where there is occupancy from 12:00 am – 6:00 am and care for 7 or more children.

In high schools where automatic sprinkler systems are provided, the automatic sprinkler systems for the automotive and woodworking shops must be designed to meet ordinary hazard group 1 criteria.

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (1115 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. ~~—~~ A Group F-1 occupancy is used to manufacture lithium-ion or lithium metal batteries.
4. A Group F-1 occupancy is used to manufacture vehicles, energy storage systems or equipment containing lithium-ion or lithium metal batteries where the batteries are installed as part of the manufacturing process.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet (1115 m²).
2. A Group M fire area is located more than three stories above grade plane.

903.2.7.1 High-piled storage. An automatic sprinkler system shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.7.2 Group M upholstered furniture or mattresses. An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).

903.2.7.3 Lithium-ion or lithium metal battery storage. An automatic sprinkler system shall be provided in a room or space within a Group M occupancy where required for the storage of lithium-ion or lithium metal batteries by Section 320 or Chapter 32.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (1115 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. ~~—~~A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
4. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (929 m²).

2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (1115 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

903.2.10 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

903.2.11.7. Protection of available storage height. In Group S-1 and all other storage areas the fire sprinkler system shall be designed to protect storage up to the maximum available storage height. The minimum sprinkler density shall be equivalent to that required for a Class IV commodity pursuant to NFPA 13.

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

903.3.1.1 NFPA 13 Sprinkler Systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1 and 903.1.1.2. An NFPA 13R system may be installed in R-1 and R-2 occupancies greater than two stories in height in a Class 1 standpipe system is installed.

Section 903.3.1.2 NFPA 13/13R Sprinkler System. Automatic sprinkler systems in Group R occupancies up to and including two stories in height shall be permitted to be installed throughout in accordance with NFPA 13R. An R-1 or R-2 occupancy that has more than two stories shall have an N.F.P.A. 13 system installed.

Section 903.2 Where Required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

In all occupancies except group R-3 and U occupancies, a building that is more than two stories in height, including any height added by usable floor space, must have an automatic sprinkler system throughout. Any airport control tower is exempt from this requirement to install an automatic sprinkler system.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers

constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the *International Building Code*, or both.

907.5.2.1.1 System initiation in Group A occupancies with an occupant load of 1,000 or more. Activation of the fire alarm in Group A occupancies with an *occupant load* of 1,000 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2. The minimum sound pressure level of audible alarm notification appliances shall be 90 dBA in mechanical equipment rooms and 80 dBA in all other occupancies.

Exception: Where *approved*, the prerecorded announcement is allowed to be manually deactivated for a period of time, not to exceed 3 minutes, for the sole purpose of allowing a live voice announcement from an *approved*, *constantly attended location*.

907.5.2.3 Visible alarms.

Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.3.

Exceptions:

1. Visible alarm notification appliances are not required in *alterations*, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in *exits* as defined in Chapter 2.
3. Visible alarm notification appliances shall not be required in elevator cars.
4. Visual alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
5. Visible alarm notification appliances are not required in storage rooms, electrical rooms and mechanical rooms that are not normally occupied and are less than 400 square feet.
6. Visible alarm notification appliances are not required in janitor closets

1010.2.6 Stairway doors. Interior *stairway* means of egress doors shall be openable from both sides without the use of a key or special knowledge or effort.

Exceptions:

1. *Stairway* discharge doors shall be openable from the egress side and shall only be locked from the opposite side.
2. This section shall not apply to doors arranged in accordance with Section 403.5.3.
3. *Stairway* exit doors shall not be locked from the side opposite the egress side, unless they are openable from the egress side and capable of being unlocked simultaneously without unlatching by any of the following methods:
    3.1. Shall be capable of being unlocked individually or simultaneously upon a signal from the *fire command center*, where present, or a signal by emergency personnel from a single location inside the main entrance to the *building*.
    3.2. Shall unlock simultaneously upon activation of a *fire alarm signal* when a fire alarm system is present in an area served by the stairway.

3.3. Shall unlock upon failure of the power supply to the electric lock or the locking system.

4. *Stairway exit* doors shall be openable from the egress side and shall only be locked from the opposite side in Group B, F, M and S occupancies where the only interior access to the tenant space is from a single *exit stairway* where permitted in Section 1006.3.4.

5. *Stairway* exit doors shall be openable from the egress side and shall only be locked from the opposite side in Group R-2 occupancies where the only interior access to the *dwelling unit* is from a single exit *stairway* where permitted in Section 1006.3.4.

6. In stairways serving buildings other than high-rise buildings, doors are permitted to be locked on the side opposite the egress side, provided that the doors can be opened from the egress side. Doors must automatically unlock upon the activation of a fire alarm system or a fire sprinkler waterflow alarm, or for a power failure. Exit discharge doors must remain unlocked.

The following changes are made to the 2024 edition of the *International Existing Building Code* as adopted by reference in NAC 477.281:

"*International Fuel Gas Code*" is deleted and replaced with "N.F.P.A. Standard 54, 2024 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610.

"*International Mechanical Code*" is deleted and replaced with "2024 *Uniform Mechanical Code*.

"*International Plumbing Code*" is deleted and replaced with "2024 *Uniform Plumbing Code*.

The following changes are made to the 2024 edition of the *Uniform Mechanical Code* as adopted by reference in NAC 477.281:

"*International Fuel Gas Code*" is deleted and replaced with "N.F.P.A. Standard 54, 2024 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610.

"*International Plumbing Code*" is deleted and replaced with "2024 *Uniform Plumbing Code*."

The following changes are made to the 2024 edition of the *Uniform Plumbing Code* as adopted by reference in NAC 477.281:

"*International Fuel Gas Code*" is deleted and replaced with "N.F.P.A. Standard 54, 2024 edition, or the most current version adopted by the Board for the Regulation of Liquefied Petroleum Gas in NAC 590.610."

"*International Plumbing Code*" is deleted and replaced with "2024 *Uniform Plumbing Code.*"

Section 312.7 Fire-Resistant Construction. Fire-Resistant Construction. Piping penetrations of fire-resistance-rated walls, partitions, floors, floor/ceiling assemblies, roof/ceiling assemblies, or shaft enclosures shall be protected in accordance with the requirements of the building code.

NAC 477.283

6. As used in this section, "casino" means any room in which gaming is conducted, including, without limitation, any bar, cocktail lounge or other facility housed therein as well as the area occupied by the games. The term does not include any establishment that is operated pursuant to a restricted license as defined in NRS 463.0189.

DOUGLAS COUNTY, NV
Rec $40.00
Total $40.00
EAST FORK FIRE DISTRICT

2025-10268 513
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SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Amy Ray

Address: 1694 County Rd

City/State/Zip: Minden, NV 89423

Mail Tax Statements to:

Name: Amy Ray

Address: 1694 County Rd

City/State/Zip: Minden, NV 89423

East Fork Fire Protection District Amendments to the 2024 International

Title of Document (required)
Wildland-Urban Interface Code Regulations

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

Erica Amatore

Printed Name

This document is being (re-)recorded to correct document #_____, and is correcting

_____

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East Fork Fire Protection District Amendments to the *2024 International Wildland-Urban Interface Code* Regulations

101.1 Title. These regulations shall be known as the *Wildland-Urban Interface Code* of the East Fork Fire Protection District, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises and to the management of fuels on undeveloped lots and on unmodified portions of large lots within the *wildland-urban interface areas* in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

102.1.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

1. Appendix A of the 2024 Edition of the *International Wildland-Urban Interface Code* is adopted in its entirety with the following amendments:

   A102.3.1 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an approved program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than ~~10~~ 20 feet (3048 mm) in each direction from the outer circumference of such pole or tower during such periods of time as designated by the code official.

   Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

   A104.7 Outdoor fires. Outdoor fires in wildland-urban interface areas shall comply with Section 307 of the *2024 International Fire Code* Regulations.

2. Appendix B of the *2024 Edition of the International Wildland-Urban Interface Code* is adopted in its entirety with the following amendments:

   B101.1 Scope. Where required, vegetation management plans must be submitted to the code official and the State Forester Fire Warden for review and approval as part of the plans required for a permit.

   B101.2 Plan content. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

   1. A copy of the site plan showing the required *defensible space.*
   2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
   3. A plan for maintaining the proposed fuel-reduction measures.

   B102 Defensible Space Plans.

   B102.1 General. Where required, defensible space plans must be submitted to the fire code official for review and approval as part of the plans required for a permit.

   B102.2 Plan content. A defensible space plan shall include at least the following

information:

1. Property boundaries.
2. Current and proposed structures on the property.
3. Location of trees and vegetation taller than 3 feet in height.
4. Individual plant or brush fields 20 square feet or larger in area.
5. Tree drip lines.
6. Roads and driveways accessing the property.

3. Appendix C of the *2024 Edition of the International Wildland-Urban Interface Code* is adopted in its entirety with the following amendments:

C101.1 Fire hazard severity form. Where adopted, Table C101.1 is permitted to be used as an alternative to Table 502.1 for analyzing the fire hazard severity of building sites. Where a new subdivision is being developed, it must comply with the requirements in Chapter 4. When one is evaluating a property in an existing subdivision, this form can be used to review the adequacy of the subdivision itself. Per NRS 278.320 and Douglas County Code, "Subdivision" means any land, vacant or improved, which is divided or proposed to be divided into five or more lots, parcels, sites, units or plots, for the purpose of any transfer or development, or any proposed transfer or development, unless exempted within the NRS.

103.1 Creation of agency. The department of fire prevention is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

A. Except as otherwise provided the IWUIC shall be enforced by the department of fire prevention of the fire district having jurisdiction in the county, which is established and operated under the supervision of the chief of each fire district.

B. In all portions or sections within the boundaries of Douglas County where local fire protection districts have been formed for the purpose of fire protection,
enforcement of the chapter shall be affected by the fire chief of the local district.

104.2.2 Alternative materials, design, and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method not specifically prescribed by this code, provided that any such alternative has been approved.

Where the alternative material, design or method is not approved, the fire chief or their designee shall respond in writing, stating the reasons why the alternative was not approved.

Alternative means and methods for Sections 504.5:

As an alternative means and methods, we will allow the following to be used in lieu of "heavy timber" as prescribed:

1. Minimum 6" x 6" columns
2. 4" x 8" floor joists
3. 4" x 10" or 6" x 8" beams
4. 3" x n" ledgers
5. 2" x n" decking

This shall be allowed when the 5' non-combustible criteria are met per Section 604.5. Areas under decks shall be kept free of combustibles as amended.

106.1 General. To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code see the *2024 International Fire Code* Section 104 as adopted by the District.

107.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.

For buildings or structures erected for temporary uses, see Appendix A, Section A108.3, of this code.

109.3.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1000.00 dollars or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the code official. The East Fork Fire Board of Directors be known as the Board of Appeals in accordance with this section and Section 112.3, and shall have authority to interpret the administrative provisions of this code, but shall not have authority to waive the requirements of this code. The East Fork Fire Board of Directors is prohibited from granting waivers, variances, or approvals of alternate methods, or materials differing from the regulations or adopted codes and standards of the State Fire Marshal. All requests for variances must be reviewed and approved by the State Fire Marshal through the use of the State Fire Marshal's Variance Request procedure in accordance with NAC 477.287. Variances shall be approved only if the State Fire Marshal concurs that the request provides an acceptable alternate means to achieve a comparable level of safety. The State Fire Marshal may, within its discretion, seek input from East Fork Fire in the review of variance requests related, but not limited to, fire apparatus access and water supply, however, the final decision to approve, approve with conditions or reject the variance request remains solely with the State Fire Marshal. The fee for review by the State Fire Marshal shall be paid by the applicant seeking appeal.

Fire hazard severity in accordance with Section 503.1: moderate. The fire hazard rating of moderate (Number 5) shall include moderate ratings according to the wildfire hazard potential map as designated by the Nevada Division of Forestry https://wrap.nevadaresourcesandwildfireinfo.com/Map/Public/#map-themes

Fire hazard severity in accordance with Section 503.1: high. The fire hazard rating of high shall include moderate - high and high (Numbers 6 and 7) ratings according to the wildfire threat assessment map as designated by the Nevada Division of Forestry
https://wrap.nevadaresourcesandwildfireinfo.com/Map/Public/#map-themes

Fire hazard severity in accordance with Section 503.1: extreme. The fire hazard rating of extreme shall include very high and extreme (Numbers 8 and 9) ratings according to the wildfire threat assessment map as designated by the Nevada Division of Forestry https://wrap.nevadaresourcesandwildfireinfo.com/Map/Public/#map-themes

Modification. The addition to a structure of greater than or equal to 25% of the existing square footage in accordance with Section 503.1 and Table 503.1. If the existing structure is located in the high, very high or extreme hazard zone in accordance with the Nevada Division of Forestry wildfire threat assessment map
https://wrap.nevadaresourcesandwildfireinfo.com/Map/Public/#map-themes

Wildland-Urban Interface Area. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. Within the East Fork Fire Protection District, the Wildland-Urban Interface area is defined as all areas not within the boundaries of the Minden, Gardnerville and Genoa townships.

302.3 Review of wildland-urban interface areas. The fire code official shall reevaluate and recommend modification to the *wildland-urban interface areas* in accordance with Section 302.1 as deemed necessary by the fire code official.

Section 402.2.2 Water Supply. Individual structures hereinafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of

not more than 600 square feet (56 m^2).

3. Agricultural buildings constructed for the storage limited to harvested commodities, without electrical or fuel gas services.

403.8 Security gates. The installation of security gates across a fire apparatus access road shall be *approved* by the *fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

1. All gates across driveways and access roads shall be approved by the AHJ.
2. All gates must be provided with a "Knox key switch" which will open the gate.
3. The clear opening of the gate must be 2' wider (one foot on either side) than the required driveway or road width. This width shall be maintained to a height of 13' 6".
4. The gate shall be designed to operate in all weather conditions and shall be designed so that the operation cannot be impaired by snow/ice.
5. The gate shall be designed to automatically open and remain in the open position in the event of a power failure.
6. The gate shall be capable of being opened manually. Instructions on activating this feature shall be provided to the Fire District.

404.1 General. Where provided in order to qualify as a conforming water supply for the purpose of Table 503.1 or as required for new subdivisions in accordance with Section 402.1.2, an *approved* water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the *wildland-urban interface area* of the jurisdiction in accordance with this section.

Exception: Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m^2), and agricultural buildings constructed for the storage of harvested crops or agricultural commodities without electrical or fuel gas services.

404.2 Water sources. The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be *approved* by the fire code official. The distance shall be measured along an unobstructed line of travel. Water sources shall comply with the following:

1. Water tanks shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. Water tanks shall be equipped with an *approved* hydrant. The water level of the water tanks shall be maintained full by; water pumped from a well or water hauled by a tanker to maintain the required water supply. The design, construction, location, water level maintenance, access and access maintenance of water tanks shall be *approved* by the fire code official. The water tank shall have a dedicated supply for fire suppression. If the tank is to be used for domestic purposes, the domestic average daily use shall be in addition to the fire suppression gallonage required.

404.3 Draft sites. *Approved* draft sites shall be equipped with an *approved* hydrant. The use, design, construction, location, access and access maintenance of draft sites shall be *approved* by the code official.

404.5 Adequate water supply. Adequate water supply shall be determined for purposes of initial attack and flame front control as follows:

1. One- and two-family dwellings. The required water supply for one- and two-family dwellings having a fire flow calculation area that does not exceed 3,600 square feet (334 m2) shall be 1,000 gallons per minute (63.1 L/s) for a minimum duration of 30 minutes. The required water supply for one- and two-family dwellings having a fire flow calculation area in excess of 3,600 square feet (334 m2) shall be 1,500 gallons per minute (95 L/s) for a minimum duration of 30 minutes.

Exception: A reduction in the required flow rate of 50 percent, as *approved* by the code official, is allowed where the building is provided with an *approved* automatic sprinkler system.

2. Buildings other than one- and two-family dwellings. The water supply required for buildings other than one and two-family dwellings shall be as *approved* by the code official but shall be not less than 1,500 gallons per minute (95 L/s) for a duration of 2 hours.

Exception: A reduction in the required flow rate of up to ~~75~~ 50 percent, as *approved* by the code official, is allowed where the building is provided with an *approved* automatic sprinkler system. The resulting water supply shall not be less than 1,500 gallons per minute (94.6 L/s).

In areas without water supply, NFPA 1142 may be used to determine adequate water supply. Adequate water supply shall be calculated as required in the most current Edition of NFPA 1142 as adopted by the Nevada State Fire Marshal. Prior to calculating the minimum water supply for any structure, the structure shall be surveyed to obtain the following information:

(1) Occupancy hazard
(2) Type of construction
(3) Structure dimensions (length, width, and height)
(4) Exposures, if any

For new construction, plans shall be submitted to the District for determination of the minimum water supply required before construction is started. See NFPA 1142 Sections 4.2.2 and 4.3.2 for minimum water supply requirements.

Exception: A reduction in required flow rate of 50 percent, as approved by the fire code official, is allowed where the building is provided with an approved automatic sprinkler system.

To meet adequate water supply, one of the following options shall be chosen:

1. Fire sprinklers shall be installed in accordance with NFPA 13D. A separate plan submittal and permit shall be required.
2. Installation of an approved water tank and draft site appurtenances that are in compliance with NFPA 1142 and include a dedicated access and a water use agreement. Smoke alarms installed in the home are required to be monitored by a licensed monitoring company for the life of the home. Activation of smoke alarms shall transmit a signal to provide early notification of any fire. A copy of the monitoring agreement shall be required at final inspection for C of O.
3. A one-time fee paid to the EFFPD water supply initiative based on the required fire flow. This amount shall be paid in full prior to approval of the residential WUI plan review. Smoke alarms installed in the home are required to be monitored by a licensed monitoring company for the life of the home. Activation of smoke alarms shall transmit a signal to provide early notification of any fire. A copy of the monitoring agreement shall be required at final inspection for C of O.

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

502.1 General. The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into *wildland-urban interface areas* shall be established in accordance with Table 503.1, the wildfire threat assessment map, or Appendix C.
https://nevadaresourcesandwildfireinfo.com/Map/Pro/#map-themes

502.1.1 Application of Appendix C. Per Appendix C, where a new subdivision is being developed, it must comply with the requirements in Chapter 4. When one is evaluating a property in an existing subdivision, this form can be used to review the adequacy of the subdivision itself. Per NRS 278.320 and Douglas County Code, "Subdivision" means any land, vacant or improved, which is divided or proposed to be divided into five or more lots, parcels, sites, units or plots, for the purpose of any transfer or development, or any proposed transfer or development, unless exempted within the NRS.

Table 503.1 Ignition-Resistant Construction

Table 503.1

IGNITION-RESISTANT CONSTRUCTION [a,g]

DEFENSIBLE SPACE [c,i]	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water supply [b]		Water supply [b]		Water supply [b]	
	Conforming[d]	Nonconforming[e]	Conforming[d]	Nonconforming[e]	Conforming[d]	Nonconforming[e]
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming [f,h]	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

a. Access shall be in accordance with Section 403.

b. Subdivisions shall have a conforming water supply in accordance with Section 402.1.

c. IR 1= Ignition-resistant construction in accordance with Section 504.
IR 2= Ignition-resistant construction in accordance with Section 505. IR 3= Ignition-resistant construction in accordance with Section 506.
N.C.= Exterior walls shall have a fire-resistance rating of not less than 1 hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.

d. Conformance based on Section 603.

e. Conformance based on Section 404 and EFFPD regulations.

f. A nonconforming water supply is any water system or source that does not comply with Section 404 and EFFPD regulations, including situations where there is not water supply for structure protection or fire suppression.

g. A fire protection plan in accordance with the requirements specified in Section 405 shall be submitted for approval by the fire code official.

h. If required, the fire sprinkler system shall be installed throughout the ~~fire area~~ structure, in accordance with NFPA 13D, to include the garage.

i. Only with the approval of the fire code official

j. If the fuel modification required in Table 603.2 cannot be met based on an actual shorter distance to the lot line, then the required defensible space is nonconforming.

505.2 Roof Assembly. Roofs shall have a roof assembly that complies with not less than a Class A rating when tested in accordance with ASTM E108 or UL 790. For roof assemblies where the profile allows a space between the roof covering and roof deck, the space at the eave ends shall be fire stopped to preclude entry of flames or embers, or have one layer of 72-pound mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 installed over the combustible deck.

602.1.1 Required automatic fire sprinkler systems in IBC structures.

All new structures built under the requirements of the *International Building Code* greater than or equal to 5,000 square feet or greater than 2 stories in height, shall be required to install an automatic fire sprinkler system in accordance with NFPA 13 or NFPA 13R. This requirement applies to all A, B, E, F, H, I, M, S and U Occupancies. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, or as per this Code. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition or remodel that increases the square footage to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire areas may be separated in accordance with IBC 707.3.10, or as required. Pursuant to NRS 278.586 Section 6(6). As used in this section:

(a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.

(b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

Exception:
Airport control towers complying with IBC 406.5 are exempt from this table.

602.1.2 Required automatic fire sprinkler systems in IRC structures.

All new structures built under the requirements of the *International Residential Code* and greater than or equal to 5,000 square feet of living space, shall be required to install a residential automatic fire sprinkler system in accordance with NFPA 13D. This system shall be extended to and include protection in the garage. This requirement shall be in addition to any other requirements as listed in NRS 278.586 Section 6(6), IFC Section 102.5, NFPA 1142, IWUIC or as per this Code. The system shall be installed by a contractor licensed in the State of Nevada. This requirement shall apply to any addition that increases the living space to greater than or equal to 5,000 square feet, in accordance with NRS 278.586. Fire walls and fire barriers shall not be used to separate fire areas within the living space. This shall include accessory dwellings. Pursuant to NRS 278.586 Section 6(6) 6. As used in this section:

(a) "Automatic fire sprinkler system" has the meaning ascribed to it in NRS 202.580.

(b) "Residential dwelling unit" does not include a condominium unit, an apartment unit or a townhouse unit that shares a common wall with more than one other such unit.

Exception:
Accessory structures over 5,000 square feet are exempt from the requirement for installation of residential fire sprinklers, unless they are modified to include living space, but are not exempted from the requirements for fire flow in accordance with Sections 507.3 and 507.3.1 of these Regulations.

604.4 Trees. Tree crowns extending to within 10 feet (3048 mm) of any structure shall be pruned to maintain a minimum clearance of 10 feet (3048 mm). Tree crowns within the *defensible space* shall be pruned to remove limbs located less than 10 feet (3048 mm) above the ground surface adjacent to the trees.

604.4.1Chimney clearance. Portions of tree crowns that extend to within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum clearance of 10 feet (3048 mm).

604.5 Non-combustible area. The area extending from the base of any structure to 5 feet beyond the base of such structure shall be composed entirely of non-combustible material or fire resistive vegetation.

607.1 General. Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. Where required by the fire code official, storage of firewood and combustible material stored in the *defensible space* shall be located not less than 30 feet (9144 mm) from structures and separated from the crown of trees by a horizontal distance of not less than 15 feet (4572 mm).

Exception. Approved fire-resistance-rated coverings used in accordance with their listing and as approved and allowed by the fire code official.

DOUGLAS COUNTY, NV
Rec:$40.00
Total:$40.00
TAHOE DOUGLAS FIRE PROTECTION

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11/12/2025 03:47 PM
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00204103202510269270200204

SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Tahoe Douglas Fire Protection Dist

Address: 193 Elks Point Rd

City/State/Zip: Zephyr Cove NV 89448

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Resolution #11-25

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)

K Rowlett
Signature

Kris Rowlett
Printed Name

This document is being (re-)recorded to correct document #_____, and is correcting

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TAHOE DOUGLAS FIRE PROTECTION DISTRICT

BOARD OF TRUSTEES

RESOLUTION #011-25

A RESOLUTION ADOPTING THE 2024 LAKE TAHOE NEVADA FIRE CODE, INCORPORATING THE 2024 INTERNATIONAL FIRE CODE, PRESCRIBING REGULATIONS TO PROTECT LIFE AND PROPERTY FROM FIRE, HAZARDOUS MATERIALS, AND EXPLOSIONS, PROVIDING FOR PERMITS, ESTABLISHING A BUREAU OF FIRE PREVENTION, AND DEFINING OFFICERS' POWERS AND DUTIES.

WHEREAS, Nevada Revised Statutes Chapter 318 authorizes Tahoe Douglas Fire Protection District as a duly organized fire protection district; and

WHEREAS, Nevada Revised Statutes Chapter 474 authorizes a duly organized fire protection district to provide for the prevention and extinguishment of fires; and

WHEREAS, Nevada Revised Statutes Chapter 474 provides that a Board of Fire Trustees shall promulgate and enforce all regulations necessary for the administration and government of the district and for the furnishing of fire protection; and

WHEREAS, Nevada Revised Statutes Chapter 474 authorizes Tahoe Douglas Fire Protection District through an Inter-local Agreement granting authority to adopt fire codes, model codes; and

WHEREAS, Nevada Revised Statutes Chapter 474 provides that a Board of Fire Trustees shall eliminate and remove fire hazards from the districts wherever practicable and possible, whether on private or public premises; and

WHEREAS, the Board of Fire Trustees of the Tahoe Douglas Fire Protection District does herewith find that the District has certain climatic, geologic, and topographical features that can have a deleterious or negative effect on the delivery of emergency services such as fire protection and emergency medical services; and

WHEREAS, the Board of Fire Trustees of the Tahoe Douglas Fire Protection District finds that modifications and changes to the International Fire Code are reasonably necessary because of the following local climatic, geological, physical, and topographical conditions:

1. **Wildland-Urban Interface and Vegetative Fuels:** the District lies in a mountainous wildland-urban interface area of steep terrain, continuous and dry fuels, and urban development, all of which pose an increasing risk to wildfire spread and conflagration.
2. **Geological Hazards:** proximity to an active fault zone in the Lake Tahoe Basin, the area presents risks of infrastructure failure, including disruption of water, roads, power, and communications during emergencies.
3. **Climatic Conditions:** hot and dry late summer and fall conditions, combined with frequent southwest winds on south facing aspects, heighten the potential exposure of a wildfire ignition, spread, and season. Winter conditions also restrict fire access to not only roadways and properties but also access to fire hydrants and utilities.
4. **Access Limitations:** the topography of the area is generally steep, with most of the subdivisions and structures extending along creek drainages. This terrain may be difficult for firefighters to navigate during a response. Many of these subdivisions have roads that predate modern fire access standards, including steep and narrow roads; a lack of fire turnarounds; and encroachment of public easements. Winter conditions provide these conditions with even more difficult fire access and response.
5. **Environmental Constraints:** Lake Tahoe watershed protections of the area limit roadway improvements, limiting not only improvement in emergency vehicle access but also fuel reduction projects on public lands. These protections also restrict improvements and expansion on the public highways within the Basin. The Tahoe Township only has three routes to leave the area. The Lake Tahoe Basin generally has one highway that goes around the Lake.
6. **Limitations of Firefighting Resources:** with a limited number of staffed stations and a small full-time staff, the District relies on mutual aid in both response and in coverage. Mutual aid can be delayed by the lack of routes into the area, distance to the neighboring Fire Districts, and by the road conditions of the season.

WHEREAS, these factors necessitate adopting local amendments to the International Fire Code, including requirements for automatic fire sprinkler systems, to protect life, property, and the natural environment, and to maintain effective emergency response capabilities.

THEREFORE, BE IT RESOLVED:

The Board of Trustees of the Tahoe Douglas Fire Protection District hereby adopts the following:

Section 1. ADOPTION OF THE 2024 INTERNATIONAL FIRE CODE.

The Tahoe Douglas Fire Protection District hereby adopts the 2024 International Fire Code (including Appendices A,B, C, D, I, N, and O published by the International Code Council, Inc., together with the 2024 Lake Tahoe Nevada Fire Code local amendments, which are incorporated as a standalone document that supplements and modifies the 2024 IFC as necessary to address local conditions. Three copies of both the 2024 IFC and the local amendments shall be filed with the Douglas County Clerk. From the effective date, the provisions of the 2024 IFC, as modified by the local amendments, shall govern within TDFPD,

Section 2. ESTABLISHMENT AND DUTIES OF BUREAU OF FIRE PREVENTION.

The International Fire Code as adopted and amended herein shall be enforced by the Bureau of Fire Prevention in the Fire District of the Tahoe Douglas Fire Protection District, hereinafter "District", which is hereby established, and which shall be operated under the supervision of the Fire Chief of the Fire District.

The Fire Marshal in charge of the Bureau of Fire Prevention shall be appointed by the Chief of the Fire District, and shall retain employment as determined by District policy and procedure

The Chief of the Fire District shall employ a Fire Marshal, Deputies, and Technical Inspectors, who shall be selected through an examination to determine their fitness for the position. The examination shall be open to members and non-members of the Fire District, and appointments made after examination shall retain employment as determined by District policy and procedure.

The Fire Code Official and members of the Fire Prevention Bureau shall have the powers of a deputy in performing their duties under this fire code.

Section 3. REPEAL OF CONFLICTING ORDINANCES.

If any provision herein regarding fire safety conflicts or is inconsistent with former ordinances regarding that same issue, then in that event, the fire code official may enforce the new provision or continue to enforce the prior provision in that officials' sole discretion.

Section 4. VALIDITY.
The Tahoe Douglas Fire Protection District Board of Trustees hereby declares that should any section, paragraph, sentence or word of this ordinance or of the International Fire Code as adopted and amended herein be declared for any reason to be invalid, it is the intent of the Tahoe Douglas Fire Protection District that it would have passed all other portions of this ordinance independent of the elimination here from of any such portion as may be declared invalid, the remainder of the resolution shall remain in force.

Section 5. DATE OF EFFECT.
This ordinance shall take effect and be enforced on January 1, 2026, after its approval and filing with the Douglas County Clerk, or as required by law.

Be it further resolved that the Board of Trustees of the Tahoe Douglas Fire Protection District voted to accept this resolution as follows:

Upon motion of Vice Chair Noyes, seconded by Trustee Kruger, the foregoing Resolutions were passed and adopted this 15th day of October 2025 by the following vote of the Tahoe Douglas Fire Protection Board:

Those Voting Aye:	Those Voting Nay:
Ben Johnson	
Stacy Noyes	
John Breaux	
Dan Kruger	
Ben Ward	

Abstain: ∅

Absent: ∅

Approved this 15th day of October 2025.

Ben Johnson, Chairperson

Scott Lindgren, Fire Chief

THE 2024 LAKE TAHOE NEVADA

FIRE CODE

INCORPORATING THE 2024 INTERNATIONAL FIRE CODE

Effective January 1, 2026

This publication is a local reference only and does not reproduce ICC or NFPA copyrighted materials. Its purpose is to complement those codes by clarifying local amendments that address the unique topography, geography, and climatic conditions of the Lake Tahoe Basin (Nevada jurisdiction only).

2024 Lake Tahoe Nevada Fire Code

Published by North Lake Tahoe Fire Protection District (NLTFPD) and Tahoe Douglas Fire Protection District (TDFPD)

Introduction

This document contains proposed amendments to the 2024 Edition of the International Fire Code, as published by the International Code Council, Inc., and as further amended by the State of Nevada. These provisions have been additionally amended by the North Lake Tahoe Fire Protection District (NLTFPD) and the Tahoe Douglas Fire Protection District (TDFPD).

This document shall hereafter be referenced as the 2024 Tahoe Nevada Fire Code Amendments. It is prepared for consideration and potential adoption by NLTFPD and TDFPD. Until formally adopted and codified by the respective Fire Districts, the provisions contained herein do not constitute law or enforceable code.

Amendment Conventions:

- For the purposes of these amendments, the term "this code" refers to the 2024 Edition of the International Fire Code (IFC) as published by the International Code Council, Inc.
- The following conventions are used throughout this document to identify modifications to the 2024 IFC:
- Deleted language from the base 2024 IFC is shown in ~~strikethrough.~~
- Added language to the 2024 IFC is shown as <u>underlined.</u>
- In certain instances, the entire text of a section from the 2024 IFC has been restated as amended in order to provide complete context and to ensure clarity of application.

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2024 Lake Tahoe Nevada Fire Code Amendments

Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the 2024 Lake Tahoe Nevada Fire Code of North Lake Tahoe Fire Protection District (NLTFPD) and Tahoe Douglas Fire Protection District (TDFPD) hereinafter referred to as "this code."

Section 101.2.1 is added to read:

101.2.1 Appendices. Appendices A,B, C, D, I, N, and O are adopted and amended as recorded.

Section 102.7 is amended to read:

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirement of this code to the prescribed extent of each such reference and as further regulated by sections 102.7.1 and 102.7.2 or as appropriately determined by the Fire District, with the following exceptions:

a. "International Fuel Gas Code" is deleted and replaced with "NFPA Standard 54/ANSI Z223.1 National Fuel Gas Code, 2024 edition, or the most current version adopted by the Board for the Regulation of Liquified Petroleum Gas in NAC 590.610."
b. "International Plumbing Code" is deleted and replaced with "*2024 Uniform Plumbing Code.*"
c. "International Mechanical Code" is deleted and replaced with "*2024 Uniform Mechanical Code.*"

Section 103.1 is amended to read:

103.1 Creation of agency. NLTFPD and TDFPD are hereby designated as the fire code enforcement agencies, within their respective Fire Districts. The individual charged with the authority and responsibility of this agency shall be known as the Fire Code Official. The purpose of the NLTFPD or TDFPD shall be the implementation, administration, and enforcement of this code and any other applicable fire safety regulations.

Section 103.3 is amended to read:

103.3 Deputies. The Fire Chief, the Fire Code Official, and such members of the Fire Department as duly appointed or deputized shall have the authority to perform duties pursuant to this code, including enforcement of all provisions of the International Fire Code, as adopted and amended by the State of Nevada through Nevada Administrative Code (NAC) 477. Such authority includes the issuance of citations for violations, consistent with NRS 477 and NAC 477.

Section 105.5.22 is amended to read:

105.5.22 Hazardous materials. An operational permit is required to store, transport on-site, dispense, use or handle hazardous material in excess of the amounts listed in Table 105.5.22. When such a permit is required, compliance with the Nevada Combined Agency Hazardous Materials Facility Report (CAHMFR) requirements shall also be demonstrated.

Section 105.5.58 is added to read:

105.5.58 Fire fighter air replenishment systems. An operational permit is required to maintain a fire fighter air replenishment system.

Section 105.5.59 is added to read:

105.5.59 Emergency responder radio coverage system. An operational permit is required for the operation and maintenance of an emergency responder radio coverage system and related equipment, as specified in Section 510.

Section 105.5.60 is added to read:

105.5.60. Energy storage systems. An operational permit is required for stationary or mobile energy storage systems regulated by Section 1207 and NFPA 855.

Section 108.4 is amended to read:

108.4 Work commencing before permit issuance. Any person who initiates work, activity, or operations regulated by this code without first obtaining the required permits shall be subject to fees as specified in the respective Fire District's adopted fee schedule, in addition to the required permit fees.

Section 112.3 and A101.3 are amended to read:

112.3 and 101.3.1. The Fire District's Board of Commissioners or Trustees shall serve as the Board of Appeal.

Section 113.4 is amended to read:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by either the fee schedule adopted by the respective Fire District or imprisonment not exceeding 180 days or a combination of both. The respective Fire District is authorized to issue administrative citations for violations of not only the adopted codes and standards, but also any related fire safety statutes and administrative code pursuant to Nevada Law.

Section 113.4.1 is amended to read:

113.4.1 Abatement of violation. Pursuant to Nevada Revised Statute (NRS 474.580), as permitted, the Fire District may eliminate and remove a fire hazard and contract with any person for the performance of this work. The Fire District may recover reasonable and documented costs associated with enforcement and abatement of work, including costs of labor and equipment, administrative, legal, and investigative material, disposal or related charges. Abatement for such work shall comply as follows:

1. Written notice of the intent to abate shall be provided to the property owner.
2. A reasonable opportunity for the property owner or representative to respond shall be given.
3. If entry is denied, a warrant shall be obtained unless emergency conditions exist. In emergency situations involving imminent threat to public safety, warrantless entry is authorized during exigency.
4. Abatement actions shall be documented. Post-abatement notice with an itemized invoice shall be provided to the property owner.

Section 113.5 is added to read:

113.5 Escalation of enforcement. In addition to abatement, the Fire District may take further action if a violation is not corrected or abated, such as:

1. Issue additional fines.
2. Request judicial enforcement and penalties.
3. Claim a property lien pursuant to NRS Chapter 318 or applicable legislation, following proper notice and hearing procedures.

Definition is amended to read:

Chapter 2 Definition is added to read:

Chapter 2 DEFINITION BUILDING LEVEL. For the sole purpose of determining when fire sprinklers and alarms are required, any level of a building served by a stairway containing eight (8) or more risers leading to an intermediate floor or landing shall be considered a separate story (level), regardless of designation or use. This definition shall not alter or affect the definition of story or level elsewhere in the International Fire Code (IFC) or International Building Code (IBC).

Chapter 2 Definition is amended to read:

Chapter 2 DEFINITION HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet (~~22,806~~ 16,764 mm) above the lowest level of fire department vehicle access.

Chapter 2 Definition is amended to read:

Chapter 2 DEFINITION Fire Watch. A fire watch is a temporary measure implemented by qualified individuals, and approved by the Fire Code Official, to ensure continuous and systematic surveillance of a building or property when, in the opinion of the Fire Code Official, conditions exist that present a distinct hazard to life or property. These conditions include but are not limited to:

1. Inadequate or impaired means of egress.
2. Structural damage or hazardous conditions.
3. Fire protection systems that are impaired, nonfunctional, or out-of-service.

Chapter 2 Definition is added to read:

Chapter 2 DEFINITION UNWANTED ALARM. Any alarm that occurs that is not the result of a potentially hazardous condition.

Section 203.7.2 *is amended to read:*

203.7.2 Institutional Group I-2. Institutional Group I-2 occupancy shall include buildings and structures used for medical care on a 24-hour basis for more than ~~five~~ six persons who are incapable of self-preservation. *All portions of a care facility which houses patients or residents which are classified by the State Board of Health as a 'Category 2 resident' and which has an occupant load of more than 10 residents, is classified as an 'I-2' occupancy classification.* This group shall include, but not limited to, the following:

- Foster care facilities
- Detoxification Facilities
- Hospitals
- Nursing homes
- Psychiatric Hospitals

Sections 307.4.1 through 307.4.3 have been deleted and amended as follows:

Sections 307.4.1 through 307.4.3 All open burning, recreational fires, and portable outdoor fireplaces, including gas fire pits and BBQs or ovens, etc. shall require an operational burn permit with the respective Fire District. Recreational fires are not permitted on short-term or vacation home rentals.

Exceptions: An operational permit is not required for portable BBQs or ovens with a grill area ≤ 9 sq. ft., unless otherwise required by county ordinances or authorized agencies.

Section 308.1.7 is amended to read:

308.1.7 Sky lanterns. ~~A person shall not release or cause to be released an untethered sky lantern.~~ Sky lanterns are prohibited.

Section 403.11.3 is amended to read:

403.11.3 Crowd Managers. Where facilities or events involve a gathering of more than 500 people or 100 people in Group A-2 occupancies operating as a nightclub, tavern, or bar, crowd managers shall be provided in accordance with sections 403.11.3.1 through 403.11.3.3.

Section 503.3 is amended to read:

503.3 Marking. Where required by the fire code official, ~~approved signs or other approved notices or markings that include the words "No Parking—Fire Lane" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof~~ fire lanes shall be marked or posted by an approved means of the Fire District, including but not limited to painted or marked fire access lanes or approved signage. Signs shall be posted at intervals of every 100 feet, or as otherwise determined by the Fire District. Striping on the road surface, edge curb and gutter, or similar surfaces may be required by the Fire Code Official when deemed necessary. The Fire District is authorized to require the installation of signage, pavement markings, or striping along fire apparatus access roads and evacuation routes to enhance fire safety, emergency access, or public evacuation. Such signage and markings shall be designed, located, and maintained in a manner deemed appropriate by the Fire Chief, considering site conditions, visibility, and public safety needs. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Section 505.1 is amended to read as follows:

505.1 Address identification. New and existing buildings shall be provided with approved maintained all-weather address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetic letters. Numbers shall not be spelled out. Each character shall be not less ~~than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm)~~ than a nominal height of 6 inches with a minimum ½ inch stroke for residential occupancies and 12 inches with a 1-inch stroke in commercial occupancies, unless otherwise approved by the *fire code official.* Where required by the *fire code official,* address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section 507.3 is amended to read as follows:

507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an *approved* method. Subject to the approval of the fire authority, if the required fire flow is not available for adequate fire protection, an automatic fire sprinkler system shall be installed

throughout the building or buildings. The sprinkler system must meet the requirements of the appropriate NFPA standard. The provisions of this paragraph do not apply if a fire sprinkler system is otherwise required by this chapter or the adopted codes. Calculations shall be based on the total building area.

Section 507.5.5 is amended to read as follows:

507.5.5 Clear space around hydrants. A 3 foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise approved. Clear space shall be maintained from hydrant to the paved fire access area. Hydrants shall not be obstructed by any means. An approved fire hydrant sign shall be installed for all fire hydrants.

Section 508.1.6 is amended to read as follows:

508.1.6 Required features. The fire command center shall comply with NFPA 72 and shall contain all features as required by the 2024 IFC, with an addition of:

19. The central control station shall be provided with heating, cooling, and ventilation (HVAC) systems that are independent of any other building system or area. HVAC for the central control station shall be connected to the emergency power system.
20. Lighting shall provide adequate illumination and shall be on emergency service with additional battery backup emergency lighting.
21. A telephone connected to the premises telephone exchange shall be provided. A current premises telephone directory shall be placed next to this telephone.
22. The main switch for disconnecting the utility power and any alternate power sources shall be in the fire command center. Switches shall be covered to prevent utility power feeds and any alternate power sources before entering the building. After the switch is operated, no live electrical panels, conductors, or feeds within the premises shall remain energized excluding the emergency electrical circuits.

Section 509.2 has been amended to read:

509.2 Equipment access. Approved access shall be provided and maintained for all fire protection equipment and utility equipment and/or rooms. Storage, trash, and other materials or objects shall not be placed or kept in such areas. Natural gas meter risers shall be provided with a protective cover that is approved by the respective gas utility company.

Section 510.1 is amended to read:

510.1 Emergency responder communication enhancement system (ERCES) in new buildings. Approved in-building emergency responder communication enhancement system for emergency responders (ERCES) shall be provided in all new buildings. In-building ERCES within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. The ERCES, where required, shall be of the type determined by the fire code official and the frequency license holder(s). This Section shall not require improvement of the existing public safety communication system.

Exceptions:

1. Where approved by the building code official and the fire code official, a wired communications system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved communications coverage system.
2. Where it is determined by the fire code official that the communication coverage system is not needed after a technical report has been provided, following the acceptance procedures in 510.5.4.
3. In facilities where emergency responder communications coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official authority to accept an automatically activated emergency responder communications coverage system.
4. One-story buildings not exceeding 12,000 square feet with no below-ground area(s).

Section 603.10 has been added to read:

603.10 Service disconnect location. An approved electrical service disconnect, also known as an electrical shunt, shall be installed in a readily accessible location. The disconnect shall simultaneously de-energize all electrical circuits on the premises, including backup power systems, emergency pumps, solar photovoltaic systems, battery storage, and other auxiliary power sources, with a single action.

Section 901.11 is added to read:

901.11 Unwanted fire alarms. Unwanted fire alarms are a violation of this code. If a fire alarm system is installed, it shall be the responsibility of the property owner or owner's authorized agent to maintain the system and properly educate occupants, tenants, and/or employees in accepted behavioral practices that will minimize or eliminate false and/or nuisance alarms. This includes nuisance activations in response to predictable environmental stimuli such as but not limited to cooking fumes, smoking, and construction activities. Where unwanted alarms become repetitive, the fire code official is authorized to charge fees or issue administrative citations to the property owner in accordance with the fee schedule or administrative code as established by the respective Fire District.

Section 903.2 is amended to read:

Section 903.2 Where required. Approved automatic sprinkler systems in new, altered, or modified structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 or if the allowable fire area and building height is exceeded or if the nearest hydrant has a deficient fire flow, per Table 903.2.

Exception: when the structure is only altering or modifying a portion of the total fire area. Additions that exceed the allowable fire area per Table 903.2 or that exceed the required fire flow or that create three (3) levels or more are required to install fire sprinklers.

Table 903.2 is added to read:

Table 903.2

Required automatic sprinklers by fire area, building levels, and fire flow for buildings designed and constructed with the *International Building Code, International Residential Code, Existing Building Code*, including A, B, E, F, H, I, M, R S, and U occupancies. Sprinklers are required when any one of the listed conditions are met or when otherwise required by this code.

Fire District	Fire Flow	Building Levels	Fire Area
NLTFPD	Deficient	3 building levels or greater	5000 sq ft
TDFPD	Deficient	3 building levels or greater	3600 sq ft

Table 903.2 notes:

A. This table is in addition to other automatic sprinkler requirements in this code or other adopted codes, such as the International Wildland Urban Interface Code.
B. Fire areas may be separated accordingly to International Building Code, unless the building is being designed to the International Residential Code.
C. Any addition or remodel that increases the fire area will be included in the calculation for the total square footage.
D. For buildings that are designed to the International Residential Code, a one-time increase of 360 square feet in the fire area shall be permitted.
E. For buildings that are designed to the International Residential Code, fire sprinkler design criteria shall be NFPA 13R for NLTFPD and NFPA 13D for TDFPD.
F. For buildings that are designed to the International Residential Code, buildings that exceed 10,000 (ten thousand) sq ft or exceed four (4) building levels, shall have a fire sprinkler system designed to NFPA 13.
G. For NLTFPD NFPA 13R installations requiring a fire pump, an NFPA 13D pump is permitted when interconnected to an NFPA 72 compliant alarm system, provided the single-family residential occupancy (R-3) does not exceed four (4) building levels or 10,000 sq. ft.
H. For this table, a building level is defined as any level of a building served by a stairway with eight (8) or more risers leading to an intermediate floor or landing. Where stairways with eight (8) or more risers provide access to an intermediate level, that level shall be considered a separate story (building level), regardless of its designation or use. Stairways providing access exclusively to an uninhabitable, non-heated garage classified as Group U occupancy shall be exempt from this requirement.
I. NFPA 13 sprinkler systems are required for all Group R-1 and R-2 occupancies exceeding two (2) building levels in height.

Section 903.2.3 is amended to read as follows:

903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies ~~as follows~~ where one of the following exists:

1. Throughout all Group E *fire areas* greater than ~~12,000~~ 5,000 square feet (~~1,115~~ 464 m^2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. Group E fire area has an occupant load of 300 or more.
4. Daycare facilities where there is occupancy from 12:00 am – 6:00 am and care for 7 or more children.

In high schools where *automatic fire sprinkler systems* are provided, the automatic fire sprinkler systems for automotive and woodworking shops must be *designed* to Ordinary Hazard, Group 1 automatic fire sprinkler systems *criteria, or as req*uired by the Authority Having Jurisdiction.

Section 903.4.3 is amended to read:

903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building, shall be connected to each automatic sprinkler system. Such sprinkler water flow alarm device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. In addition, approved alarm notification appliances shall be provided within each tenant space on the interior in approved locations. For one- and two-family dwellings, the waterflow alarm device shall activate the required smoke alarms or an approved alarm notification appliance on each level.

Section 907.2.9.4 is added to read as follows:

907.2.9.4 Automatic smoke detection system in Group R-4. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in *corridors*, waiting areas open to *corridors* and *habitable spaces* other than *sleeping units* and kitchens.

Exceptions:

1. Smoke detection in *habitable spaces* is not required where the facility is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* door opening directly to an exit or to an exterior *exit access* that leads directly to an exit.

907.2.11.7.1 is added to read as follows:

907.2.11.7.1 Groups R-3. An NFPA 72 monitored fire alarm system shall be installed if any of the follow conditions occur:

1. NLTFPD: A monitored fire alarm system shall be required if any of the following conditions are met:
   - If the occupancy exceeds 10,000 square ft. or unless otherwise required by county ordinances or authorized agencies.

2. TDFPD: A monitored fire alarm system shall be required if any of the following conditions are met:
   - The occupancy exceeds 10,000 square feet;
   - The building is located more than 1,000 feet from a fire hydrant;
   - The property is a vacation home rental with three (3) or more building levels;
   - The vacation home rental accommodates 10 or more occupants;
   - The vacation home rental is attached to other dwelling units, such as apartments, condominiums, duplexes, or townhome.

Section 5601.1.6 is added to read as follows:

5601.1.6 Exploding targets. The possession, manufacture, sale, and use of exploding targets, including binary exploding targets, are prohibited.

Section 6101.2 is amended with added note

6101.2 Permits. Stationary outdoor LP storage tanks are prohibited in Wildland Urban Interface areas, unless specifically permitted by the Fire District.

Concluding Statement

This document concludes the 2024 Lake Tahoe Nevada Fire Code Amendments.

These provisions amend, delete, or supplement the 2024 International Fire Code (IFC), as published by the International Code Council. All sections of the IFC not specifically amended, deleted, or replaced herein shall remain in full force and effect as adopted.

These amendments shall take effect upon adoption and codification by the respective Boards of Commissioners/Trustees of the North Lake Tahoe Fire Protection District (NLTFPD) and the Tahoe Douglas Fire Protection District (TDFPD).

End

DOUGLAS COUNTY, NV
Rec:$40.00
Total:$40.00
TAHOE DOUGLAS FIRE PROTECTION

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SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Tahoe Douglas Fire Protection District

Address: 193 Elks Point Rd

City/State/Zip: Zephyr Cove, NV 89448

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Resolution # 012-25

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)

K Rowlett

Signature

Kris Rowlett

Printed Name

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TAHOE DOUGLAS FIRE PROTECTION DISTRICT

BOARD OF TRUSTEES
RESOLUTION #012-25

A RESOLUTION ADOPTING THE 2024 LAKE TAHOE NEVADA WILDLAND-URBAN INTERFACE CODE, INCORPORATING THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, PRESCRIBING REGULATIONS TO PROTECT LIFE AND PROPERTY FROM FIRE, HAZARDOUS MATERIALS, AND EXPLOSIONS, PROVIDING FOR PERMITS, ESTABLISHING A BUREAU OF FIRE PREVENTION, AND DEFINING OFFICERS' POWERS AND DUTIES.

WHEREAS, Nevada Revised Statutes Chapter 318 authorizes Tahoe Douglas Fire Protection District as a duly organized fire protection district; and

WHEREAS, Nevada Revised Statutes Chapter 474 authorizes a duly organized fire protection district to provide for the prevention and extinguishment of fires; and

WHEREAS, Nevada Revised Statutes Chapter 474 provides that a Board of Fire Trustees shall promulgate and enforce all regulations necessary for the administration and government of the district and for the furnishing of fire protection; and

WHEREAS, Nevada Revised Statutes Chapter 474 authorizes Tahoe Douglas Fire Protection District through an Inter-local Agreement granting authority to adopt fire codes, model codes; and

WHEREAS, Nevada Revised Statutes Chapter 474 provides that a Board of Fire Trustees shall eliminate and remove fire hazards from the districts wherever practicable and possible, whether on private or public premises; and

WHEREAS, the Board of Fire Trustees of the Tahoe Douglas Fire Protection District does herewith find that the District has certain climatic, geologic, and topographical features that can have a deleterious or negative effect on the delivery of emergency services such as fire protection and emergency medical services; and

WHEREAS, the Board of Fire Trustees of the Tahoe Douglas Fire Protection District finds that modifications and changes to the International Fire Code are reasonably necessary because of the following local climatic, geological, physical, and topographical conditions:

1. **Wildland-Urban Interface and Vegetative Fuels:** the District lies in a mountainous wildland-urban interface area of steep terrain, continuous and dry fuels, and urban development, all of which pose an increasing risk to wildfire spread and conflagration.
2. **Geological Hazards:** proximity to an active fault zone in the Lake Tahoe Basin, the area presents risks of infrastructure failure, including disruption of water, roads, power, and communications during emergencies.
3. **Climatic Conditions:** hot and dry late summer and fall conditions, combined with frequent southwest winds on south facing aspects, heighten the potential exposure of a wildfire ignition, spread, and season. Winter conditions also restrict fire access to not only roadways and properties but also access to fire hydrants and utilities.
4. **Access Limitations:** the topography of the area is generally steep, with most of the subdivisions and structures extending along creek drainages. This terrain may be difficult for firefighters to navigate during a response. Many of these subdivisions have roads that predate modern fire access standards, including steep and narrow roads; a lack of fire turnarounds; and encroachment of public easements. Winter conditions provide these conditions with even more difficult fire access and response.
5. **Environmental Constraints:** Lake Tahoe watershed protections of the area limit roadway improvements, limiting not only improvement in emergency vehicle access but also fuel reduction projects on public lands. These protections also restrict improvements and expansion on the public highways within the Basin. The Tahoe Township only has three routes to leave the area. The Lake Tahoe Basin generally has one highway that goes around the Lake.
6. **Limitations of Firefighting Resources:** with a limited number of staffed stations and a small full-time staff, the District relies on mutual aid in both response and in coverage. Mutual aid can be delayed by the lack of routes into the area, distance to the neighboring Fire Districts, and by the road conditions of the season.

WHEREAS, these factors necessitate adopting local amendments to the International Wildland-Urban Interface Code (IWUIC), including requirements for automatic fire sprinkler systems, to protect life, property, and the natural environment, and to maintain effective emergency response capabilities.

THEREFORE, BE IT RESOLVED:

The Board of Trustees of the Tahoe Douglas Fire Protection District hereby adopts the following:

Section 1. ADOPTION OF THE 2024 WILDLAND-URBAN INTERFACE CODE.

The Tahoe Douglas Fire Protection District hereby adopts the Wildland-Urban Interface Code A and B published by the International Code Council, Inc., together with the 2024 Lake Tahoe Nevada Wildland-Urban Interface Code local amendments, which are incorporated as a standalone document that supplements and modifies the 2024 IWUIC as necessary to address local conditions. Three copies of both the 2024 IWUIC and the local amendments shall be filed with the Douglas County Clerk. From the effective date, the provisions of the 2024 IWUIC, as modified by the local amendments, shall govern within TDFPD.

Section 2. ESTABLISHMENT AND DUTIES OF BUREAU OF FIRE PREVENTION.

The Wildland-Urban Interface Code as adopted and amended herein shall be enforced by the Bureau of Fire Prevention in the Fire District of the Tahoe Douglas Fire Protection District, hereinafter "District", which is hereby established, and which shall be operated under the supervision of the Fire Chief of the Fire District.

The Fire Marshal in charge of the Bureau of Fire Prevention shall be appointed by the Chief of the Fire District and shall retain employment as determined by District policy and procedure.

The Chief of the Fire District shall employ a Fire Marshal, Deputies, and Technical Inspectors, who shall be selected through an examination to determine their fitness for the position. The examination shall be open to members and non-members of the Fire District, and appointments made after examination shall retain employment as determined by District policy and procedure.

The Fire Code Official and members of the Fire Prevention Bureau shall have the powers of a deputy in performing their duties under this fire code.

Section 3. REPEAL OF CONFLICTING ORDINANCES.

If any provision herein regarding fire safety conflicts or is inconsistent with former ordinances regarding that same issue, then in that event, the fire code official may enforce the new provision or continue to enforce the prior provision in that officials' sole discretion.

Section 4. VALIDITY.
The Tahoe Douglas Fire Protection District Board of Trustees hereby declares that should any section, paragraph, sentence or word of this ordinance or of the International Fire Code as adopted and amended herein be declared for any reason to be invalid, it is the intent of the Tahoe Douglas Fire Protection District that it would have passed all other portions of this ordinance independent of the elimination here from of any such portion as may be declared invalid, the remainder of the resolution shall remain in force.

Section 5. DATE OF EFFECT.
This ordinance shall take effect and be enforced on January 1, 2026, after its approval and filing with the Douglas County Clerk, or as required by law.

Be it further resolved that the Board of Trustees of the Tahoe Douglas Fire Protection District voted to accept this resolution as follows:

Upon motion of Trustee Breaux, seconded by Trustee Ward, the foregoing Resolutions were passed and adopted this 15th day of October 2025 by the following vote of the Tahoe Douglas Fire Protection Board:

Those Voting Aye:	Those Voting Nay
Ben Johnson	
Stacy Noyes	
John Breaux	
Dan Kruger	
Ben Ward	

Abstain: ∅

Absent: ∅

Approved this 15th day of October 2025.

Ben Johnson, Chairperson

Scott Lindgren, Fire Chief

THE 2024 LAKE TAHOE NEVADA WILDLAND-URBAN INTERFACE CODE

INCORPORATING THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE

This publication is a local reference only and does not reproduce ICC or NFPA copyrighted materials. Its purpose is to complement those codes by clarifying local amendments that address the unique topography, geography, and climatic conditions of the Lake Tahoe Basin (Nevada jurisdiction only).

2024 Lake Tahoe Nevada Wildland-Urban Interface Code

Published by North Lake Tahoe Fire Protection District (NLTFPD) and Tahoe Douglas Fire Protection District (TDFPD)

Introduction

This document contains proposed amendments to the 2024 Edition of the International Wildland-Urban Interface Code, as published by the International Code Council, Inc., and as further amended by the State of Nevada. These provisions have been additionally amended by the North Lake Tahoe Fire Protection District (NLTFPD) and the Tahoe Douglas Fire Protection District (TDFPD).

This document shall hereafter be referenced as the 2024 Tahoe Nevada Fire Code Amendments. It is prepared for consideration and potential adoption by NLTFPD and TDFPD. Until formally adopted and codified by the respective Fire Districts, the provisions contained herein do not constitute law or enforceable code.

Amendment Conventions:

The following conventions are used throughout this document to identify modifications to the 2024 International Wildland-Urban Interface Code (IWUIC):

- Deleted language from the base 2024 IWUIC is shown in ~~strikethrough.~~
- Added language to the 2024 IWUIC is shown as <u>underlined</u>.
- In certain instances, the entire text of a section from the 2024 IWUIC has been restated as amended in order to provide complete context and to ensure clarity of application.

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2024 Lake Tahoe Nevada Wildland-Urban Interface Code Amendments

Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the 2024 Lake Tahoe Nevada Wildland-Urban Interface Code of North Lake Tahoe Fire Protection District (NLTFPD) and Tahoe Douglas Fire Protection District (TDFPD) hereinafter referred to as "this code."

Section 101.2.1 is amended to read:

101.2.1 Appendices. Appendices A and B are adopted and amended as recorded.

Section 101.5 is amended to read:

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that the addition or alteration conforms to that required for a new building. Exceptions: Provisions of this code that specifically apply to existing conditions are retroactive.

Exception (s):

1. Roof Coverings, if the roof covering is replaced or more than 25% of the roof area (or 100 sq ft or more) is replaced within a 12-month period, it shall be replaced with ignition-resistant construction.
2. Exterior Walls, if more than 25% of the exterior wall covering is replaced, it shall be replaced with ignition-resistant construction.
3. Decks, if more than 25% of the deck covering is replaced, it shall be replaced with ignition-resistant construction.

Section 108.4 is amended to read:

108.4 Work commencing before permit issuance. Any person who initiates work, activity, or operations regulated by this code without first obtaining the required permits shall be subject to fees and a stop work order, as specified in the respective Fire District's adopted fee schedule and amendments, which shall be in addition to the required permit fees.

109.3.7 is amended to read:

109.3.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire Code Official, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by either the fee schedule adopted by the respective Fire District or imprisonment not exceeding 180 days or a combination of both. The respective Fire District is authorized to issue administrative citations for violations of not only the adopted codes and standards, but also any related fire safety statutes and administrative code pursuant to Nevada Law.

Section 109.3.8 is amended to read:

109.3.8 Abatement of violation. Pursuant to Nevada Revised Statute (NRS 474.580), as permitted, the Fire District may eliminate and remove a fire hazard and contract with any person for the performance of this work. The Fire District may recover reasonable and documented costs associated with enforcement and abatement of work, including costs of labor and equipment, administrative, legal, and investigative material, disposal or related charges. Abatement for such work shall comply as follows:

1. Written notice of the intent to abate shall be provided to the property owner.
2. A reasonable opportunity for the property owner or representative to respond shall be given.
3. If entry is denied, a warrant shall be obtained unless emergency conditions exist. In emergency situations involving imminent threat to public safety, warrantless entry is authorized during exigency.
4. Abatement actions shall be documented. Post-abatement notice with an itemized invoice shall be provided to the property owner.

Section 109.3.9 is added to read:

109.3.9 Escalation of enforcement. In addition to abatement, the Fire District may take further action if a violation is not corrected or abated, such as:

1. Issue additional fines.
2. Request judicial enforcement and penalties.
3. Claim a property lien pursuant to NRS Chapter 318 or applicable legislation, following proper notice and hearing procedures.

Section 112.3 is amended to read:

112.3. The Fire District's Board of Commissioners or Trustees shall serve as the Board of Appeal.

Definitions are amended to read:

Chapter 2 DEIFNITIONS FIRE-RESISTANT VEGETATION. *Plants, shrubs, trees and other vegetation that exhibit properties, such as high moisture content, little accumulation of dead vegetation, and low sap or resin content, that make them less likely to ignite or contribute heat or spread flame in a fire than native vegetation typically found in the region. Note: The following sources contain examples of types of vegetation that can be considered as fire-resistant vegetation. (Fire-resistant Plants for Home Landscapes, A Pacific Northwest Extension publication; Home Landscaping for Fire, University of California Division of Agriculture and Natural Resources; Sunset Western Garden Book).*

Chapter 2 DEIFNITIONS Heavy Timber Construction. As described in the *International Building Code.* For Decks and similar projections, construction shall be as follows: Minimum 6x6 columns; 4x8 floor joists; 4x10 or 6x8 beams; 3x ledgers; and 2x decking.

Section 302.3 is amended to read:

302.3 Review of wildland-urban interface areas. The Code Official shall reevaluate and recommend modification to the *wildland-urban interface areas* in accordance with Section 302.1 ~~on a 3-year basis or more frequently as deemed necessary by the legislative body~~ as deemed necessary.

Section 404.5 is amended to read:

404.5 Adequate water supply. Adequate water supply shall be determined for purposes of initial attack and flame front control as follows:

1. One- and two-family dwellings. The required water supply for one-and two-family dwellings having a fire flow calculation area that does not exceed 3.600 square feet (334 m^2) shall be 1,000 gallons per minute (63.1 L/s) for a minimum duration of 30 minutes. The required fire flow supply for one- and two-family dwellings having a flow calculation area in excess of 3,600 square feet (334 m^2) shall be 1,500 gallons per minute (95 L/s) for a minimum duration of 30 minutes.

   Exception: A reduction in required flow rate of 50 percent, as approved by the Code Official, is allowed where the building is provided with an approved automatic sprinkler system.

2. Buildings other than one- and two-family dwellings. The water supply required for buildings other than one- and two-family dwellings shall be as approved by the Code Official but shall not be less than 1,500 gallons per minute (95 L/s) for a duration of 2 hours.

   Exception: A reduction in required flow rate of up to ~~75~~ 50 percent, as approved by the Code Official, is allowed where the building is provided with an approved automatic sprinkler system. The resulting water supply shall not be less than 1,500 gallons per minute (94.6 L/s).

Section 501.2 is amended to read:

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

Section 502 is deleted in its entirety.

Table 503.1 is amended to read:

503.1 General. Buildings and structures hereafter constructed, modified or relocated into or within ~~the wildland-urban interface areas~~ the respective Fire District shall meet IR1 construction. Materials required to meet IR1 construction shall comply with the requirements of Section 503.2 and 504 within the scope of work.

Section 504.7.2 is added to read:

504.7.2 Decks. All decks shall be constructed with the following, 0.25 inch deck board spacing with foil-faced bitumen tape or corrosion-resistant metal applied to the top and upper 2 inches of the side surfaces of the combustible supporting joist.

Table 603.2 is deleted, and Section 603.2 is amended to read:

603.2 Fuel modification. New and existing structures shall comply with defensible space, as prescribed by the respective Fire District, following their approved guidelines and sections in this chapter. The fuel modification area within the defensible space shall be no less than 100' from the building's exterior elements or to the property line, whichever comes first.

Section 603.2. is deleted in its entirety.

Section 603.2.2 is amended to read:

603.2.2 Trees. Trees are allowed within defensible space, provided the ~~horizontal~~ distance between crowns of adjacent trees and crowns of trees and structures, overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm) or an acceptable distance as determined by the Code Official. Tree crowns within the *defensible space* shall be pruned to remove limbs located less than 10 feet (3048 mm) above the ground surface adjacent to the trees; or an acceptable distance as determined by the Code Official.

Section 603.2.4 is added to read:

603.2.4 Noncombustible area. The area extending from the base of any structure to 5 feet beyond the base of such structure shall be composed entirely of noncombustible material or fire resistive vegetation.

Section 604.4 is amended to read:

604.4 Trees. Trees are allowed within the *defensible space*, provided the distance between crowns of adjacent trees and crowns of trees and structures, overhead electrical facilities or unmodified fuel is not

less than 10 feet (3048 mm) or an acceptable distance as determined by the Code Official. Tree crowns within the *defensible space* shall be pruned to remove limbs located less than 10 feet (3048 mm) above the ground surface adjacent to the trees; or an acceptable distance as determined by the Code Official.

Section 604.4.1 is amended to read:

604.4.1 Chimney clearance. Portions of tree crowns that extend to within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum ~~horizontal~~ clearance of 10 feet (3048 mm).

Section 604.5 is added to Section 604 to read:

604.5 Non-combustible area. The area extending from the base of any structure to 5 feet beyond the base of such structure shall be composed entirely of non-combustible material or fire resistive vegetation.

Section 607.1 is amended to read:

607.1 General. Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the Fire District, storage of firewood and combustible material stored in the *defensible space* shall be located a minimum of ~~20~~ 30 feet (~~6096~~ 9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Exception. Approved fire-resistance-rated coverings used in accordance with their listing and as approved and allowed by the respective Fire District.

Section A104.7.1 amended to read:

A104.7.1 General. Persons shall not build, ignite or maintain any outdoor fire of any kind for any purpose in or on any *wildland-urban interface area*, except by the authority of a written permit from the respective Fire District.

~~Exception: Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbeque, outdoor fireplace, incinerator or grill and are not less than 30 feet from any combustibles or nonfire-resistive vegetation~~

Section B101.1 is amended to read:

B101.1 Scope. Where required, vegetation management plans shall be submitted to the Code Official for review and approval as part of the plans required for a permit or when required by the Fire District.

Section B101.2 is amended and added to read:

B101.2 Plan content. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the ~~site~~ *vegetation management* plan.

2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.

3. A plan for maintaining the proposed fuel-reduction measures.

4. Current and proposed structures.

5. Existing trees and other vegetation, including brush fields.

6. Property boundaries.

7. Roads, driveways, and fire department access.

8. Special requirements as requested by the Fire District

Chapter 7 is amended to add NFPA 1140:

2022 NFPA 1140, Standard for Wildland Fire Protection Section 11.4.2, Section 11.4.3, and Section 14.2.1.6.4 of NFPA 1140 (2022 Edition), *Standard for Wildland Fire Protection*, are hereby adopted and incorporated by reference for limited application for new construction.

Concluding Statement
This document concludes the 2024 Lake Tahoe Nevada Wildland-Urban Interface Code Amendments.

These provisions amend, delete, or supplement the 2024 IWUIC, as published by the International Code Council. All sections of the IFC not specifically amended, deleted, or replaced herein shall remain in full force and effect as adopted.

These amendments shall take effect upon adoption and codification by the respective Boards of Commissioners/Trustees of the North Lake Tahoe Fire Protection District (NLTFPD) and the Tahoe Douglas Fire Protection District (TDFPD).

2024 NORTHERN NEVADA CODE AMENDMENTS

2024 International Building Code
2024 International Existing Building Code
2024 International Energy Conservation Code
2024 International Residential Code
2023 National Electrical Code
2024 International Fuel Gas Code
2024 International Mechanical Code
2024 Uniform Mechanical Code
2024 Uniform Plumbing Code



Published by the Northern Nevada Chapter of the International Code Council on

February 20, 2025

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Nevada Builders Alliance	New Fields
PK Electrical	Plumbing Heating Cooling Contractors of Nevada
Raglen System Balance, Inc	RHP Mechanical Systems
Savage & Sons Inc	Southwest Gas Corporation
Summit Engineering Corporation	The Happy Outlet, LLC

Preface

This document contains amendments to the following codes published by the International Code Council, Inc., the National Fire Protection Association, and the International Association of Plumbing and Mechanical Officials. These amendments were made by the participating jurisdictions and industry members listed above, with support from the Northern Nevada Chapter of the International Code Council. The amendments apply to the following codes:

2024 International Building Code

2024 International Existing Building Code

2024 International Energy Conservation Code

2024 International Residential Code

2023 National Electrical Code

2024 International Fuel Gas Code

2024 International Mechanical Code

2024 Uniform Mechanical Code

2024 Uniform Plumbing Code

This document is hereafter referred to as the 2024 Northern Nevada Code Amendment and is prepared for adoption by reference by the local Authority Having Jurisdiction. These provisions shall not be considered enacted as part of the code unless they are formally adopted and codified by the local Authority Having Jurisdiction.

Notes: Deleted language in the base code has been ~~stricken through.~~

Added language to the code section has been <u>underlined.</u>

The entire section amended has been shown for context.

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Table R301.2 - Climatic And Geography Design Criteria 73

International Building Code (IBC)

Section 202 Definitions

*Amend Section **202** to read as follows:*

High-rise building. A *building* with an occupied floor or occupied roof located more than ~~75~~ 55 feet (~~22 860~~ 16,764 mm) above the lowest level of fire department vehicle access.

International Electrical Code. The Electrical Code, whether the National Electrical Code or the International Electrical Code, as amended and adopted by the local jurisdiction.

International Mechanical Code. The Mechanical Code, whether the Uniform Mechanical Code or the International Mechanical Code as amended and adopted by the local jurisdiction.

International Plumbing Code. The Plumbing Code, whether the Uniform Plumbing Code or the International Plumbing Code, as amended and adopted by the local jurisdiction.

International Fuel Gas Code. The Fuel Gas Code, whether NFPA 54 or the International Fuel Gas Code, as amended and adopted by the local jurisdiction.

Surcharge. A vertical load imposed on the retained soil that may impose a lateral force in addition to the lateral earth pressure of the retained soil. Examples include:

- Sloped retained soil.
- Structure footings supported by the retained soil.
- Adjacent vehicle loads supported by the retained soil.

Section 305.2 Group E, day care facilities

*Amend Section **305.2** to read as follows:*

305.2 Group E, day care facilities. This group includes *buildings* and *structures*, or portions thereof occupied by more than ~~five~~ six children older than 2½ years of age who receive educational, supervision or *personal care services* for fewer than 24 hours per day.

305.2.1 Within Places of religious worship. Rooms and spaces within *places of religious worship* providing such day care during religious functions shall be classified as part of the primary occupancy.

305.2.2 ~~Five~~ Six or fewer children. A *facility* having ~~five~~ six or fewer children receiving such day care shall be classified as part of the primary occupancy.

305.2.3 ~~Five~~ Six or fewer children in a dwelling unit. A *facility* such as the above within a *dwelling unit* and having ~~five~~ six or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code*.

Section 308.2 Institutional Group I-1

*Add Section **308.2.5** to Section **308.2** to read as follows:*

308.2 Institutional Group I-1. Institutional Group I-1 occupancy shall include *buildings*, *structures* or portions thereof for more than 16 *persons*, excluding staff, who reside on a *24-hour basis* in a supervised environment and receive *custodial care*. *Buildings* of Group I-1 shall be classified as one of the occupancy conditions specified in Section 308.2.1 or 308.2.2 and shall comply with Section 420. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living *facilities*
Congregate care *facilities*
Group homes
Halfway houses
Residential board and care *facilities*
Social rehabilitation *facilities*

308.2.1 Condition 1. This occupancy condition shall include *buildings* in which all *persons* receiving *custodial care* who, without any assistance, are capable of responding to an emergency situation to complete building evacuation.

308.2.2 Condition 2. This occupancy condition shall include *buildings* in which there are any *persons* receiving *custodial care* who require *limited verbal or physical assistance* while responding to an emergency situation to complete *building* evacuation.

308.2.3 Six to 16 persons receiving custodial care. A facility housing not fewer than six and not more than 16 persons receiving custodial care shall be classified as Group R-4.

308.2.4 Five or fewer persons receiving custodial care. A *facility* with five or fewer persons receiving *custodial care* shall be classified as Group R-3 or shall comply with the *International Residential Code* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3 or Section P2904 of the *International Residential Code.*

308.2.5 Board of Health. All portions of a care facility which houses patients or residents which is classified by the State Board of Health as ‘Category 2,’ and which has an occupant load of more than 10 residents, is classified as an ‘I-1’ occupancy classification.

Section 308.5 Institutional Group I-4, day care facilities

*Amend Section **308.5** to read as follows:*

308.5 Institutional Group I-4, day care facilities. Institutional Group I-4 occupancy shall include *buildings* and *structures* occupied by more than ~~five~~ six *persons* of any age who receive *custodial care* for fewer than 24 hours per day by *persons* other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the *person* cared for. This group shall include, but not be limited to, the following:

Adult day care

Child day care

308.5.1 Classification as Group E. A child day care *facility* that provides care for more than ~~five~~ six but not more than 100 children 2 ½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

308.5.2 Within a place of religious worship. Rooms and spaces within *places of religious worship* providing such care during religious functions shall be classified as part of the primary occupancy.

308.5.3 ~~Five~~ Six or fewer persons receiving care. A *facility* having ~~five~~ six or fewer *persons* receiving *custodial care* shall be classified as part of the primary occupancy.

308.5.4 ~~Five~~ Six or fewer persons receiving care in a dwelling unit. A *facility* such as the above within a *dwelling unit* and having ~~five~~ six or fewer *persons* receiving *custodial care* shall be classified as a Group R-3 occupancy or shall comply with the *International Residential Code.*

Section 310.2 Residential Group R-1

*Amend Section **310.2** to read as follows:*

310.2 Residential Group R-1. Residential Group R-1 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily *transient* in nature, including:

Boarding houses (transient) with more than 10 occupants
Brothels
Congregate living facilities (transient) with more than 10 occupants
Hotels *(transient)*
Motels *(transient)*
Lodging houses with more than five *guestrooms*

Group 311.2 Moderate-hazard storage, Group S-1

*Amend Section **311.2** to read as follows:*

311.2 Moderate-hazard storage, Group S-1. Storage Group S-1 occupancies are *buildings* occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

Aerosol products, Levels 2 and 3, aerosol cooking spray, plastic aerosol (PA3)
Aircraft hangar (storage and repair)
Bags: cloth, burlap and paper
Bamboos and rattan
Baskets
Belting: canvas and leather
Beverages over 20-percent alcohol content
Books and paper in rolls or packs
Boots and shoes
Buttons, including cloth covered, pearl or bone
Cardboard and cardboard boxes
Clothing, woolen wearing apparel
Cordage
~~Dry boat storage (indoor)~~
Furniture
Furs
Glues, mucilage, pastes and size
Grains
Horns and combs, other than celluloid
Leather
Linoleum
Lithium-ion or lithium metal batteries
Lumber
Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials specified in Table 307.1(1) (see Section 406.8)
Photo engravings
Resilient flooring
Self-service storage facility (mini-storage)
Silks
Soaps
Sugar
Tires, bulk storage of
Tobacco, cigars, cigarettes and snuff
Upholstery and mattresses
Vehicle *repair garages* for vehicles powered by lithium-ion or lithium metal batteries
Wax candles

Section 403.5.4 Smokeproof enclosures

*Amend Section **403.5.4** to read as follows:*

403.5.4 Smokeproof enclosures. Every required *interior exit stairway* serving floors more than ~~75~~ 55 feet (~~22 860~~ 16,764 mm) above the lowest level of fire department vehicle access shall be a *smokeproof enclosure* in accordance with Sections 909.20 and 1023.12.

Section 906 Portable fire extinguishers

*Delete to Section **906**:*

Refer to the 2024 Editions of the International Fire Code and the 2024 Northern Nevada Fire Amendments.

Section 910.2 Where required

*Amend Section **910.2** to read as follows:*

910.2 Where required. Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1 and 910.2.2.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an *approved automatic sprinkler system.*
2. ~~Smoke and heat removal shall not be required in areas of *buildings* equipped with early suppression fast-response (ESFR) sprinklers.~~ Automatic smoke and heat vents are not required within areas of buildings equipped with early suppression fast-response (ESFR) sprinklers unless the area of Group F-1 or S-1 occupancy protected with the ESFR sprinklers has an exit access travel distance of more than 250 feet (76 200mmn).
3. Smoke and heat removal shall not be required in areas of *buildings* equipped with control mode special application sprinklers with a response time index of 50 $(m \times S)^{1/2}$ or less that are *listed* to control a fire in stored commodities with 12 or fewer sprinklers.

Section 1210.4 Baby changing tables

*Add Section **1210.4** to Section **1210** to read as follows:*

1210.4 Baby changing tables. Diaper changing tables are required to be installed in both male, female and other restrooms, in permanent buildings that contain public restrooms as defined in Chapter 29 of the 2024 IBC. Changing tables are required when any of the following occur: new buildings, tenant improvements, new restrooms, alteration of existing restrooms, new additions, change of uses that require updating existing restrooms with additions to those facilities. Shall meet the guidelines of 603.5, 309 and 902 of ANSI/ICC A117.1-2017.

Exceptions: A building or facility that does not have public restrooms or has been issued a permit or license which restricts the admission of children on the basis of age, shall be exempt from this requirement.

Section 1503.6 Snow shedding and impact areas

*Add Section **1503.6** to Section **1503** to read as follows:*

1503.6 Snow shedding and impact areas. Snow shedding onto adjacent properties is prohibited. Snow shed impact areas shall be designed to contain shedding snow from structures and prevent snow from encroaching onto adjacent properties when ground snow loads exceed 154 p_g when located in Washoe County or Carson City or exceeds 69 p_g when located in Storey County. The roof and eaves of all structures shall be designed so that snow shed impact areas will not occur in or on required exits, parking areas, driveways, LPG storage tanks, walkways, and public areas.

Exception: The snow shed impact area may be reduced provided an engineered snow restraint system, designed in accordance with this code, is incorporated into the roof design and the roof drainage system.

Section 1608.2 Ground snow loads

*Amend Section **1608.2** to read as follows:*

Section 1608.2 Ground snow loads. The ground snow *loads* for structures shall be determined in accordance with the reliability-targeted (strength based) ground snow load values in Chapter 7 of ASCE & or Figures 1608.2(1) through 1608.2(4) for the contiguous United States and Table 1608.2 for Alaska. Site-specific case studies shall be determined in accordance with Chapter 7 of ASCE 7 and shall be approved by the building official. Snow loads are zero for Hawaii, except in mountainous regions as approved by the building official. The snow loads for elevations above 4500 feet shall be taken from Table 1608.2.1.

Table 1608.2.1 Ground snow loads for Northern Nevada locations

*Add Table **1608.2.1** to read as follows:*

Table 1608.2.1

GROUND SNOW LOADS, Pg, FOR NORTHERN NEVADA LOCATIONS [1,2,3,4]

Elevation (feet)	West of U.S. 395, Eastern Sierra Slope, Carson City, Reno, Washoe County*, Douglas County and West of S.R. 88.[1]				East of U.S. 395 for Carson City, Reno, Sparks, Washoe County*, Douglas County and East of S.R. 88.[1]				Lyon County, City of Fernley				Storey County[1]				All Nevada Counties*, Lake Tahoe Basin, Western Sierra Slope			
	RISK CATEGORY																			
	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV
	Pg (Pounds Per Square Foot)																			
4500	35	43	48	52	35	43	48	52	12	15	16	18	12	15	16	18				
5000	35	43	48	52	35	43	48	52	35	43	48	52	12	15	16	18				
5100	47	59	65	71	36	45	49	54	36	45	49	54	12	15	16	18				
5200	60	75	82	90	38	48	52	57	36	45	49	54	12	15	16	18				
5300	74	92	101	110	39	49	54	59	39	49	54	59	12	15	16	18				
5400	86	108	118	129	40	50	55	60	40	50	55	60	12	15	16	18				
5500	99	123	136	148	43	53	59	64	43	53	59	64	58	72	79	86				
6000	163	203	224	244	50	62	68	74	50	62	68	74	80	100	110	120	252	315	346	378
6500	196	245	269	294	50	62	68	74	50	62	68	74	103	129	142	155	269	336	370	403
7000	229	286	315	343	66	82	90	98	66	82	90	98	103	129	142	155	286	358	393	429
7500	246	308	338	369	66	82	90	98	66	82	90	98	103	129	142	155	303	379	417	455
8000	262	328	360	393	99	123	136	148	99	123	136	148	103	129	142	155	320	400	440	480
8500	278	348	382	417	99	123	136	148	99	123	136	148	103	129	142	155	338	422	464	506
9000	310	388	426	465	131	163	180	196	131	163	180	196	131	163	180	196	378	472	519	566
9500	343	429	472	515	163	203	224	244	163	203	224	244	138	172	189	206	446	558	613	669
10000	408	510	561	612	163	203	224	244	163	203	224	244	163	203	224	244	480	600	660	720

Footnotes:

1. Final roof snow design load Ps or Pf shall not be less than 29 psf

2. Refer to local jurisdiction ordinances for other Ground Snow Load information S.R. = State Route

3. Intermediate values may be determined by interpolation U.S. = U.S. Highway

4. The City of Elko shall not have ground snow loads less than 30 psf and Churchill County shall not have ground snow loads less than 20 psf

* Ground snow loads in Washoe County shall be taken from Tables 1608.2.1 or the ASCE Hazard Tool. Ground snow loads from the ASCE Hazard tool shall use the ASCE/SEI 7-22 standard. The minimum ground snow load for a structure shall not be less than the lower of the two values from Table 1608.2.1 and the ASCE Hazard Tool.

Section 1609.1.1 Determination of wind loads

*Amend Section **1609.1.1** to read as follows:*

1609.1.1 Determination of wind loads. Wind *loads* on every *building* or *structure* shall be determined in accordance with Chapters 26 to 30 of ASCE 7. The type of opening protection required, the basic design wind speed, *V*, and the exposure category for a *site* is permitted to be determined in accordance with section 1609 or ASCE 7. The wind speed in the City of Reno, the City of Sparks, Douglas, and Washoe Counties shall be per the Special Wind Region Table 1609.3.2. Wind shall be assumed to come from any horizontal direction and wind pressures shall be assumed to act normal to the surface considered.

Exceptions:

1. Subject to limitations of section 1609.1.1.1, the provisions of ICC 600 shall be permitted for applicable Group R-2 and R-3 *buildings*.

2. Subject to the limitations of Section 1609.1.1.1, residential *structures* using the provisions of AWC WFCM.

3. Subject to the limitations of Section 1609.1.1.1 residential *structures* using the provisions of AISI S230.

4. Designs using NAAMM FP 1001.

5. Designs using TIA-222 for antenna-supporting *structures* and antennas, provided that the horizontal extent of Topographic Category 2 escarpments in Section 2.6.6.2 of TIA-222 shall be 16 times the height of the escarpment.

6. Wind tunnel tests in accordance with ASCE 49 and Sections 31.4 and 31.5 of ASCE 7.

7. *Temporary structures* complying with Section 3103.6.1.2.

The wind speeds in Figures 1609.3(1) through 1609.3(4) are basic design wind speeds, *V*, and shall be converted in accordance with Section 1609.3.1 to *allowable stress design* wind speeds, V_{asd}, when the provisions of the standards referenced in Exceptions 4 and 5 are used. The wind speed in the City of Reno, the City of Sparks, Douglas, and Washoe Counties shall be per the Special Wind Region Table 1609.3.2

Section 1609.1.1.1 Applicability

*Amend Section **1609.1.1.1** to read as follows:*

1609.1.1.1 Applicability. The provisions of ICC 600 are applicable only to buildings located within Exposure B or C as defined in section 1609.4. The wind speed in the Carson City, City of Reno, the City of Sparks, Douglas, Storey, Lyon and Washoe Counties shall be per the Special Wind Region Table 1609.3.2. The provisions of ICC 600, AWC WFCM and AISI S230 shall not apply to buildings sited on the upper half of an isolated hill, ridge, or escarpment meeting all of the following conditions:

1. The hill, ridge or escarpment is 60 feet (18288 mm) or higher if located in Exposure B or 30 feet (9144 mm) or higher if located in Exposure C.

2. The maximum average slope of the hill exceeds 10 percent.

3. The hill, ridge or escarpment is unobstructed upwind by other such topographic features for a distance from the high point of 50 times the height of the hill or 2 miles (3.22 km), whichever is greater.

Section 1609.3 Basic design wind speed

*Amend Section **1609.3** to read as follows*:

1609.3 Basic design wind speed. The *basic wind speed, V,* in mph, for the determination of the wind *loads* shall be determined by the Figures 1609.3(1) through 1609.3(4).

The *basic wind speed, V,* for use in the design of *Risk Category* I *buildings* and *structures* shall be obtained from Figure 1609.3(1).

The *basic wind speed, V,* for use in the design of *Risk Category* II *buildings* and *structures* shall be obtained from Figure 1609.3(2).

The *basic wind speed, V,* for use in the design of *Risk Category* III *buildings* and *structures* shall be obtained from Figure 1609.3(3).

The *basic wind speed, V,* for use in the design of *Risk Category* IV *buildings* and *structures* shall be obtained from Figure 1609.3(4).

Basic wind speed, V, for Hawaii, the US Virgin Islands and Puerto Rico shall be determined by using the ASCE Wind Design Geodatabase. The ASCE Wind Design Geodatabase is available at https://asce7hazardtool.online, or an approved equivalent. The *basic wind speed, V,* for the special wind regions indicated near mountainous terrain and near gorges shall be in accordance with local *jurisdiction* requirements.

The *basic wind speeds, V,* determined by the local *jurisdiction* shall be in accordance with Chapter 26 of ASCE 7.

In nonhurricane-prone regions, when the *basic wind speed, V,* is estimated form the regional climatic data, the *basic wind speed, V,* shall be determined in accordance with Chapter 26 of ASCE 7. No altitude density reduction shall be taken.

Table 1609.3.2 Special wind region defined: minimum basic wind speeds

*Add Table **1609.3.2** to read as follows:*

TABLE 1609.3.2
SPECIAL WIND REGION DEFINED:
MINIMUM BASIC WIND SPEEDS

For Carson City, City of Reno, City of Sparks, Douglas, Lyon, Storey and Washoe Counties the design wind speed values shall be:

Risk Category	Ultimate Wind Speed V_{ult} (mph)	V_{asd} Wind Speed 3-sec gust (mph)
I	110	85
II & 2024 IRC	120	93
III	130	101
IV	135	104

Table notes:

a) Air density corrections to design wind pressures are prohibited. The conversions from Vult to Vasd are based on Table 1609.3.1

Section 1704.2 Special inspections and tests

*Amend Section **1704.2** to read as follows:*

1704.2 Special inspections and tests. Where application is made to the *building official* for construction as specified in Section 105, the *owner* or the *owner's* authorized agent, other than the contractor, shall employ one or more *approved agencies* to provide *special inspections* and tests during construction on the types of work specified in Section 1705 and identify the *approved agencies* to the *building official*. These *special inspections* and tests are in addition to the inspections by the *building official* that are identified in Section 110.

Exceptions:

1. *Special inspections* and tests are not required for construction of a minor nature or as warranted by conditions in the *jurisdiction* as *approved* by the *building official*.

2. Unless otherwise required by the *building official*, *special inspections* and tests are not required for Group R-3 occupancies as applicable in section 101.2 and Group U occupancies that are accessory to a residential occupancy including, but not limited to, those listed in Section 312.1.

3. *Special inspections* and tests are not required for portions of *structures* designed and constructed in accordance with the cold-formed steel *light-frame construction* provisions of Section 2206.1.2 or the *conventional light-frame constructions* provisions of Section 2308.

4. The contractor is permitted to employ the *approved agencies* where the contractor is also the *owner*.

Section 1803.2 Investigations required

*Amend Section **1803.2** to read as follows:*

1803.2 Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5.

Exception: The *building official* ~~shall be permitted to waive the requirement for~~ need not require a geotechnical investigation where satisfactory data from adjacent areas is provided by a licensed design professional ~~available~~ that demonstrates an investigation is not necessary for any of the conditions in Sections 1803.5.1 through 1803.5.6 and Sections 1803.5.10 and 1803.5.11.

Section 1803.6 Reporting

*Amend Section **1803.6** to read as follows*:

1803.6 Reporting. Where geotechnical investigations are required, a written report of the investigations shall be submitted to the *building official* by the *permit* applicant at the time of *permit* application. This geotechnical report shall include, but need not be limited to, the following information:

1. A plot showing the location of the soil investigations.

2. A complete record of the soil boring and penetration test logs and soil samples.

3. A record of the soil profile.

4. Elevation of the water table, if encountered.

5. Recommendations for foundation type and design criteria, including but not limited to: bearing capacity of natural or compacted soil; provisions to mitigate the effects of expansive soils; mitigation of the effects of liquefaction, differential settlement, and varying soil strength; and the effects of adjacent *loads.*

6. Expected total and differential settlement.

7. *Deep foundation* information in accordance with Section 1803.5.5.

8. Special design and construction provisions for foundations of *structures* founded on expansive soils, as necessary.

9. Compacted fill material properties and testing in accordance with Section 1803.5.8.

10. *Controlled low-strength* material properties and testing in accordance with Section 1803.5.9.

11. Where required by Section 1803.5.11, investigation of liquefaction hazards shall be performed in accordance with “Guidelines for Evaluating Liquefaction Hazards in Nevada;” investigation of hazards associated with surface displacement due to faulting or seismically induced lateral spreading or lateral flow shall be performed in accordance with “Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada.”

Section 1807.2.1.1 Rockery retaining walls

*Add Section **1807.2.1.1** to Section **1807.2** to read as follows:*

1807.2.1.1 Rockery retaining walls: Rockery retaining walls or rockery soil stabilization walls shall be placed against cuts in native soils and shall not be subject to surcharges, such as building foundations, adjacent retaining structures, slopes, or vehicle surcharge. All loads adjacent to rockery walls shall be set back a minimum distance equal to the height of the wall. Set back distances shall be measured at the top of the wall from to the back of the wall and at the bottom of wall from the front of the wall. Rockery walls shall be embedded below the frost line. For sloping toe conditions, rockery walls shall be embedded to a depth sufficient achieve a minimum lateral distance in front of the foundation/base rock equal to the width of the base rock, but not less than 6 feet (1829 mm). Rockery walls over two feet in height shall be engineered and any wall over three feet in height shall have special inspection. No individual wall or tiered wall section shall exceed 6 feet (1829 mm) in height. Wall height is measured from the exposed ground surface at the bottom of the wall to the adjacent grade at the top of the wall. Rockery walls shall be analyzed for bearing, sliding, overturning resistance, and global stability. Sliding resistance shall be analyzed at the bottom of each rock level. The maximum coefficient of friction between the rocks in the wall shall be 0.5. Passive resistance at the toe of the wall shall be neglected. Rockery walls shall be designed for dynamic seismic lateral earth pressures due to the design earthquake ground motion. For seismic loading conditions and global stability analyses, the design earthquake ground motion shall be determined per Chapter 11 of ASCE-7. Rockery walls shall be in a continuous alignment without abrupt changes in direction. Termination, intersections, and radii shall be included in the engineering analysis. Drainage shall be provided behind all engineered rockery walls.

Design documents shall be stamped by an Engineer licensed in the State of Nevada and include all engineering calculations including inputs and results. Special inspection documents shall verify all of items listed below which the design engineer shall include on the construction documents:

1. Type and quality of rock
2. Unit weight, if design exceeds 155 pcf
3. Rock size in approximate diameter
4. Rock placement
5. Voids greater than 3 inches (76 mm) shall be filled
6. Wall drainage system (i.e. drainage rock and geosynthetic filter fabric)
7. Surface drainage
8. Embedment depth and width
9. Wall face slope (batter 6 vertical to one horizontal maximum)
10. Maintenance and service access.

Any rockery walls exceeding 6 feet (1829 mm) in height or varying from these design requirements, including backslopes, or constructed to support fill soils, shall require a variance and engineering review to include the following:

1. Suitability evaluation of other alternative wall types

2. 3rd party review
3. Full-time inspection

In no case, shall a single wall exceed 10 feet (3048 mm) in height. All fill placed behind a rockery wall shall be reinforced and designed to eliminate any loads acting upon the wall.

Section 1808.6.1 Foundations

*Amend Section **1808.6.1** to read as follows:*

1808.6.1 Foundations. Foundations placed on or within the active zone of expansive soils shall be designed to resist differential volume changes and to prevent structural damage to the supported *structure*. Deflection and racking of the supported *structure* shall be limited to that which will not interfere with the usability and serviceability of the *structure*. Foundations placed below where volume change occur or below expansive soil shall comply with the following provisions:

1. Foundations extending into or penetrating expansive soils shall be designed to prevent uplift of the supported structure.

2. Foundations penetrating expansive soils shall be designed to resist forces exerted on the foundation due to soil volume changes or shall be isolated from the expansive soil.

Post-tensioned slabs shall not be utilized in place of frost depth footing design unless super structure deflection and differential movement calculations are provided. The deflection calculations would need to show that the maximum combined frost and expansive soil heaving, as localized at slab edges, with resultant non-uniformly distributed deflections, as well as whole slab deflections would not result in super structure racking or excessive truss, roof or wall frame movement.

Section 1809.5 Frost protection

*Amend Section **1809.5** to read as follows:*

1809.5 Frost protection. Except where otherwise protected from frost, foundations and other permanent supports of *buildings* and *structures* shall be protected from frost by one or more of the following methods:

1. Extending below the frost line of the locality. Refer to 2024 Northern Nevada Amendments Appendix Table R301.2 for requirements of local authorities having jurisdiction.
2. Constructing in accordance with ASCE 32.
3. Erecting on solid rock.

Exception: Free-standing *buildings* meeting all of the following conditions shall not be required to be protected:

1. Assigned to *Risk Category* I.

2. Area of 600 square feet (56 m^2) or less for *light-frame construction* or 400 square feet (37 m^2) or less for other than *light-frame construction*.

3. Eave height of 10 feet (3048 mm) or less.

Shallow foundations shall not bear on frozen soil unless such frozen condition is of a permanent character.

Section [P] 2901.1 Scope

*Amend Section **[P] 2901.1** to read as follows:*

[P] 2901.1 Scope. The provisions of this chapter and the ~~*International Plumbing Code*~~ *Uniform Plumbing Code* shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in *buildings* and *structures* covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1209. ~~Private sewage disposal systems shall conform to the *International Private Sewage Disposal Code.*~~ The *International Fire Code,* the *International Property Maintenance Code* and the ~~*International Plumbing Code*~~ *Uniform Plumbing Code* shall govern the use and maintenance of plumbing components, appliances, equipment and systems. The *International Existing Building code* and the ~~*International Plumbing Code*~~ *Uniform Plumbing Code* shall govern the *alteration, repair,* relocation, replacement and addition of plumbing components, *appliances, equipment* and systems.

Section [P] 2902.1 Minimum number of fixtures

*Amend Section **[P] 2902.1** to read as follows:*

[P] 2902.1 Minimum number of fixtures. Plumbing fixtures shall be provided in the minimum number as shown in Table 2902.1 based on the actual use of the *building* or space. Uses not shown in Table 2902.1 shall be considered individually by the code official. The number of occupants shall be determined by this code. Suitable toilet facilities shall be provided and maintained in a sanitary condition for the use of workers during construction.

[P] Table 2902.1 Minimum number of required plumbing fixtures

*Amend [P] Table **2902.1** to read as follows:*

TABLE 2902.1 [P] TABLE 2902.1—MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 2902.1.1 and 2902.2)

NO.	CLASSIFICATION	DESCRIPTION	WATER CLOSETS[h] (URINALS: SEE SECTION 424.2)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN[g] (SEE SECTION 410)	OTHER
			MALE	FEMALE	MALE	FEMALE			
1	Assembly	Theaters and other buildings for the performing arts and motion pictures[d]	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
		Nightclubs, bars, taverns, dance halls and buildings for similar purposes[d]	1 per 40	1 per 40	1 per 75		—	1 per 500	1 service sink
		Restaurants, banquet halls and food courts[d]	1 per 75	1 per 75	1 per 200		—	1 per 500	1 service sink
		Casino gaming areas	1 per 100 for the first 400 and 1 per 250 for the remainder exceeding 400	1 per 50 for the first 400 and 1 per 150 for the remainder exceeding 400	1 per 250 for the first 750 and 1 per 500 for the remainder exceeding 750		—	1 per 1,000	1 service sink
		Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums[d]	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
		Passenger terminals and transportation facilities[d]	1 per 500	1 per 500	1 per 750		—	1 per 1,000	1 service sink
		Places of worship and other religious services[d]	1 per 150	1 per 75	1 per 200		—	1 per 1,000	1 service sink
		Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities[f]	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink
		Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities[f]	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink

2	Business	Buildings for the transaction of business, nonmedical professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	—	1 per 100	1 service sink[e]
		Ambulatory care facilities and outpatient clinics	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 50	—	1 per 100	1 service sink per floor
3	Educational	Educational facilities	1 per 50		1 per 50	—	1 per 100	1 service sink

TABLE 2902.1 [P] TABLE 2902.1—MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 2902.1.1 and 2902.2)—continued

NO.	CLASSIFICATION	DESCRIPTION		WATER CLOSETS[h] (URINALS: SEE SECTION 424.2)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN[g] (SEE SECTION 410)	OTHER
				MALE	FEMALE	MALE	FEMALE			
4	Factory and industrial	Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials		1 per 100		1 per 100		—	1 per 400	1 service sink
5	Institutional	Alcohol and drug centers[b] Congregate care facilities[b] Group homes[b] Halfway houses[b] Social rehabilitation facilities[b] Foster care facilities[b]		1 per 10 care recipients		1 per 10 care recipients		1 per 8 care recipients	—	—
		Assisted living and residential board and care facilities with care recipients who receive custodial care	Sleeping units for care recipient[c]	1 per 2 sleeping units		1 per 2 sleeping units		1 per 8 sleeping units		
			Dwelling units for care recipients	1 per dwelling unit		1 per dwelling unit		1 per dwelling unit	—	1 kitchen sink per dwelling unit
			Employee facilities	1 per 60 care recipient units		1 per 60 care recipient units		—	1 per 100	1 service sink per floor
			Visitor facilities	1 per 75 care recipient units.		1 per 75 care recipient units		—	—	—
		Nursing homes[b]	Sleeping units for care recipients[c]	1 per 2 care recipient sleeping units		1 per 2 care recipient sleeping units		1 per 8 care recipient sleeping units	—	—
			Employee facilities	1 per 60 care recipient units		1 per 60 care recipient sleeping units		—	1 per 100	1 service sink per floor
			Visitor facilities	1 per 75 care recipient units		1 per 75 care recipient sleeping rooms		—	—	—

TABLE 2902.1 [P] TABLE 2902.1—MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a] (See Sections 2902.1.1 and 2902.2)—continued

NO.	CLASSIFICATION	DESCRIPTION		WATER CLOSETS[h] (URINALS: SEE SECTION 424.2)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN[g] (SEE SECTION 410)	OTHER
				MALE	FEMALE	MALE	FEMALE			
5	Institutional - continued	Hospitals[b]	Sleeping units for care recipients	1 per care recipient sleeping unit		1 per care recipient sleeping unit		1 per 100 care recipient sleeping units		—
			Care recipient treatment areas	1 per 25 care recipient treatment rooms		1 per 50 care recipient treatment rooms		—	1 per 100	—
			Employee facilities	1 per 25 care recipient sleeping units or treatment room	1 per 25 care recipient sleeping units or treatment room	1 per 50 care recipient sleeping room or treatment room		—	1 per 100	1 service sink per floor
			Visitor facilities	1 per 75 care recipient sleeping units or treatment room	1 per 75 care recipient sleeping units or treatment room	1 per 50 care recipient sleeping room or treatment room		—	1 per 500	—
		Prisons[b]		1 per cell		1 per cell		1 per 15	1 per 100	1 service sink
		Reformatorie, detention centers and correctional centers[b]	Cells	1 per 15		1 per 15		1 per 15	1 per 100	1 service sink
			Congregate Living Facilities	1 per 15		1 per 15		1 per 15	1 per 100	1 service sink
			Employees	1 per 25		1 per 35		—	1 per 100	—
		Adult day care and child day care		1 per 15		1 per 15		1	1 per 100	1 service sink
6	Mercantile	Retail stores, service stations, shops, salesrooms, markets and shopping centers		1 per 500		1 per 750		—	1 per 1,000	1 service sink[e]
7	Residential	Hotels, motels, boarding houses (transient)		1 per dwelling or sleeping unit		1 per dwelling or sleeping unit		1 per dwelling or sleeping unit	—	1 service sink
		Dormitories, fraternities, sororities and boarding houses (not transient)		1 per 10		1 per 10		1 per 8	1 per 100	1 service sink

TABLE 2902.1 [P] TABLE 2902.1—MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]

(See Sections 2902.1.1 and 2902.2)—continued

NO.	CLASSIFICATION	DESCRIPTION	WATER CLOSETS[h] (URINALS: SEE SECTION 424.2)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN[g] (SEE SECTION 410)	OTHER
			MALE	FEMALE	MALE	FEMALE			
7	Residential—continued	Apartment house	1 per dwelling unit or sleeping unit		1 per dwelling unit or sleeping unit		1 per dwelling unit or sleeping unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units
		Congregate living facilities with 16 or fewer care recipients receiving custodial care	1 per 10		1 per 10		1 per 8		1 kitchen sink
		One- and two-family dwellings and lodging houses with five or fewer guestrooms	1 per dwelling unit		1 per dwelling unit		1 per dwelling unit	—	1kitchen sink per dwelling unit; 1 automatic clothes washer connection per dwelling unit
8	Storage	Structures for the storage of goods, warehouses, storehouse and freight depots. Low and Moderate Hazard.	1 per 100		1 per 100		—	1 per 1,000	1 service sink

a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code.
b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.
c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted, provided that each patient sleeping unit has direct access to the toilet room and provisions for privacy for the toilet room user are provided.
d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
e. For business and mercantile classifications with an occupant load of ~~15~~ 30 or fewer, a service sink shall not be required.
f. The required number and type of plumbing fixtures for indoor and outdoor swimming pools shall be in accordance with Section 609 of the *International Swimming Pool and Spa Code*.
g. The minimum number of required drinking fountains shall comply with Table 2902.1 and Chapter 11. Drinking fountains are not required for an occupant load of 30 or fewer.
h. In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies.

Section [P] 2902.2 Separated facilities

Amend Section [P] 2909.2 to read as follows:

[P] 2902.2 Separate facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. Separate toilet *facilities* shall not be required for *dwelling units* and *sleeping units*.

2. Separate toilet *facilities* shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of ~~15~~ 20 or fewer.

3. Separate toilet *facilities* shall not be required in mercantile occupancies in which the maximum *occupant load* is 100 or fewer.

4. Separate toilet *facilities* shall not be required in business occupancies in which the maximum *occupant load* is 25 or fewer.

5. Separate toilet facilities shall not be required to be designated by sex where single-user toilet rooms are provided in accordance with Section 2902.1.2.

6. Separate toilet *facilities* shall not be required where rooms having both water closets and lavatory fixtures are designed for use by all *persons* regardless of sex and privacy is provided for water closets in accordance with Section 405.3.4 of the ~~*International Plumbing Code*~~ *Uniform Plumbing Code* and for urinals in accordance with Section 422.2 of the ~~*International Plumbing Code*~~ *Uniform Plumbing Code*.

Section 3102.7 Engineering design

*Amend Section **3102.7** to read as follows:*

3102.7 Engineering design. The *structure* shall be designed and constructed to sustain *dead loads; loads* due to tension or inflation; *live loads* including wind, snow or *flood* and seismic loads and in accordance with Chapter 16.

Exception: Membrane structures intended to be in place for 30 days or less may be engineered to risk category I loads provided the installation and use are per the manufacturer's recommendations.

Section I105.2 Footings

*Amend Section **I105.2** to read as follows:*

I105.2 Footings. ~~In areas with a frost depth of zero, a~~ An unenclosed *patio cover* that projects 14 feet (1220 mm) or less from the main structure shall be permitted to be supported on a concrete slab on grade without footing, provided that the slab conforms to the provisions of Chapter 19 of this code and is not less than 3½ inches (89 mm) thick, and the columns do not support *loads* in excess of 750 pounds (3.36 kN) per column.

Section 301.5 Baby changing tables

*Add Section **301.5** to Section **301** to read as follows:*

301.5 Baby changing tables. Diaper changing tables are required to be installed in both male, female and other restrooms, in permanent buildings that contain public restrooms as defined in Chapter 29 of the 2024 IBC. Changing tables are required when any of the following occur: new buildings, tenant improvements, new restrooms, alteration of existing restrooms, new additions, change of uses that require updating existing restrooms with additions to those facilities. Shall meet the guidelines of 603.5, 309 and 902 of ANSI/ICC A117.1-2017.

Exceptions: A building or facility that does not have public restrooms or has been issued a permit or license which restricts the admission of children on the basis of age, shall be exempt from this requirement.

Section 902.1 High-rise buildings

*Amend Section **902.1** to read as follows:*

902.1 High-rise buildings. Any building having occupied floors more than ~~75~~ 55 feet (~~22,860~~ 16,764 mm) above the lowest level of fire department vehicle access shall comply with the requirements of Sections 902.1.1 and 902.1.2.

International Energy Conservation Code (IECC)

COMMERCIAL PROVISIONS

Section C104.1.1 Above code programs

*Amend Section **C104.1.1** to read as follows:*

Section C104.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program as exceeding the energy efficiency required by this code. Programs seeking approval must submit all requested supporting documentation, including program guidelines, protocols, calculations and program simulation performance software to the authority having jurisdiction for review for use as an acceptable program. Buildings *approved* in writing by such an energy efficiency shall be considered to be in compliance with this code. The requirements identified in Table C407.2(1) shall be met.

Section C201.3 Terms defined in other codes

*Amend Section **C201.3** to read as follows:*

C201.3 Terms defined in other codes. Terms that are not defined in this code but are defined in the *International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Uniform Mechanical Code, ~~International Plumbing Code~~, Uniform Plumbing Code, or the International Residential Code* shall have the meanings ascribed to them in those codes.

Section C202 General Definitions

*Amend Section **C202** by adding the following definitions to read as follows:*

CASINO. A structure that houses a business with a Non-Restricted Gaming License from the Nevada Gaming Commission and State Gaming Control Board. It includes the gaming area(s) as well as the adjacent area(s) within the building envelope.

CASINO GAMING AREA. The space within a *casino* wherein gaming is conducted. The gaming area shall also include accessory uses within the same room(s) as, or substantially open to the gaming floor(s). Such areas shall include, but not be limited to lobbies, balconies, public circulation areas, assembly areas, restaurants, bars, lounges, food courts, retail spaces, mezzanines, convention pre-function areas, cashiers' cages, players' clubs, customer support, conservatories and promenades that share the same atmosphere, spillover lighting and theme lighting with the adjacent gaming floor area. For accessory areas situated on the perimeter of the gaming floor to be considered substantially open, the walls(s) or partitions(s) separating an

accessory space from the gaming area must be a minimum of 50% open, as measured from the interior side of the accessory space, with no doors, windows and other obstructions, other than roll up security grills, installed within the opening.

Section C402.1.5 Rooms containing fuel-burning appliances.

*Amend Section **C402.1.5** to read as follows:*

C402.1.5 Rooms containing fuel-burning appliances. In Climate Zones 3 through 8, where combustion air is supplied through openings in an *exterior wall* to a room or space containing a space-conditioning fuel-burning appliance, one of the following shall apply:

1. The room or space containing the appliance shall be located outside of the *building thermal envelope*.
2. The room or space containing the appliance shall be enclosed and isolated from *conditioned spaces* inside of the *building thermal envelope*. Such rooms shall comply with all of the following:
    2.1 The walls, floors and ceilings that separate the enclosed room or space from *conditioned spaces* shall be insulated to be not less than equivalent to the insulation requirement of *below-grade walls* as specified in Table C402.1.3 or Table C402.1.2.
    2.2 The walls, floors and ceilings that separate the enclosed room or space from *conditioned spaces* shall be sealed in accordance with Section C402.6.1.2.
    2.3 The doors into the enclosed room or space shall be fully gasketed.
    2.4 Piping serving as part of a heating or cooling system and *ducts* in the enclosed room or space shall be insulated in accordance with Section C403. Service water piping shall be insulated in accordance with Section C404.
    2.5 Where an air *duct* supplying combustion air to the enclosed room or space passes through *conditioned space*, the duct shall be insulated to an *R-value* of not less than R-8.

Exception: Fireplaces and stoves complying with Sections 901 through 905 of the *International Mechanical Code*, Sections 911, 912, 913 of the *Uniform Mechanical Code*, and Section 2111.14 of the *International Building Code*.

Section C402.6.8 Air curtains

*Add Section **402.6.8** to Section **402.6** to read as follows:*

C402.6.8 Air curtains. Where doorway, passageway or pass-thru openings in the building thermal envelope area intended to be normally opened to the exterior environment, an approved air curtain tested in accordance with ANSI/AMCA 220-21 shall be used to separate conditioned air from the exterior.

Section C403.2.2 Ventilation

*Amend Section **C403.2.2** to read as follows:*

C403.2.2 Ventilation. *Ventilation*, either natural or mechanical, shall be provided in accordance with Chapter 4 of the *International Mechanical Code* *or Uniform Mechanical Code*. Where mechanical ventilation is provided, the system shall provide the capability to reduce the outdoor air supply to the minimum required by Chapter 4 of the *International Mechanical Code* or *Uniform Mechanical Code*.

Section C403.6.1 Variable air volume and multiple-zone systems

*Amend Section **C403.6.1** to read as follows:*

C403.6.1 Variable air volume and multiple-zone systems. Supply air systems serving multiple *zones* shall be variable air volume (VAV) systems that have *zone* controls configured to reduce the volume of air that is reheated, re-cooled or mixed in each *zone* to one of the following:

1. Thirty percent of the *zone* design peak supply for systems with *direct digital control* (DDC).
2. Systems with DDC where all of the following apply:
   - 2.1 The airflow rate in the deadband between heating and cooling does not exceed the highest of the allowed rates under items 3, 4, 5, or 6 of this section.
   - 2.2 The first stage of heating modulates the *zone* supply air temperature setpoint up to a maximum setpoint while the airflow is maintained at the deadband flow rate.
   - 2.3 The second stage of heating modulates the airflow rate from the deadband flow rate up to the heating maximum flow rate that is less than 50 percent of the *zone* design peak supply rate.
3. The outdoor airflow rate required to meet the minimum *ventilation* requirements of Chapter 4 of the *International Mechanical Code* *or Uniform Mechanical Code*.
4. The minimum primary airflow rate required to meet the Simplified Procedure *ventilation* requirements of ASHRAE 62.1 for the zone and is permitted to be the average airflow rate as allowed by ASHRAE 62.1.
5. Any higher rate that can be demonstrated to reduce overall system annual energy use by offsetting reheat/recool energy losses through a reduction in outdoor air intake for the system as *approved* by the *code official*.
6. The airflow rate required to comply with applicable codes or accreditation standards such as pressure relationships or minimum air change rates.

Exception: The following individual *zones* or entire air distribution systems are exempted are from the requirement for VAV control:

1. *Zones* or supply air systems where not less than 75 percent of the energy for reheating or for providing warm air in mixing systems is provided from a site-recovered, including condenser heat, or site-solar energy source.

2. Systems that prevent reheating, recooling, mixing or simultaneous supply of air that has been previously cooled, either mechanically or through the use of economizer systems, and air that has been previously mechanically heated.

Section C403.6.6 Multiple-zone VAV system ventilation optimization control

*Amend Section **C403.6.6** to read as follows:*

C403.6.6 Multiple-zone VAV system ventilation optimization control. Multiple-zone VAV systems with *direct digital control* of individual *zone* boxes reporting to a central control panel shall have *automatic* controls configured to reduce outdoor air intake flow below design rates in response to changes in system *ventilation* efficiency (E_V) as defined by the *International Mechanical Code* or *Uniform Mechanical Code*.

Exceptions:

1. VAV systems with zonal transfer fans that recirculate air from other *zones* without directly mixing it with outdoor air, dual-duct dual-fan VAV systems, and VAV systems with fan-powered terminal units.
2. Systems where total design exhaust airflow is more than 70 percent of the total design outdoor air intake flow requirements.

Section C403.7.1 Demand control ventilation

*Amend Section **C403.7.1** to read as follows:*

C403.7.1 Demand control ventilation. Demand control ventilation (DCV) shall be provided for the following:

1. Spaces with *ventilation* provided by single-zone systems where an air-side economizer is provided in accordance with Section C403.5.
2. Spaces larger than 250 square feet (23 m^2) in Climate Zones 5A, 6, 7, and 8 and spaces larger than 500 square feet (46.5 m^2) in other *climate zones* that have a design occupant load of 15 people or greater per 1,000 square feet (93 m^2) of floor area, as established in Table 403.3.1.1 of the *International Mechanical Code* or Table 402.1 of the *Uniform Mechanical Code*, and are served by systems with one or more of the following:
   2.1. An air-side economizer.
   2.2. *Automatic* modulating control of the outdoor air damper.
   2.3. A design outdoor airflow greater than 3,000 cfm (1416 L/s).

Exceptions:

1. Spaces served by systems with energy recovery in accordance with Section C403.7.4.2 and that have a floor area less than:
   1.1. 6,000 square feet (557 m^2) in Climate Zone 3C.
   1.2. 2,000 square feet (186 m^2) in Climate Zones 1A, 3B and 4B.
   1.3. 1,000 square feet (93 m^2) in Climate Zones 2A, 2B, 3A, 4A, 4C, 5 and 6.

1.4. 400 square feet (37 m^2) in Climate Zones 7 and 8.

2. Multiple-zone systems without *direct digital control* of individual zones communicating with a central control panel.
3. Spaces served by multiple-zone systems with a design outdoor airflow less than 750 cfm (354 L/s)
4. Spaces where more than 75 percent of the space design outdoor airflow is required for makeup air that is exhausted from the space or transfer air that is required for makeup air that is exhausted from other spaces.
5. Spaces with one of the following occupancy classifications as defined in Table 403.3.1.1 of the *International Mechanical Code* or Table 402.1 of the *Uniform Mechanical Code*: correctional cells, education laboratories, barber, beauty and nail salons, and bowling alley seating areas.
6. Spaces where the r*egistered design professional* demonstrates an engineered ventilation system design that:

   6.1. Prevents the maximum concentration of contaminants from being more than that obtainable by the required rate of outdoor air *ventilation*.

   6.2. Allows the required minimum design rate of outdoor air to be reduced by not less than 15 percent.

Section C403.7.2 Parking garage ventilation controls

*Amend Section **C403.7.2** to read as follows:*

C403.7.2 Parking garage ventilation controls. Ventilation systems employed in enclosed parking garages shall comply with Section 404.1 of the *International Mechanical Code* or Section 403.7 of the *Uniform Mechanical Code* and the following:

1. Separate ventilation systems and control systems shall be provided for each *parking garage* section.
2. Control systems for each *parking garage* section shall be capable of and configured to reduce fan airflow to not less than 0.05 cfm per square foot [0.00025 $m^3/(s \times m^2)$] of the floor area served and not more than 20 percent of the design capacity.
3. The ventilation system for each *parking garage section* shall have controls and devices that result in fan motor demand of not more than 30 percent of design wattage at 50 percent of the design airflow.

Exception: Garage ventilation systems serving a single *parking garage section* having a total ventilation system motor *nameplate horsepower* (ventilation system motor nameplate kilowatt) not exceeding 5 hp (3.7 kW) at fan system design conditions and where the *parking garage* section has no mechanical cooling or mechanical heating.

Nothing in this section shall be construed to require more than one *parking garage section* in any parking structure.

Section C403.7.4.2 Spaces other than nontransient dwelling units

*Amend Section **C403.7.4.2** to read as follows:*

C403.7.4.2 Spaces other than nontransient dwelling units. Where the supply airflow rate of a *fan system* serving a space other than a nontransient dwelling unit exceeds the values specified in Tables C403.7.4.2(1) and C403.7.4.2(2), the system shall include an energy recovery system. The energy recovery system shall provide an *enthalpy recovery* ratio of not less than 50 percent at design conditions. Where an *air economizer* is required, the energy recovery system shall include a bypass or controls that permit operation of the economizer as required by Section C403.5.

Exception: An *energy recovery ventilation system* shall not be required in any of the following conditions:

1. Where energy recovery systems are prohibited by the *International Mechanical Code* or *Uniform Mechanical Code*.
2. Laboratory fume hood systems that include not fewer than one of the following features:
   2.1. Variable-air-volume hood exhaust and room supply systems configured to reduce exhaust and makeup air volume to 50 percent or less of design values.
   2.2. Direct makeup (auxiliary) air supply equal to or greater than 75 percent of the exhaust rate, heated not warmer than 2°F (1.1°C) above room setpoint, cooled to not cooler than 3°F (1.7°C) below room setpoint, with no humidification added, and no simultaneous heating and cooling used for dehumidification control.
3. Systems serving spaces that are heated to less than 60°F (15.5°C) and that are not cooled.
4. Heating energy recovery where more than 60 percent of the outdoor heating energy is provided from site-recovered or site-solar energy in Climate Zones 5 through 8.
5. *Enthalpy recovery ratio* requirements at heating design condition in Climate Zones 0, 1 and 2.
6. *Enthalpy recovery ratio* requirements at cooling design condition in Climate Zones 3C, 4C, 5B, 5C, 6B, 7 and 8.
7. Systems in Climate Zones 0 through 4 requiring dehumidification that employ series energy recovery ~~land~~ and have a minimum ~~SERR~~ SEER of 0.40.
8. Where the largest source of air exhausted at a single location at the *building* exterior is less than 75 percent of the design outdoor airflow rate.
9. Systems expected to operate less than 20 hours per week at the *outdoor air* percentage covered by Table C403.7.4.2(1).
10. Systems exhausting toxic, flammable, paint or corrosive fumes or dust.
11. Commercial kitchen hoods used for collecting and removing grease vapors and smoke.

Section C403.7.7 Shutoff dampers

*Amend Section **C403.7.7** to read as follows:*

C403.7.7 Shutoff dampers. Outdoor air intake and exhaust openings and stairway and shaft vents shall be provided with Class I motorized dampers. The dampers shall have an *air leakage* rate not greater than 4 cfm/ft^2(20.3 L/s x m^2) of damper surface area at 1.0 inch water gauge (249 Pa) and shall be *labeled* by an *approved agency* when tested in accordance with AMCA 500D for such purpose.

Outdoor air intake and exhaust dampers shall be installed with *automatic* controls configured to close when the systems or spaces served are not in use or during unoccupied period warm-up and setback operation, unless the systems served require outdoor or exhaust air in accordance with the *International Mechanical Code* or *Uniform Mechanical Code* or the dampers are opened to provide intentional economizer cooling.

Stairway and elevator shaft vent dampers shall be installed with *automatic* controls configured to open upon the activation of any fire alarm initiating device of the *building's* fire alarm system, the interruption of power to the damper, or by thermostatic control systems.

Exception: Nonmotorized gravity dampers shall be an alternative to motorized dampers for exhaust and relief openings as follows:

1. In *buildings* less than three stories in height above grade plane.
2. In *buildings* of any height located in Climate Zones 0, 1, 2 or 3.
3. Where the design exhaust capacity is not greater than 300 cfm (142 L/s).

Nonmotorized gravity dampers shall have an *air leakage* rate not greater than 20 cfm/ft^2(101.6 L/s × m^2) where not less than 24 inches (610 mm) in either dimension and 40 cfm/ft^2(203.2 L/s × m^2) where less than 24 inches (610 mm) in either dimension. The rate of *air leakage* shall be determined at 1.0 inch water gauge (249 Pa) when tested in accordance with AMCA 500D for such purpose. The dampers shall be *labeled* by an *approved agency*.

Section C403.13.1 Duct and plenum insulation and sealing

*Amend Section **C403.13.1** to read as follows:*

C403.13.1 Duct and plenum insulation and sealing. Supply and return air *ducts* and plenums shall be insulated with not less than R-6 insulation where located in unconditioned spaces and where located outside the *building* with not less than R-8 insulation in Climate Zones 0 through 4 and not less than R-12 insulation in Climate Zones 5 through 8. *Ducts* located underground beneath *buildings* shall be insulated as required in this section or have an equivalent *thermal distribution efficiency*. Underground *ducts* utilizing the *thermal distribution efficiency* method shall be *listed* and *labeled* to indicate the *R-value* equivalency. Where located within a *building thermal envelope* assembly, the *duct* or plenum shall be separated from the *building* exterior or unconditioned or exempt spaces by not less than R-8 insulation in Climate Zones 0 through 4 and not less than R-12 insulation in Climate Zones 5 through 8.

Exceptions:

1. Where located within equipment.
2. Where the design temperature difference between the interior and exterior of the *duct* or plenum is not greater than 15°F (8°C).

Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with Section 603.9 of the *International Mechanical Code* or Sections 603.9 and 603.10 of the *Uniform Mechanical Code*.

Section C403.13.2.1 Low-pressure duct systems

*Amend Section **C403.13.2.1** to read as follows:*

C403.13.2.1 Low-pressure duct systems. Longitudinal and transverse joints, seams and connections of supply and return *ducts* operating at a static pressure less than or equal to 2 inches water gauge (w.g.) (498 Pa) shall be securely fastened and sealed with welds, gaskets, mastics (adhesives), mastic-plus-embedded-fabric systems or tapes installed in accordance with the manufacturer's instructions. Pressure classifications specific to the *duct system* shall be clearly indicated on the *construction documents* in accordance with the *International Mechanical Code* or *Uniform Mechanical Code*.

Exception: Locking-type longitudinal joints and seams, other than the snap-lock and button-lock types, need not be sealed as specified in this section.

Section C403.13.2.2 Medium-pressure duct systems

*Amend Section **C403.13.2.2** to read as follows*:

C403.13.2.2 Medium-pressure duct systems. *Ducts* and plenums designed to operate at a static pressure greater than 2 inches water gauge (w.g.) (498 Pa) but less than 3 inches w.g. (747 Pa) shall be insulated and sealed in accordance with Section C403.13.1. Pressure classifications specific to the *duct system* shall be clearly indicated on the *construction documents* in accordance with the *International Mechanical Code* or *Uniform Mechanical Code*.

Section C405.13 Energy monitoring

*Amend Section **C405.13** to read as follows*:

C405.13 Energy monitoring. ~~New *buildings* with a gross *conditioned floor area* of not less than 10,000 square feet (929m^2) shall be equipped to measure, monitor, record and report energy consumption in accordance with Sections C405.13.1 through C405.13.6 for load categories indicated in Table C405.13.2 and Sections C405.13.7 through C405.13.11 for end-use categories indicated in Table C405.13.8.~~ Electrical systems shall be disaggregated as per the end-use categories per Section C405.13.2. A data acquisition system required by Section C405.13.4 and a Graphical energy report required by Section C405.13.5 are not mandatory.

Exceptions:

1. *Dwelling units* in R-2 occupancies.

2. Individual tenant spaces are ~~not~~ required to disaggregate as per the end-use categories per Section C405.13.2 End-use electric metering categories. ~~to comply with this section provided that the space has its own utility services and meters and has less than 5,000 square feet (464.5m^2) of conditioned floor area.~~

Section C405.15 Renewable energy systems

*Amend Section **C405.15** to read as follows:*

C405.15 Renewable energy systems. *Buildings* designed with renewable energy systems and built in Climate Zones 0 through 7 shall comply with Sections C405.15.1 through C405.15.4.

C405.15.1 On-site renewable energy systems. *Buildings* shall be provided with on-site renewable electricity generation systems with a direct current (DC) nameplate power rating of not less than 0.75 watts per square foot (8.1 W/m^2) multiplied by the sum of the *gross conditioned floor* area of all floors, not to exceed the combined g*ross conditioned floor* area of the three largest floors.

Exceptions: The following *buildings* or building sites shall comply with Section C405.15.2:

1. A *building site* located where an unshaded flat plate collector oriented toward the equator and tilted at an angle from horizontal equal to the latitude receives an annual daily average incident solar radiation less than 1.1 kBtu/ft^2 per day (3.5 kWh/m^2/day).

2. A *building* where more than 80 percent of the roof area is covered by any combination of permanent obstructions such as, but not limited to, mechanical equipment, vegetated space, access pathways or occupied roof terrace.

3. Any *building* where more than 50 percent of the roof area is shaded from direct-beam sunlight by natural objects or by structures that are not part of the *building* for more than 2,500 annual hours between 8:00 a.m. and 4:00 p.m.

4. A *building* with gross *conditioned floor area* less than 5,000 square feet (465 m^2).

Section C406.2.2.5 H05 Dedicated outdoor air system

*Amend Section **C406.2.2.5 H05** to read as follows:*

C406.2.2.5 H05 Dedicated outdoor air system. Credits for this measure are allowed only where single-*zone* HVAC units are not required to have multispeed or variable-speed fan control in accordance with Section C403.8.6.1. HVAC controls and ventilation systems shall include all of the following:

1. *Zone* controls shall cycle the heating/cooling unit fans off when not providing required heating and cooling or shalllimit fan power to 0.12 watts/cfm (0.056 w/l/s) of *zone* supply air.
2. Outdoor air shall be supplied by an independent ventilation system designed to provide not more than 130 percent of the minimum outdoor air to each individual occupied *zone*, as specified by the *International Mechanical Code* or *Uniform Mechanical Code.*

   Exception: Outdoor airflow is permitted to increase during emergency or economizer operation, implemented as described in Item 4.

3. The ventilation system shall have energy recovery with an *enthalpy recovery ratio* of 65 percent or more at heating design conditions in Climate Zones 3 through 8 and an *enthalpy recovery ratio* of 65 percent or more at cooling design conditions in Climate Zones 0, 1, 2, 3A, 3B, 4A, 4B, 5A and 6A. In “A” *climate zones*, energy recovery shall include latent recovery. Where no humidification is provided, heating energy recovery effectiveness is permitted to be based on *sensible energy recovery ratio*. Where energy recovery effectiveness is less than the 65 percent required for full credit, adjust the credits from Section C406.2 by the factors in Table C406.2.2.5.
4. Where the ventilation system serves multiple *zones* and the system is not in a latent recovery outside air dehumidification mode, partial economizer cooling through an outdoor air bypass or wheel speed control shall automatically do one of the following:

   4.1. Set the energy recovery leaving-air temperature 55°F (13°C) or 100 percent outdoor air bypass when a majority of *zones* require cooling and outdoor air temperature is below 70°F (21°C).

   4.2. The HVAC ventilation system shall include supply-air temperature controls that automatically reset the supply-air temperature in response to representative *building* loads, or to outdoor air temperatures. The controls shall reset the supply-air temperature not less than 25 percent of the difference between the design supply-air temperature and the design room-air temperature.

5. Ventilation systems providing mechanical dehumidification shall use recovered energy for reheat within the limits of Item 4. This shall not limit the use of latent energy recovery for dehumidification.

Where only a portion of the *building* is permitted to be served by constant air volume units or the *enthalpy recovery ratio* or *sensible energy recovery ratio* is less than 65 percent, the base energy credits shown in Section C406.2 shall be prorated as follows:

Equation 4-18 $EC_{DOA}S = EC_{BASE} \times FLOOR_{CAV} \times ERE_{ADJ}$

where:

EC_{DOAS} = Energy credits achieved for H05.

EC_{BASE} = H05 base energy credits in Section C406.2.

$FLOOR_{CAV}$ = Fraction of whole-project gross conditioned floor area not required to have variable-speed or multi-speed

fan airflow control in accordance with Section C403.8.6.

ERE_{adj} = The energy recovery adjustment from Table C406.2.2.5 based on the lower of actual cooling or heating enthalpy recovery ratio or sensible energy recovery ratio where required for the climate zone. Where recovery ratios vary, use a weighted average by supply airflow.

Section C501.2 Compliance

*Amend Section **C501.2** to read as follows:*

C501.2 Compliance. *Additions, alterations, repairs*, and changes of occupancy to, or relocation of, existing *buildings* and structures shall comply with Sections C502, C503, C504 and C505 of this code, as applicable, and with the provisions for *alterations, repairs, additions* and changes of occupancy or relocation, respectively, in the *International Building Code*, *International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Uniform Mechanical Code, ~~International Plumbing Code~~, Uniform Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code* and NFPA 70. Changes where unconditioned space is changed to conditioned space shall comply with Section C502.

Exception: *Additions, alterations, repairs* or changes of occupancy complying with ANSI/ASHRAE/IES 90.1.

Section R104.1.1 Above code programs

*Amend **R104.1.1** to read as follows:*

R104.1.1 Above code programs. The *code official* or other AHJ shall be permitted to deem a national, state or local energy-efficiency program to exceed the energy efficiency required by this code. Programs seeking approval must submit all requested supporting documentation, including program guidelines, protocols, calculations and program simulation performance software, if applicable, to the NNICC and/or the authority having jurisdiction for review for use as an acceptable program. *Buildings approved* in writing by such an energy-efficiency program shall be considered to be in compliance with this code where such buildings also meet the requirements identified in Table R405.2 and the proposed total *building thermal envelope* thermal conductance (TC) shall be less than or equal to the total *building thermal envelope* TC using the prescriptive *U*-factors and *F*-factors from Table R402.1.2 multiplied by 1.08 in Climate Zones 0, 1 and 2, and by 1.15 in Climate Zones 3 through 8, in accordance with Equation 1-1. The area-weighted *maximum fenestration solar heat gain coefficients* (SHGC) permitted in Climate Zones 0 through 3 shall be 0.30.

Section R401.3 Certificate

*Amend **R401.3** to read as follows:*

R401.3 Certificate. The Builder shall provide a final certificate to the owner. ~~A permanent certificate shall be completed by the builder or other *approved* party and posted on a wall in the space where the furnace is located, a utility room or an *approved* location inside the *building*. Where located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect *label* or other required labels~~. The certificate shall indicate the following:

1. The predominant *R*-values of insulation installed in or on ceilings, roofs, walls, foundation components such as slabs, *basement walls, crawl space walls* and floors and *ducts* outside *conditioned* spaces.
2. *U*-factors of *fenestration* ~~and the *solar heat gain coefficient*(SHGC) of *fenestration*~~. Where there is more than one value for any component of the *building thermal envelope*, the certificate shall indicate both the value covering the largest area and the area weighted average value if available.
3. The results from any required *duct system* and *building thermal envelope* air leakage testing performed on the *building*.
4. The types, sizes and efficiencies of heating, cooling and service water-heating equipment. ~~Where a gas-fired unvented room heater, electric furnace or baseboard electric heater is installed in the residence, the certificate shall indicate "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be~~

~~indicated for gas-fired unvented room heaters, electric furnaces and electric baseboard heaters.~~

5. Where on-site photovoltaic panel systems have been installed, the array capacity, inverter efficiency, panel tilt and orientation shall be noted on the certificate.
6. For *buildings* where an *Energy Rating Index* score is determined in accordance with Section R406, the *Energy Rating Index* score, both with and without any on-site generation, shall be listed on the certificate.
7. The code edition under which the structure was permitted, the compliance path used and, where applicable, the additional efficiency measures selected for compliance with Section R408.
8. The location and dimensions of a *solar-ready zone* where one is provided.

Section R402.5.1.2.1 Unit sampling

*Delete Section **R402.5.1.2.1:***

~~**R402.5.1.2.1 Unit sampling.** For *buildings* with eight or more *dwelling units* or *sleeping units*, seven or 20 percent of the *dwelling units* or *sleeping units*, whichever is greater, shall be tested. Tested units shall include a top-floor unit, a ground-floor unit, a middle-floor unit and the *dwelling unit* or *sleeping unit* with the largest *testing unit enclosure area*. Where the air leakage rate of a tested unit is greater than the maximum permitted rate, corrective actions shall be taken and the unit retested until it passes. For each tested *dwelling unit* or *sleeping unit* with an air leakage rate greater than the maximum permitted rate, three additional units, including the corrected unit, shall be tested. Where *buildings* have fewer than eight *dwelling units* or *sleeping units*, each unit shall be tested.~~

Section R402.5.1.3 Maximum air leakage rate

*Amend Section **R402.5.1.3** to read as follows:*

R402.5.1.3 Maximum air leakage rate. Where tested in accordance with Section R402.5.1.2, the air leakage rate for *buildings*, *dwelling units* or *sleeping units* shall be as follows:

1. Where complying with Section R401.2.1, the *building* or the *dwelling units* or *sleeping units* in the *building* shall have an air leakage rate not greater than ~~4.0~~ 5.0 air changes per hour ~~in Climate Zones 0, 1 and 2; 3.0 air changes per hour in Climate Zones 3 through 5; and 2.5 air changes per hour in Climate Zones 6 through 8.~~
2. Where complying with Section R401.2.2 or R401.2.3, the *building* or the *dwelling units* or *sleeping units* in the *building* shall have an air leakage rate not greater than ~~4.0~~ 5.0 air changes per hour, or 0.22 cubic feet per minute per square foot [1.1 L/(s × m^2)] of the *building thermal envelope* area or the dwelling *testing unit enclosure area*, as applicable.

Exceptions:

1. Where *dwelling units* or *sleeping units* are attached or located in an R-2 occupancy, and are tested without simultaneously testing adjacent *dwelling units* or *sleeping units*, the air leakage rate is permitted to be not greater than 0.27 cubic feet per minute per square foot

[1.4 L/(s × m^2)] of the *testing unit enclosure area*. Where adjacent *dwelling units* are simultaneously tested in accordance with ASTM E779, the air leakage rate is permitted to be not greater than 0.27 cubic feet per minute per square foot [1.4 L/(s × m^2)] of the *testing unit enclosure area* that separates *conditioned space* from the exterior.

2. Where *buildings* have 1,500 square feet (139.4 m^2) or less of *conditioned floor area*, the air leakage rate is permitted to be not greater than 0.27 cubic feet per minute per square foot [1.4 L/(s × m^2)].

Section R403.6 Mechanical ventilation

*Amend **R403.6** to add the following:*

R403.6 Mechanical ventilation. The *buildings* and *dwelling units* complying with Section R402.5.1.1 shall be provided with mechanical *ventilation* that complies with the requirements of Section M1505 of the *International Residential Code* or the *International Mechanical Code*, as applicable, or with other *approved* means of *ventilation*. <u>The ventilation system shall have a readily accessible on-off control switch allowing control of the mechanical system. Utilization of outside air temperature sensors, carbon dioxide sensors, humidity sensors or similar intermittent controls to activate the outside air mechanical equipment is permitted.</u> Outdoor air intakes and exhausts shall have *automatic* or gravity *dampers* that close when the *ventilation* system is not operating.

International Residential Code (IRC)

Section R202 Definitions

*Amend **R202** to add the following:*

International Electrical Code. The Electrical Code, whether the National Electrical Code or the International Electrical Code, as amended and adopted by the local jurisdiction.

International Mechanical Code. The Mechanical Code, whether the Uniform Mechanical Code or the International Mechanical Code as amended and adopted by the local jurisdiction.

International Plumbing Code. The Plumbing Code, whether the Uniform Plumbing Code or the International Plumbing Code, as amended and adopted by the local jurisdiction.

International Fuel Gas Code. The Fuel Gas Code, whether NFPA 54 or the International Fuel Gas Code, as amended and adopted by the local jurisdiction.

Surcharge. A vertical load imposed on the retained soil that may impose a lateral force in addition to the lateral earth pressure of the retained soil. Examples include:

- Sloped retained soil.
- Structure footings supported by the retained soil.
- Adjacent vehicle loads supported by the retained soil.

Table R301.2 Climatic and geographic design criteria

*Amend Table **R301.2** to read as follows:*

TABLE R301.2-CLIMATIC AND GEORGRAPHY DESIGN CRITERIA													
GROUND SNOW LOAD [o]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP [e]	ICE BARRIER UNDERLAYMENT REQUIRED [f]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
	Speed [d] (mph)	Topographic effects [k]	Special wind region [l]	Windborne debris zone[m]		Weathering[a]	Frost line depth [b]	Termite[c]					
See IBC Table 1608.2.1	See Appendix	See Appendix	See Appendix	See Appendix	See Appendix	See Appendix	See Appendix	See Appendix	~~See Appendix~~	See Appendix	See Appendix	See Appendix	See Appendix

~~**MAMUAL J DESSIGN CRITERIA[n]**~~

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index,“negligible,” “moderate” or “severe” for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the ultimate design wind speeds map [Figure R301.2(2)]. Wind exposure category shall be determined on a site-specific basis in accordance with SectionR301.2.1.4.

e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with the date of the jurisdiction’s entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and

date of the currently effective Flood Insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with

“YES.” Otherwise, the jurisdiction shall fill in this part of the table with “NO.”

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with “YES.” Otherwise, the jurisdiction shall indicate “NO” in this part of the table.

l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with “YES” and identify any specific requirements. Otherwise, the jurisdiction

shall indicate “NO” in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate “NO” on this part of the table.

~~n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.~~

o. The jurisdiction shall fill in this section of the allowable stress design table using the Ground Snow Loads in Figure R301.2(3)

Section R309.1 Townhouse automatic sprinkler systems

*Amend Section **R309.1** to read as follows:*

Section R309.1 Townhouse automatic sprinkler systems. An automatic sprinkler system shall be installed in *townhouses*.

Exceptions:

1. An automatic sprinkler system shall not be required where *additions* or *alterations* are made to existing *townhouses* that do not have an automatic sprinkler system installed.
2. An automatic residential fire sprinkler system shall not be required in *townhouses* with less than 5,000 sq. ft. of living space unless the AHJ has amended the International Fire Code to include provisions pertaining to townhouses in accordance with NRS 278.586.

Section R309.2 One- and two-family dwellings automatic sprinkler systems

*Amend Section **R309.2** to read as follows:*

R309.2 One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family *dwellings*.

Exceptions:

1. An automatic sprinkler system shall not be required for *additions* or *alterations* to *existing buildings* that are not already provided with a sprinkler system.

2. An automatic residential fire sprinkler system shall not be required in one- and two-family *dwellings* with less than 5,000 sq. ft. of living space unless the AHJ has amended the International Fire Code to include provisions pertaining to one- and two- family *dwellings* in accordance with NRS 278.586.

Section R311.2.2 Alterations, repairs and additions

*Amend Section **R311.2.2** to read as follows:*

R311.2.2 Alterations, repairs and additions. Where *alterations, repairs* or *additions* requiring a *permit* occur, the individual *dwelling unit* shall be equipped with *carbon monoxide alarms* located as required for new *dwellings*.

Exceptions:

1. Work involving the exterior surface of *dwellings*, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck.
2. Installation, *alteration* or repairs of plumbing systems that are not fuel fired.
3. Installation, *alteration* or repairs of *mechanical systems* that are not fuel fired.

Section R318.2 Egress door

*Amend Section **R318.2** to read as follows:*

R318.2 Egress door. Not less than one egress door shall be provided for each *dwelling unit*. The egress door shall be of the pivoted, balanced, or side-hinged swinging type, and shall provide a clear width of not less than 32 inches (813 mm) where measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). The clear height of the door opening shall be not less than 78 inches (1981 mm) in height measured from the top of the threshold to the bottom of the stop. Other doors shall not be required to comply with these minimum dimensions. Egress doors shall be readily openable from inside the *dwelling unit* without the use of a key or special knowledge or effort.

Section R403.1.4.1 Frost protection

*Amend Section **R403.1.4.1** to read as follows:*

R403.1.4.1 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of *buildings* and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line specified in Table R301.2.
2. Constructed in accordance with Section R403.3.
3. Constructed in accordance with ASCE 32.
4. Erected on solid rock.

Footings shall not bear on frozen soil unless the frozen condition is permanent.

Exceptions:

1. Protection of free-standing *accessory structures* with an area of 600 square feet (56 m^2) or less, of *light-frame construction*, with an eave height of 10 feet (3048 mm) or less shall not be required.
2. Protection of free-standing *accessory structures* with an area of 400 square feet (37 m^2) or less, of other than *light-frame construction*, with an eave height of 10 feet (3048 mm) or less shall not be required.
3. For patio covers supported on a concrete slab-on-grade without footings, the slab shall conform to the provisions of Section R506, shall be not less than 3.5 inches (89 mm) thick and the columns shall not support live or dead loads in excess of 750 pounds (3.34 kN) per column.

Chapter 11-Energy efficiency

*Delete **Chapter 11** to read as follows:*

For residential energy efficiency requirements, reference the residential amendments of the 2024 International Energy Conservation Code (IECC).

Section M1503.6 Makeup air required

*Amend Section **M1503.6** to read as follows:*

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning *appliance* that is neither direct-vent nor uses a mechanical draft venting system is located within a *dwelling unit's* air barrier, each exhaust system capable of exhausting in excess of ~~400~~ 600 cubic feet per minute (~~0.19~~ 0.28 m^3/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the exhaust air rate. Such makeup air systems shall be equipped with not fewer than one outdoor air duct and damper complying with Section M1503.6.2.

Exception: Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open.

Section G2404.1 Scope

*Add Section **G2404.1.1(301.1.2)** to Section **G2404.1 (301.1)** to read as follows:*

G2404.1 (301.1) Scope. This section shall govern the approval and installation of all *equipment* and *appliances* that comprise parts of the installations regulated by this code in accordance with Section G2401.

> **G2404.1.1 (301.1.2) LP-Gas Installations.** Whenever there is a conflict between this code and NFPA 54 and NFPA 58 as adopted by the Nevada LP-Gas Board for LP-Gas installations, the adopted codes of the Nevada LP-Gas Board shall govern.

Section G2404.12 Snow hazard

*Add Section **G2404.12 (301.16)** to Section **G2404 (301)** to read as follows:*

G2404.12 (301.16) Snow hazard. On any new gas installation or reconnecting the gas service of an existing installation, gas meters above 5,800 feet in elevation in Carson City, and Washoe County must be protected from falling, sliding and accumulating of snow, unless the gas meter is installed in a protected location such as under an engineered deck, roof or shed. Engineered decks, roofs, or sheds shall be enclosed on all sides when used to protect gas meters on the snow shedding sides of a structure as approved by the gas utility.

Section G2417.4.1 Test pressure

*Amend Section **G2417.4.1 (406.4.1)** to read as follows:*

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 1-1/2 times the proposed maximum working pressure, but not less than ~~3~~ 25 psig (~~20~~ 172.4 kPa gauge). Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the pipe. This test shall be made before any fixtures, or appliances have been attached and before being concealed.

Section G2417.4.2 Test duration

*Amend Section **G2417.4.2 (406.4.2)** to read as follows:*

G2417.4.2 (406.4.2) Test duration. Test duration shall be not less than ~~10~~ 30 minutes.

Section G2417.6.2 Before turning gas on

*Amend Section **G2417.6.2 (406.6.2)** to read as follows:*

G2417.6.2 (406.6.2) Before turning gas on. During the process of turning gas on into a system of new *gas piping* or into a system or portion of a gas system that has been restored after an interruption of service, the entire system shall be inspected to determine that there are no open fittings or ends and that all *valves* at unused outlets are closed and plugged or capped. In the City of Reno, City of Sparks, Storey County and Washoe County, a manometer test shall be made after all valves, unions, connectors and piping to the appliances are complete.

A pressure test shall be made with the use of a manometer gauge measuring inches of water column. With all valves including gas cock and gas control valves in the open position, a pressure of at least eleven (11) to fifteen (15) inches of water column shall be measured for at least fifteen (15) minutes, with no perceptible drop in pressure.

Section G2417.6.2.1 For medium pressure gas systems

*Add Section **G2417.6.2.1 (406.6.2.1)** to Section **G2417.6.2 (406.6.2)** to read as follows:*

G2417.6.2.1 (406.6.2.1) For medium pressure gas systems: Where the appliance is rated for seven (7) to fourteen (14) inches of water column, a manometer test of eleven (11) to fifteen (15) inches of water column will be conducted between the pressure regulating valve and the appliance and shall be measured for at least fifteen (15) minutes with no perceptible drop in pressure.

Section G2417.6.2.2 For appliances or equipment requiring pounds of gas pressure

*Add Section **G2417.6.2.2 (406.2.2)** to Section **G2417.6.2 (406.6.2)** to read as follows:*

G2417.6.2.2 (406.2.2) For appliances or equipment requiring pounds of gas pressure: A pressure test using a pressure gauge measuring in one tenth ($^{1}/_{10}$) increments shall be conducted on the gas train of that appliance or equipment. The pressure shall be equal to the appliance's normal operating pressure for a period of thirty (30) minutes with no perceptible drop in pressure.

Section G2417.6.2.3 Manometer testing

*Add Section **G2417.6.2.3 (406.2.3)** to Section **G2416.6.2 (406.6.2)** to read as follows:*

G2417.6.2.3 (406.2.3) Manometer testing. Manometer testing shall be performed by a person holding a valid Washoe County manometer tester card for which the number is to be provided at the time of request for inspection. A visual manometer test to be witnessed by the authority having jurisdiction may be allowed by the Building Official. A manometer test does not need to be reported when the serving gas utility performs a manometer or clock test prior to providing service.

Section P2503.5.1 Rough plumbing

*Amend Section **P2503.5.1** to read as follows:*

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water, by air ~~for piping systems other than plastic,~~ or by a vacuum of air ~~for plastic piping systems~~ without evidence of leakage. The test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 10 feet (3048mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.
2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes.
3. *Vacuum Test. The portion under test shall be evacuated of air by a vacuum-type pump to achieve a uniform gauge pressure of -5 pounds per square inch or negative 10 inches of mercury column (-34 kPa). This pressure shall be held without the removal of additional air for a period of 15 minutes.*

Section P2603.5.1 Sewer depth

*Amend Section **P2603.5.1** to read as follows:*

P2603.5.1 Sewer depth. *Building sewers* that connect to private sewage disposal systems shall be not less than **twelve (12)** inches (305 mm) below finished *grade* at the point of septic tank connection. *Building sewers* shall be not less than **twelve (12)** inches (305 mm) below *grade*.

Section P3002.2.2 Building sewer

*Add Section **P3002.2.2** to Section **P3002.2** to read as follows:*

P3002.2.2 Building sewer. In no event shall building sewer be less than four (4) inches in diameter.

Section E3601.6.2 Service disconnect location.

*Amend Section **E3601.6.2** to read as follows:*

E3601.6.2 Service disconnect location. The service disconnecting means shall be installed at a readily accessible location ~~either~~ outside of a *building* or *structure* ~~inside~~ nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. ~~Each occupant shall have *access* to the disconnect serving the *dwelling unit* in which they reside.~~ [23.70(A)(1)(2), 230.72(C)] The disconnecting means may be located independent of the building or structure served, in direct line of sight, but not to exceed thirty (30) feet.

> **Exception:** The service disconnecting means may be installed within a *building* when an external remote shunt trip switch is provided. All shunt trip switches shall be located at seven feet (7') above finish grade at a location approved by the fire department. All shunt trip switches shall be located within a twelve inch (12") equilateral triangle, red in color.

Section E3705.6 Fuses and fixed trip circuit breakers

*Add Section **E3705.6.1** to Section **E3705.6** to read as follows:*

E3705.6.1 Edison Fuses. Plug fuses of the Edison-based shall be used only for replacement in existing installations where there is no evidence of overfusing or tampering. In any existing building where alterations or additions are made to any of the premise's wiring, all fuse holders shall be made to comply with the requirements for a Type S fuse holder through the installation of a tamper proof (rejection type) base.

Section E3901.2.2 Wall Space

*Amend Section **E3901.2.2** to read as follows:*

E3901.2.2 Wall Space. As used in this section, a wall space shall include the following: [210.52(A)(2)]

1. Any space 2 ft. (610mm) or more in width, including space measured around corners, and that is unbroken along the floor line by doorways and similar openings, fireplaces, stationary appliances, and fixed cabinets that do not have countertops or similar work surfaces.
2. The space occupied by fixed panels in exterior walls, excluding sliding panels.
3. The space created by fixed room dividers such as railings and freestanding bar-type counters.

Exceptions:

1. The space behind operable doors.
2. Vestibules, hallways, and similar areas less than 5 ft wide in bedrooms.

Section E3902.2 Garage and accessory building receptacles

*Amend Section **E3902.2** to read as follows:*

E3902.2 Garage and accessory building receptacles. 125-volt through 250-volt receptacles installed in garages and grade-level portions of unfinished accessory buildings used for storage or work areas and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(2)].

Exception: Single receptacle for a fixed in place heating appliance only (example: fuel-fired FAU, heat pump or water heater) when located within an attached garage.)

National Electrical Code (NEC)

Article 210.52(A)(2) Wall Spacing

*Amend Article **210.52(A)(2)** to read as follows:*

210.52(A)(2) Wall Spacing. As used in this section, a wall space shall include the following:

(1) Any space 600 mm (2 ft) or more in width (including space measured around corners) and unbroken along the floor line by doorways and similar openings, fireplaces, stationary appliances, and fixed cabinets to that do not have countertops or similar work surfaces

(2) The space occupied by fixed panels in walls, excluding sliding panels

(3) The space afforded by fixed room dividers, such as free-standing bar-type counters or railings

Exceptions:

(1) The space behind operable doors

(2) Vestibules, hallways, and similar areas less than 5ft wide in bedrooms

Article 225.31(B) Locations

*Amend Article **225.31(B)** to read as follows:*

225.31(B) Location. The disconnecting means shall be installed ~~either inside or~~ attached to the outside of the building or structure served ~~or~~ where the conductors pass through the building or structure. The disconnecting means shall be at a readily accessible location nearest the point of entrance of the conductors. For the purposes of this section, the requirements in 230.6 shall apply.

Exception No. 1: For installations under single management, where documented safe switching procedures are established and maintained, and where the installation is monitored by qualified individuals, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 2: For buildings or other structures qualifying under 685.1, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 3: For towers or poles used as lighting standards, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 4: For poles or similar structures used only for support of signs installed in accordance with 600.1, the disconnecting means shall be permitted to be located elsewhere on the premises.

Exception No. 5: The disconnecting means shall be located independent of the building or structure served, in direct line of sight, but not to exceed thirty feet (30').

Exception No. 6: The service disconnecting means may be installed within a building when an external remote shunt trip switch is provided. All shunt trip switches shall be located at seven feet (7') above finish grade at a location approved by the fire department. All shunt trip switches shall be located within a twelve inch (12") equilateral triangle, red in color.

Article 230.70(A)(1) Readily Accessible Location

*Amend Article **230.70(A)(1)** to read as follows:*

230.70 (A)(1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location ~~either~~ outside of a building or structure ~~or inside~~ nearest the point of entrance of the service conductors. The disconnecting means may be located independent of the building or structure served, in direct line of sight, but not to exceed thirty feet (30').

***Exception:** The service disconnecting means may be installed within a building when an external remote shunt switch is provided. All shunt trip switches shall be located at seven feet (7') above finish grade at a location approved by the fire department. All shunt trip switches shall be located within a twelve inch (12") equilateral triangle, red in color.*

Article 240.51(B) Replacement Only

*Amend Article **240.51(B)** to read as follows:*

240.51(B) Replacement Only. Plug fuses of the Edison-base type shall be used only for replacements in existing installations where there is no evidence of overfusing or tampering. In any existing building where alterations or additions are made to any of the premise's wiring, all fuse holders shall comply with Article 240.54.

Article 250.118(A)(4) Permitted

*Amend Article **250.118(A)(4)** to read as follows:*

250.118(A)(4) Permitted: Electrical metallic tubing with the exception of where the metallic raceway is subject to either damage or likely to be disturbed in the future under normal operating conditions, this determination shall be made by the Authority Having Jurisdiction.

FPN: An example of "subject to damage" is a surface installed conduit running along a traffic path. An example of "likely to be disturbed" is a surface installed conduit running across a rooftop, where future re-roofing operations will require the conduit to shifted, damaged, removed or relocated.

Article 250.120 Equipment Grounding Conductor Installation

*Amend Article **250.120** to read as follows:*

250.120 Equipment Grounding Conductor Installation. An equipment grounding conductor shall be installed in accordance with 250.120(A), (B), ~~and~~ (C) and (D).

(D) All raceways installed on roofs shall contain an equipment grounding conductor sized per Table 250.122 installed with the circuit conductors.

Exception: Low voltage, communication and similar type systems unless required elsewhere in the Code.

Article 358.10(A) Uses Permitted

*Amend Section **358.10(A)** to read as follows:*

358.10 Uses Permitted.

(A) Exposed and Concealed. The use of EMT shall be permitted for both exposed and concealed work for the following:

(1) In concrete~~, in direct contact with the earth, in direct burial applications with fittings identified for direct burial,~~ or in areas subject to severe corrosive influences where installed in accordance with 358.10(B)

(2) In dry, damp and wet locations

(3) In any hazardous (classified) location as permitted by other articles in this *Code*

(4) For manufactured wiring systems as permitted in604.100(A)(2)

Article 358.12 Uses Not Permitted

*Amend Article **358.12** to read as follows:*

358.12 Uses Not Permitted. EMT shall not be used under the following conditions:

(1) Where subject to severe physical damage
(2) For the support of luminaires or other equipment except conduit bodies no larger than the largest trade size of the tubing
(3) In direct contact with earth or direct burial applications

Article 690.7(D) Marking DC PV Circuits

*Amend **690.7(D)** to read as follows:*

690.7(D) Marking DC PV Circuits: A permanent readily visible etched phenolic or metallic notice label compliant with ANSI Z535.2-2011 indicating the highest maximum dc voltage in a PV system, calculated in accordance with 690.7, shall be provided by the installer at one on the following locations:

(1) DC PV system disconnecting means
(2) PV system electronic power conversion equipment
(3) Distribution equipment associated with the PV System

Article 700.10(D)(1) Occupancies

*Amend Article **700.10(D)(1)** to read as follows:*

700.10(D) (1) Occupancies. Emergency systems shall meet the additional requirements in 700.100(D)(2) through (D)(4) in the following occupancies:

(1) Assembly occupancies for not less than 1000 persons
(2) Buildings above ~~23~~ 16.8m ~~(75~~ 55ft) in height
(3) Educational occupancies with more than 300 occupants

Article 700.12(B) Equipment Design and Location:

*Amend Article **700.12(B)** to read as follows:*

700.12(B) Equipment Design and Location. Equipment shall be designed and located as to minimize the hazards that might cause complete failure due to flooding, fires, icing, and vandalism.

Equipment for sources of power as described in 700.12(C) through (H) shall be installed either in spaces fully protected by approved automatic fire protection systems or in spaces with a 2-hour fire rating where located within the following:

(1) Assembly occupancies for more than 1000 persons
(2) Buildings above ~~23~~ 16.8m ~~(75~~ 55ft) in height
(3) Educational occupancies with more than 300 occupants

International Fuel Gas Code (IFGC)

Section 301.1.2 LP-Gas installations

*Add Section **301.1.2** to Section **301.1** to read as follows:*

301.1.2 LP-Gas Installations. Whenever there is a conflict between this code and NFPA 54 and NFPA 58 as adopted by the Nevada LP-Gas Board for LP-Gas installations, the adopted codes of the Nevada LP-Gas Board shall govern.

Section 301.16 Snow hazard

*Add Section **301.16** to Section **301** to read as follows:*

301.16 Snow hazard. On any new gas installation or reconnecting the gas service of an existing installation, gas meters above 5,800 feet in elevation in Carson City, Storey County and Washoe County must be protected from falling, sliding and accumulating of snow, unless the gas meter is installed in a protected location such as under an engineered deck, roof or shed. Engineered decks, roofs, or sheds shall be enclosed on all sides when used to protect gas meters on the snow shedding sides of a structure as approved by the gas utility.

Section 406.4.1 Test pressure

*Amend Section **406.4.1** to read as follows:*

406.4.1 Test pressure. The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure, but not less than ~~3~~ 25 psig (~~20~~ 172.4 kPa gauge). Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the pipe. This test shall be made before any fixtures or appliances have been attached and before being concealed.

Section 406.4.2 Test duration

*Amend Section **406.4.2** to read as follows:*

406.4.2 Test duration. Test duration shall be not less than 30 minutes. ~~½ hour for each 500 cubic feet (14 m^3) of pipe volume or fraction thereof. When testing a system having a volume less than 10 cubic feet (0.28 m3) or a system in a single family dwelling, the test duration shall be not less than 10 minutes. The duration of the test shall not be required to exceed 24 hours.~~

Section 406.6.2 Before turning gas on*

*Amend Section **406.6.2** and add new subsections **405.6.2.1** thru **405.6.2.3** to read as follows:*
This amendment shall only apply to the City of Reno, City of Sparks, and Washoe County.

406.6.2 Before turning gas on. During the process of turning gas on into a system of new gas *piping,* or portion of a gas system that has been restored after an interruption of service, the entire system shall be inspected to determine that there are no open fittings or ends and that all valves at unused outlets are closed and plugged or capped. In the City of Reno, City of Sparks, and Washoe County, a manometer test shall be made after all valves, unions, connectors and piping to the appliances are complete. A pressure test shall be made with the use of a manometer gauge measuring inches of water column. With all valves including gas cock and gas control valves in the open position, a pressure of at least eleven (11) to fifteen (15) inches of water column shall be measured for at least fifteen (15) minutes with no perceptible drop in pressure.

406.6.2.1 For medium pressure gas systems: Where the appliance is rated for seven (7) to fourteen (14) inches of water column, a manometer test of eleven (11) to fifteen (15) inches of water column will be conducted between the pressure regulating valve and the appliance and the appliance shall be measured for at least fifteen (15) minutes with no perceptible drop in pressure.

406.2.2 For appliances or equipment requiring pounds of gas pressure: A pressure test using a pressure gauge measuring in one tenth ($\frac{1}{10}$) increments shall be conducted on the gas train of that appliance or equipment. The pressure shall be equal to the appliance's normal operating pressure for a period of thirty (30) minutes with no perceptible drop in pressure.

406.2.3 Manometer testing. Manometer testing shall be performed by a person holding a valid *Washoe County manometer tester card* for which the number is to be provided at the time of request for inspection. A visual manometer test to be witnessed by the authority having jurisdiction may be allowed by the Building Official. A manometer test does not need to be reported when the serving gas utility performs a manometer or clock test prior to providing service.

Section 505.4 Makeup air required

*Amend Section **505.4** to read as follows:*

505.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of ~~400~~ 600 cfm (~~0.19~~ 0.28 m^3/s) shall be provided with *makeup air* at a rate approximately equal to the *exhaust air* rate. Such *makeup air* systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Section 508.1.4 Evaporative cooling systems used as makeup air

*Add Section **508.1.4** to Section **508.1** to read as follows:*

508.1.4 Evaporative cooling systems used as makeup air. Evaporative coolers shall not be used for make-up air units on commercial kitchen hoods and kitchen ventilation systems.

Exception: Evaporative cooling systems that are a listed assembly with tempered air for kitchen make-up air systems.

Section 603.2 Duct sizing

*Amend Section **603.2** to read as follows:*

603.2 Duct sizing. Ducts installed within a single *dwelling unit* shall be sized in accordance with ACCA Manual D based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculations methodologies, the *appliance* manufacturer's installation instructions or other *approved* methods. Ducts installed within all other *buildings* shall be sized in accordance with the ASHRAE *Handbook of Fundamentals* or other equivalent computation procedure.

Uniform Mechanical Code (UMC)

Section 304.3 Access to Appliances on Roofs

*Amend Section **304.3** to read as follows:*

Section 304.3 Access to Appliances on Roofs. Appliances located on roofs or other elevated locations above 30 inches (762 mm) shall be accessible. [NFPA 54:9.4.3.1]

304.3.1 Access from the Inside. Buildings of more than 15 feet (4572 mm) in height shall have an inside means of access to the roof unless other means acceptable to the Authority Having Jurisdiction are used [NFPA 54:9.4.3.2]

304.3.1.1 Access Type. The inside means of access shall be a permanent or foldaway inside stairway or ladder, terminating in an enclosure, scuttle, or trapdoor. Such scuttles or trap doors shall be at least 22 inches by 24 inches (559 mm by 610 mm) in size, shall open easily and safely under all conditions, especially snow, and shall be constructed so as to permit access from the roof side unless deliberately locked on the inside.

At least ~~6~~ 10 feet(~~1829~~ 3048 mm) of clearance shall be available between the access opening and the edge of the roof or similar hazard, or rigidly fixed rails or guards a minimum of 42 inches (1067 mm) in height shall be provided on the exposed side. Where parapets or other building structures are utilized in lieu of guards or rails, they shall be a minimum of 42 inches (1067 mm) in height. [NFPA 54:9.4.3.3]

Section 403.7.2 Enclosed Parking Garages

*Amend Section **403.7.2** to read as follows:*

403.7.2 Enclosed Parking Garages. Mechanical ventilation systems for enclosed parking garages shall operate continuously.

Exceptions:

(1) Mechanical ventilation systems for enclosed parking garages shall be permitted to operate intermittently where the system is designed to operate automatically upon detection of vehicle operation or presence of occupants by approved automatic detection devices.

(2) Approved automatic carbon monoxide sensing devices, and nitrogen dioxide detectors shall be permitted to modulate the ventilation system to not exceed a maximum average of 50 parts per million of carbon monoxide, or 1 part per million of nitrogen dioxide during an eight-hour period with a concentration of not more than 200 parts per million for carbon monoxide, or 5 parts per million nitrogen dioxide, for a period not exceeding 15 minutes. Automatic carbon monoxide sensing devices installed in modulated parking garage ventilation systems shall be approved in accordance with Section 301.2.

Section 504.4.2.1 Length Limitation

*Amend Section **504.4.2.1** to read as follows:*

504.4.2.1 Length Limitation. Unless otherwise permitted or required by the dryer manufacturer's instructions and approved by the Authority Having Jurisdiction, domestic dryer moisture exhaust ducts shall not exceed a total combined horizontal and vertical length of 14 feet (4267 mm), including two 90 degree (1.57 rad) elbows. A length of 2 feet (610 mm) shall be deducted for each 90- degree (1.57 rad) elbow in excess of two.

Exceptions: ~~Where an exhaust duct power ventilator, in accordance with Section 504.4.2.3, is used, the maximum length of the dryer exhaust duct shall be permitted to be in accordance with the dryer exhaust duct power ventilator manufacturer's installation instructions.~~

(1) Where the make and model of the clothes dryer to be installed is known and the manufacture's installation instructions for the clothes dryer are provided to the Authority Having Jurisdiction, the maximum length of the exhaust duct, including any transition duct, shall be permitted to be in accordance with the dryer manufacture's installation instructions.
(2) Where large-radius 45-degree (0.8 rad) and 90-degree (1.6 rad) bends are installed, determination of the equivalent length of clothes dryer exhaust duct for each bend by engineering calculation in accordance with ASHRAE Fundamentals Handbook shall be permitted.
(3) Dryer exhaust duct lengths may be increased when justified by calculations prepared and stamped by a Nevada Licensed Mechanical engineer.

Section 505.10 Makeup Air

*Amend Section **505.10** to read as follows:*

505.10 Makeup Air. Makeup air shall be provided to replenish air exhausted by the ventilation system. Exhaust hood systems capable of exhausting in excess of 600 cfm (0.28 m3/s) shall be provided with makeup air at a rate approximately equal to the exhaust air rate. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system. Makeup air intakes shall be located so as to avoid recirculation of contaminated air within enclosures.

Section 508.3.5.4 Evaporative Cooling Systems Used as Make Up Air Systems

*Add Section **508.3.5.4** to read as follows:*

508.3.5.4.1 Evaporative Cooling Systems. Evaporative cooling systems will comply with this chapter. Evaporative coolers shall not be used for makeup air units on commercial kitchen hoods and kitchen ventilation systems.

Exception: Evaporative cooling systems that are part of a listed heating air system for kitchen make up air systems. The temperature differential between the makeup air and the air in the

conditioned space shall not exceed 10^0F (6^0C) except where the added heating and cooling load of makeup air do not exceed the capacity of the HVAC system.

Section 511.2.2.2 Capture and Containment Test

*Amend Section **511.2.2.2** to read as follows:*

Section 511.2.2.2 Capture and Containment Test. The permit holder shall verify the capture and containment performance of Type I hoods. A field test shall be conducted with all appliances under the hood at operating temperatures, all the hoods operating at design airflows, and with all sources of replacement air operating at design airflows for the restaurant. Capture and containment shall be verified visually by observing smoke or steam produced by actual cooking operation or by simulating cooking using devices such as smoke candles or smoke puffers. Smoke bombs shall not be used [ASHRAE 154:4.7.2]

Exception: Capture and containment test not required if hood is UL and NFPA listed and manufacturers data lists the individual equipment below hood.

Section 605.1 General

*Amend Section **605.1** to read as follows:*

605.1 General. ~~Air ducts conveying air at temperatures exceeding 140°F (60°C) shall be insulated to maintain an insulation surface temperature of not more than 140°F (60°C)~~. Insulation material on the exterior of ducts shall be legibly printed with the name of the manufacturer, the thermal resistance (R) value at installed thickness, flame-spread index, and smoke developed index of the composite material. Internal duct liners and insulation shall be installed in accordance with SMACNA HVAC Duct Construction Standards – Metal and Flexible. Supply-air ducts, return air-ducts, and plenum of a heating or cooling system shall be insulated to achieve the minimum thermal (R) value in accordance with the 2024 International Energy Conservation Code Section R403.3 for residential and C403.13.1 for commercial.

~~**Exceptions:**~~

~~(1) Factory-installed plenums, casings, or ductwork furnished as a part of HVAC equipment tested and rated in accordance with approved energy efficiency standards.~~

~~(2) Ducts or plenums located in conditioned spaces where heat gain or heat loss will not increase energy use.~~

~~(3) For runouts less than 10 feet (3048 mm) in length to air terminals or air outlets, the rated R value of insulation need not exceed R-3.5 (R-0.6).~~

~~(4) Backs of air outlets and outlet plenums exposed to unconditioned or indirectly conditioned spaces with face areas exceeding 5 square feet (0.5 m^2) need not exceed R-2; those 5 square feet (0.5 m^2) or smaller need not be insulated.~~

~~(5) Ducts and plenums used exclusively for evaporative cooling systems.~~

Section 609.1 Air-Moving Systems and Smoke Detectors

*Amend Section **609.1** to read as follows:*

609.1 Air-Moving Systems and Smoke Detectors. Air-moving systems supplying air in excess of 2000 cubic feet per minute (ft^3/min) (0.9439 m^3/s) to enclosed spaces within buildings shall be equipped with an automatic shutoff. Automatic shutoff shall be accomplished by interrupting the power source of the air-moving equipment upon detection of smoke in the main ~~supply~~ return-air duct or plenum upstream of any filters, exhaust air connections, outdoor air connections, or decontamination equipment and appliance air duct served by such equipment. Duct smoke detectors shall comply with UL 268A and shall be installed in accordance with NFPA 72 and the manufacturer's installation instructions. Such devices shall be compatible with the operating velocities, pressures, temperatures, and humidities of the system. Where fire-detection or alarm systems are provided for the building, the smoke detectors shall be supervised by such systems in an approved manner.

Section 610 Performance Test for Automatic Shutoffs

*Add Section **610** to read as follows:*

610.0 Performance Test for Automatic Shutoffs.

610.1 General. Upon completion and before final approval of the air-moving system, provide with the required smoke detectors, a performance test shall be performed to verify compliance of detector installation to manufacturer's instructions and system compatibility as specified in this chapter. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall provide the jurisdiction a form containing equivalent information. At the discretion of the Authority Having Jurisdiction, the performance test may be required to be witnessed by the Authority Having Jurisdiction or performed by an approved third-party testing agency.

Section 939 Electric Sauna Heaters

*Amend Section **939** to read as follows:*

939.0 Sauna Heaters.

939.1 Electric Sauna Heaters. Sauna heaters shall comply with UL 875 and shall be installed in accordance with the manufacturer's installation instructions. Approved guards or barriers shall be installed to prevent accidental contact with the sauna heater. Ventilation shall be provided in accordance with its listing and combustion air for gas-fired sauna heaters shall comply with chapter 7.

Section 1301.1 Applicability

*Amend Section **1301.1** to read as follows:*

1301.1 Applicability. The regulations of this chapter shall govern the installation of fuel gas piping in or in connection with a building, structure or within the property lines of premises up to 5 pounds-force per square inch (psi) (34 kPa) for natural gas and 10 psi (69 kPa) for undiluted propane, other than service pipe.

Whenever there is a conflict between this code and NFPA 54 and NFPA 58 as adopted by the Nevada LP-Gas Board for LP-Gas installations, the adopted codes of the Nevada LP-Gas Board shall govern.

Section 1313.3 Test Pressure

*Amend Section **1313.3** to read as follows:*

1313.3 Test Pressure. This inspection shall include an air, CO_2, or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ~~10~~ 25 psi (~~69~~ 172.4 kPa) gauge pressure. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction but in no case less than ~~15~~ 30 minutes with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column (3.5 kPa) pressure, the test pressure shall be not less than 60 psi (414 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than 30 minutes. ~~For CSST carrying gas at pressures in excess of 14 inches water column (3.5 kPa) pressure, the test pressure shall be 30 psi (207 kPa) for 30 minutes.~~ These tests shall be made using air, CO_2, or nitrogen pressure and shall be made in the presence of the Authority Having Jurisdiction. Necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting test shall be in accordance with Section 1303.3.3.1 through Section 1303.3.3.4. This test shall be made before any fixtures, or appliances have been attached and before being concealed.

Section 1313.5.1 Turning Gas On

*Amend Section **1313.5.1** to read as follows:*

1313.5.1 Turning Gas On. During the process of turning gas on into a system of new gas piping or portion of a gas system that has been restored after an interruption of service, the entire system shall be inspected to determine that there are no open fittings or ends and that all valves at unused outlets are closed and plugged or capped. [NFPA 54:8.2.2]

> **1313.5.1.1 During** the process of turning gas on into a system of new gas *piping* or into a system or portion of a gas system that has been restored after an interruption of service; in the City of Reno, City of Sparks, and Washoe County a manometer test shall be made after all valves, unions, connectors and piping to the appliances are complete. A pressure test shall be made with the use of a manometer gauge measuring inches of water column. With all valves including gas cock and gas control valves in the open position, a pressure

of at least eleven (11) to fifteen (15) inches of water column shall be measured for at least fifteen (15) minutes with no perceptible drop in pressure.

1313.5.1.2 For medium pressure gas systems: Where the appliance is rated for seven (7) to fourteen (14) inches of water column, a manometer test of eleven (11) to fifteen (15) inches of water column will be conducted between the pressure regulating valve and the appliance and shall be measured for at least fifteen (15) minutes with no perceptible drop in pressure.

1313.5.1.3 For appliances or equipment requiring pounds of gas pressure: A pressure test using a pressure gauge measuring in one tenth ($^1/_{10}$) increments shall be conducted on the gas train of that appliance or equipment. The pressure shall be equal to the appliance's normal operating pressure for a period of thirty (30) minutes with no perceptible drop in pressure.

1313.5.1.4 Manometer testing. Manometer testing shall be performed by a person holding a valid *Washoe County manometer tester card* in the City of Reno, City of Sparks, and Washoe County for which the number is to be provided at the time of request for inspection. A visual manometer test to be witnessed by the authority having jurisdiction may be allowed by the Building Official. A manometer test does not need to be reported when the serving gas utility performs a manometer or clock test prior to providing service.

Uniform Plumbing Code (UPC)

Section 216.0 Non-Combustible Material

*Add Section **216.0** to read as follows:*

261.0 Non-Combustible Material. Materials that, when tested in accordance with ASTM E136, have at least three of four specimens tested meeting all of the following criteria:

1. The recorded temperature of the surface and interior thermocouples shall not at any time during the test rise more than 54ºF (30ºC) above the furnace temperature at the beginning of the test.
2. There shall not be flaming from the specimen after the first 30 seconds.
3. If the weight loss of the specimen during testing exceeds 50 percent, the recorded temperature of the surface and interior thermocouples shall not at any time during the test rise above the furnace air temperature at the beginning of the test, and there shall not be flaming of the specimen.

Section 218.0 Penetration Firestop System

*Delete Section **218.0**:*

~~**218.0 Penetration Firestop System**. A specific assemblage of field-assembled materials, or a factory-made device, which has been tested to a standard test method and, where installed properly on penetrating piping materials, is capable of maintaining the fire-resistance rating of assemblies penetrated.~~

Section 222.0 “T” Rating

*Delete Section **222.0**:*

~~**222.0 T Rating**. The time period that the penetration firestop system, including the penetrating item, limits the maximum temperature rise of 325° (181°C) above its initial temperature through the penetration on the non-fire side, where tested in accordance with ASTM E 814 or UL 1479.~~

Section 312.7 Fire-Resistant Construction

*Amend Section **312.7** to read as follows:*

312.7 Fire-Resistant Construction. Piping penetrations of fire-resistance-rated walls, partitions, floors, floor/ceiling assemblies, roof/ceiling assemblies, or shaft enclosures shall be protected in accordance with the requirements of the building code. ~~and Chapter 14, “Firestop Protection.”~~

Section 422.0 Minimum Number of Required Fixtures

*Delete Section **422.0**:*

Shall comply with 2024 International Building Code Chapter 29.

Table 422.1 Minimum Plumbing Facilities

*Delete Table **422.1**:*

Shall comply with 2024 International Building Code Table 2902.1

Section 609.1 Installation

*Amend Section **609.1** to read as follows:*

609.1 Installation. Water piping shall be adequately supported in accordance with Table 313.3. Burred ends shall be reamed to the full bore of the pipe or tube. Changes in direction shall be made by the appropriate use of fittings, except that changes in direction in copper or copper alloy tubing shall be permitted to be made with bends, provided that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's instructions. Provisions shall be made for expansion in hot-water piping. Piping, equipment, appurtenances, and devices shall be installed in a workmanlike manner in accordance with the provisions and intent of the code. Building supply yard piping shall be not less than ~~12~~ 6 inches (~~305~~ 152mm) below the average local frost depth. The cover shall be not less than 12 inches (305 mm) below finish grade.

Section 712.1 Media

*Amend Section **712.1** to read as follows:*

712.1 Media. The piping of the plumbing, drainage and venting systems shall be tested with water or air. ~~except that plastic piping shall not be tested with air~~. The Authority Having Jurisdiction shall be permitted to require the removal of cleanouts, etc., to ascertain whether the pressure has reached all parts of the system. After the plumbing fixtures have been set and their traps filled with water, they shall be submitted to a final test.

Section 717.1 General (Size of Building Sewers)

*Amend Section **717.1** to read as follows:*

717.1 General. The minimum size of a building sewer shall be determined on the basis of the total number of fixture units drained by such sewer, in accordance with Table 717.1. No building sewer shall be smaller than the building drain or less than four (4) inches in diameter.

For alternate methods of sizing building sewers, see Appendix C.

Section 723.1 General (Building Sewer Test)

*Amend Section **723.1** to read as follows:*

723.1 General. Building sewers shall be tested by plugging the end of the building sewer at its points of connection to the public sewer or private sewage disposal system and completely filling the building sewer with water from the lowest to highest point thereof, or by approved equivalent low-pressure air test. ~~Plastic DWV piping systems shall not be tested by the air test method.~~ The building sewer shall be watertight.

Section 1107.2 Methods of Testing Storm Drainage Systems

*Amend Section **1107.2** to read as follows:*

1107.2 Methods of Testing Storm Drainage Systems. Except for outside leaders and perforated or open-jointed drain tile, the piping of storm drain systems shall be tested upon completion of the rough piping installation by water or air, ~~except that plastic pipe shall not be tested with air,~~ and proved tight. The Authority Having Jurisdiction shall be permitted to require the removal of cleanout plugs to ascertain whether the pressure has reached parts of the system. One of the following test methods shall be used in accordance with Section 1107.2.1 through Section 1107.2.3.

Section 1201.1 Applicability

*Amend Section **1201.1** to read as follows:*

1201.1 Applicability. The regulations of this chapter shall govern the installation of fuel gas piping in or in connection with a building, structure or within the property lines of premises up to 5 pounds-force per square inch (psi)(34 kPa) for natural gas and 10 psi (69 kPa) for undiluted propane, other than service pipe. Fuel oil piping systems shall be installed in accordance with NFPA 31. Whenever there is a conflict between this code and NFPA 54 and NFPA 58 as adopted by the Nevada LP-Gas Board for LP-Gas installations, the adopted codes of the Nevada LP-Gas Board shall govern.

Section 1208.6.1.3 Snow Hazard

*Add Section **1208.6.1.3** to **1208.6** to read as follows:*

1208.6.1.3 Snow Hazard: On any new gas installation or reconnecting the gas service of an existing installation, gas meters above 5,800 feet in elevation in Carson City, Storey County and Washoe County must be protected from falling, sliding and accumulating of snow, unless the gas meter is installed in a protected location such as under an engineered deck, roof or shed. Engineered decks, roofs, or sheds shall be enclosed on all sides when used to protect gas meters on the snow shedding sides of a structure as approved by the gas utility.

Section 1213.3 Test Pressure

*Amend Section **1213.3** to read as follows:*

1213.3 Test Pressure. This inspection shall include an air, CO2, or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ~~10~~ 25 psi (~~69~~ 172.4 kPa) gauge pressure. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case less than ~~15~~ 30 minutes with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.5 kPa), the test pressure shall be not less than 60 psi (414 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than 30 minutes. For CSST carrying gas at pressures in excess of 14 inches water column (3.5 kPa) pressure, the test pressure shall be not less than 30 psi (207 kPa) for 30 minutes. These tests shall be made using air, CO2, or nitrogen pressure and shall be made in the presence of the Authority Having Jurisdiction. Necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall be in accordance with Section 318.0.

Section 1213.5.1 Turning Gas On

*Amend Section **1213.5.1** to read as follows:*

1213.5.1 Turning Gas On. During the process of turning gas on into a system of new gas piping or into a system or portion of a gas system that has been restored after an interruption of service, the entire system shall be inspected to determine that there are no open fittings or ends and that the valves at unused outlets are closed and plugged or capped. [NFPA 54:8.2.2]

> **1213.5.1.1 During** the process of turning gas on into a system of new gas *piping* or into a system or portion of a gas system that has been restored after an interruption of service; in the City of Reno, City of Sparks, Storey County and Washoe County a manometer test shall be made after all valves, unions, connectors and piping to the appliances are complete. A pressure test shall be made with the use of a manometer gauge measuring inches of water column. With all valves including gas cock and gas control valves in the open position, a pressure of at least eleven (11) to fifteen (15) inches of water column shall be measured for at least fifteen (15) minutes, with no perceptible drop in pressure.

1213.5.1.2 For medium pressure gas systems: Where the appliance is rated for seven (7) to fourteen (14) inches of water column, a manometer test of eleven (11) to fifteen (15) inches of water column will be conducted between the pressure regulating valve and the appliance and shall be measured for at least fifteen (15) minutes with no perceptible drop in pressure.

1213.5.1.3 For appliances or equipment requiring pounds of gas pressure: A pressure test using a pressure gauge measuring in one tenth (1/10) increments shall be conducted on the gas train of that appliance or equipment. The pressure shall be equal to the appliance's normal operating pressure for a period of thirty (30) minutes with no perceptible drop in pressure.

1213.5.1.4 Manometer testing. Manometer testing shall be performed by a person holding a valid Washoe County manometer tester card in the City of Reno, City of Sparks, Storey County and Washoe County for which the number is to be provided at the time of request for inspection. A visual manometer test to be witnessed by the authority having jurisdiction may be allowed by the Building Official. A manometer test does not need to be reported when the serving gas utility performs a manometer or clock test prior to providing service.

Chapter 14 Firestop Protection

*Delete Chapter **14**:*

Refer to 2024 International Building Code

Appendix

Table R301.2 - Climatic And Geography Design Criteria

JURISDICTION	GROUND SNOW LOAD [O]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP [E]	ICE BARRIER UNDERLAYMENT REQUIRED [H]	FLOOD HAZARDS [G]	AIR FREEZING INDEX [I]	MEAN ANNUAL TEMP [J]
		Speed [d] (mpg)	Topographic effects [k]	Special wind region [l]	Windborne debris zone[m]		Weathering[a]	Frost line depth [b]	Termite[c]					
Carson City	See IBC Table 1608.2.1	120	No	Yes	No	D_2	Severe	24”	Moderate to heavy	9^0F	Yes above 5500’	Varies. See Engineering Dept	444	50.9^0F
City of Elko	30 lb/ft^2	115	No			D_0	Severe	30”	Slight to moderate	-2^0F	Yes	Varies, see Engineering Dept	2000	46^0F
City of Fallon	See IBC Table 1608.2.1 (16 lbs)	115	No	No	No	D_1	Severe	18”	Moderate to severe	49.9^0F	No	See FMC 17.36	382	50.6^0F
City of Fernley	See IBC Table 1608.2.1	120	No	Yes	No	D_2	Severe	18”	Moderate to heavy	11^0F	No	a)06/04/2003 (b)11/20/1998 Firm	594	49.4^0F
City of Reno	See IBC Table 1608.2.1	120	No	Yes	No	D_2	Severe	24”	Moderate to heavy	17^0F	Yes above 5300’	See RMC 18.12.1701	594	49.4^0F
City of Sparks	See IBC Table 1608.2.1	120	No	Yes	No	D_2	Severe	24”	Moderate to heavy	17^0F	No	See SMC 15.11	594	49.4^0F
Churchill County	See IBC Table 1608.2.1	115	No	No	No	D_1	Severe	18”	Moderate to heavy	49.4	No	See Churchill County Code Title 19	382	51.6
Douglas County	See IBC Table 1608.2.1	120	No	Yes	No	D_2	Severe	18”< 6000’ 24”> 6000’	Moderate To heavy	4^0F	Yes above 5300’	Douglas County Title 20 Chapter 20.50	647	47.2^0F
Lyon County	See IBC Table 1608.2.1	115	No	No	No	D_1	Severe	18”	Moderate to heavy	11^0F	No	Lyon Co. Title 12	445	51.2^0F
Storey County	See IBC Table 1608.2.1	115	No	No	No	D_1	Severe	18”	Moderate to heavy	18^0F	Yes above 5500’	See SCC 15.20	594	49.4^0F
Washoe County	See IBC Table 1608.2.1	120	No	Yes	No	D_2	Severe	24”	Moderate to heavy	17^0F	Yes above 5300’	See WCC Chapter 110	594	49.4^0F

~~**MAMUAL J DESSIGN CRITERIA**[n]~~

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, “negligible,” “moderate” or

“severe” for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the ultimate design wind speeds map [Figure R301.2(2)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction’s entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and

date of the currently effective Flood Insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with

“YES.” Otherwise, the jurisdiction shall fill in this part of the table with “NO.”

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table “Air Freezing Index-USA Method (Base 32°F).”

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with “YES.” Otherwise, the jurisdiction shall indicate “NO” in this part of the table.

l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with “YES” and identify any specific requirements. Otherwise, the jurisdiction shall indicate “NO” in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate “NO” on this part of the table.

~~n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.~~

o. The jurisdiction shall fill in this section of the allowable stress design table using the Ground Snow Loads in Figure R301.2(3)

COMMUNITY DEVELOPMENT
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Fax: 775.782.9007
(Updated 11-12-2025)

BUILDING CODES AND DESIGN CRITERIA

Douglas County Board of County Commissioners adopted the following codes on December 18, 2025. **It will be effective for all submittals on or after January 5, 2026**.

Adopted Building Codes:

- 2024 Northern Nevada Code Amendments *Northern Nevada Chapter International Code Council (nnicc.org)*
- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 Uniform Plumbing Code (UPC)
- 2024 Uniform Mechanical Code (UMC)
- 2023 National Electrical Code (NEC)
- 2024 International Existing Building Code (IEBC)
- 2024 International Energy Conservation Code (IECC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Mechanical Code (IMC)
- 2024 International Swimming Pool and Spa Code (ISPSC)
- 2024 International Fire Code (IFC)
- 2024 International Urban Wildfire Interface Fire Code (WUI)
- International Code Counsil A117.1-2017 Standards for Accessible and Usable Building and Facilities
- Hazard Map Link: https://ascehazardtool.org/

Amendments to these codes are available on the County website: www.douglascountynv.gov or Douglas County Code Title 20-Appendix B East Fork Fire Appendix (B1) Tahoe Douglas Fire Appendix (B2)

Site elevations of 5,999 Feet and under:

- **Seismic Zone:** IBC = D / IRC = D2 & E for some site-specific areas
- ***Wind Speed:** Minimum 120 MPH V ult' – Exposure C (see footnotes)
- **Ground Snow Load:** See snow load table- Appendix B - (ASCE7 Design Reduction allowed)
- **Frost Depth:** 18" (inches) minimum
- **Soil Bearing:** 1,500 PSF maximum or site specific

Site elevations 6,000 Feet and above:

- **Seismic Zone:** IBC = D / IRC = D2 & E for some site-specific areas
- ***Wind Speed:** Minimum 120 MPH V ult' – Exposure C
  (Exposure B may be used in areas between ¼ mile of the lakeshore & below the elevation of 7,200 feet)
- **Ground Snow Load:** See snow load table- Appendix B - (ASCE7 Design Reduction allowed)
- **Frost Depth:** 24" (inches) minimum
- **Ice Shields Required** above 6,000 feet elevation
- **Soil Bearing:**1,500 PSF maximum or site specific

***Wind Speed:** Minimum basic wind speed for category I shall be 110 mph V ult
Minimum basic wind speed for risk category II shall be 120 mph V ult'
Minimum basic wind speed for category III shall be 130 mph V ult'

Climate Zone: Zone 4B Mixed Dry

Single Family Dwelling (SFD) Design Requirements: Per Title 20.690.030(Z).

AGENDA ITEM NO. 12.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion on **Resolution 2025R-043-A**, a resolution addressing eminent domain proceedings to acquire from Park Ranch Holdings certain real property or interests in real property along the Muller Parkway right-of-way, including approximately 3.54 acres of real property to increase the size of the right-of-way, and approximately 6.77 acres of non-exclusive drainage easements across properties adversely impacted from increased base flood elevations. This is an amendment to Resolution 2025R-043, which the Board passed on April 17, 2025, updating and clarifying the real property descriptions subject to eminent domain. (Jeremy Hutchings, County Engineer, and AJ Hames, Deputy District Attorney)

RECOMMENDED MOTION:
Approve Resolution 2025R-043-A, as presented.

FINANCIAL IMPACT:

A fair market appraisal was completed by The DiFederico Group of the updated eminent domain area. The appraisal groups the acquisitions into two categories: Fee Acquisition and Drainage Easements. The fair market values are summarized below.

Fee Acquisition: $531,167

Drainage Easements: $101,535

Total: $632,702

Rounded Total: $635,000

BACKGROUND:
The Development Agreement (DA) between Douglas County and Park Ranch Holdings, LLC (PRH) recorded as Document Number 2019-939704 requires the County to construct two lanes of Muller Parkway north of the intersection with Toler Lane to the west boundary of APN 1320-28-000-054.

The alignment of the first two lanes of Muller Parkway was pushed to the far western side of the right-of-way to accommodate future infrastructure, such as additional travel lanes, a center median, drainage facilities, and a multi-modal path. To date, Phase 1 and Phase 3 of Muller Parkway are substantially complete. Phase 2 has been delayed due to the amount of time it took the Federal Emergency Management Agency (FEMA) to approve the flood model which demonstrates the impact to flooding from the construction of the road.

Based on the current design, much of which is elevated, there are several locations along the alignment where the County requires additional land to accommodate the road, drainage facilities, irrigation facilities, access to PRH properties, fill slopes from the road, and similar purposes. Section 5.1 of the DA contemplates circumstances where the County might need to acquire additional right-of-way to construct the project. In such circumstances, it is to purchase them from PRH for their fair market value.

Additionally, the portions of Muller Parkway that are elevated above existing ground level are projected to redirect existing flood flows. Floodplain modeling shows that this diversion of floodwater may cause an increase in the base flood elevation by more than 1-foot in certain isolated areas. This increase falls within the definition of an "adverse impact" as set forth in Douglas County Code. County Code precludes adverse impacts unless authorized by the owner of the land that will be adversely impacted, either through an easement or other property interest. Thus, for Muller Parkway to be completed, the County must purchase such a property interest from PRH. The County has proposed to do this by purchasing non-exclusive drainage easements for their fair market value.

The Board previously approved Resolution 2025R-043 on April 17, 2025, which first authorized the County to proceed with eminent domain proceedings to acquire real property from PRH. As part of the legal proceedings between the County and PRH, a question arose concerning the legal descriptions of the land to be purchased. The County elected to resolve the issue by updating and clarifying the eminent domain area with formal legal descriptions. This clarification has been completed, and an overall summary of the updated eminent domain areas is attached to the staff report with the requisite legal descriptions.

There have also been two changes to the amount of eminent domain area required for the construction of Muller Parkway since Resolution 2025R-043 was adopted.

First, the amount of real property in fee title needed for construction of the road has increased to 154,251 Square Feet (approximately 3.54 acres). The area expanded to include additional area for the construction and maintenance of fill slopes along the westerly side of the road right-of-way. Typically,

the fill slopes that extend outside of a road right-of-way are included in a slope easement where the adjacent property owner still retains fee title and pays taxes on the underlying land. By including these areas as part of the legal right-of-way, the taxed area of land is slightly reduced and the County's ability to construct and maintain the road fill slopes is strengthened. There is also no longer a need for temporary construction easements, which were previously approved. The additional area does not materially impact PRH's Buckeye Farm development as it is located within an identified 200-Foot buffer and irrigation area (see exhibit in staff report).

Second, the adverse impact area increased to 294,857 Square Feet (approximately 6.77 acres). As described above, projects such as roads that are constructed in a floodplain can cause changes to the floodplain mapping by showing a potential adverse impact on surrounding property. County code defines this adverse impact as an increase to the depth of flooding by 1-Foot or more during the 100-year storm event. To determine the location of adversely impacted property, our consultant used engineering software to model the change in flood depths caused by the construction of Muller Parkway. Initially, the consultant used a simple subtraction tool in the ArcGIS program to determine this change in depth and identify the size of the adversely impacted property. However, the first iteration missed some areas of land that may experience an adverse impact. In places where there was no water before development, the tool could not calculate a change, so those locations showed no value for the depth even if the water level increased based on the road improvements. This led to the consultant underestimating the amount of land that was adversely impacted. To address this issue, the engineer adjusted the model so that places with "no data" were treated as zero depth. When the model was re-run, the areas of adversely impacted land increased to 294,857 Square Feet. Note that the area of adversely impacted property from flooding is limited to five different parcels owned by PRH located within the approved Buckeye Farm Specific Plan. The approved Specific Plan reserves this area north of Muller Parkway for Native Pasture and floodplain (see exhibit in staff report), not development.

Since the eminent domain area has changed, the County obtained a new appraisal for the property. The County also used a new appraisal group, The DiFederico Group, which specializes in appraisals in eminent domain situations. The new appraised value is $635,000. The County has offered to purchase the needed property interests for that appraised amount.

ATTACHMENTS:
Staff Report v.003.pdf
Proof of Service of Notice.pdf
2025R-043-A - Eminent Domain New Resolution 2 (Complete with Exhibits).pdf

COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Jeremy Hutchings, PE
County Engineer

TEL 775-782-9063 / FAX 775-782-9007
Email: jhutchings@douglasnv.us
website: www.douglascountynv.gov

Engineering Division
Stormwater Division

To: Board of County Commissioners

From: Jeremy J. Hutchings PE, County Engineer

Date: November 14, 2025

Subject: Resolution 2025R-043-A Muller Parkway Acquisition of Land Owned by Park Ranch Holdings by Eminent Domain

I. RECOMMENDATION

Approve Resolution 2025R-043-A to continue eminent domain proceedings and acquire 154,251 Square Feet of land in fee title and 294,857 Square Feet of non-exclusive drainage easement necessary to construct Muller Parkway, from Park Ranch Holdings, LLC for the fair market value of $635,000.

II. BACKGROUND

The Development Agreement (DA) between Douglas County and Park Ranch Holdings, LLC (PRH) recorded as Document Number 2019-939704 generally requires the County to construct two lanes of Muller Parkway north of the intersection with Toler Lane to the west boundary of APN 1320-28-000-054. The alignment of the Muller was pushed to the far western side of the right-of-way to accommodate future drainage facilities should the County elect to construct it. To date, Phase 1 and Phase 3 of Muller Parkway are substantially complete. Phase 2 has been delayed due to the amount of time it took the Federal Emergency Management Agency (FEMA) to approve the flood model which demonstrates the impact to flooding from the construction of the road.

Based on the current design, there are several locations along the alignment where the County requires additional land to accommodate the road, drainage facilities, irrigation facilities, access to PRH properties, fill slopes from the road, and similar purposes. Additionally, a portion of Muller is being constructed in such a way (above existing ground level) that it will redirect existing flood flows. Floodplain modeling shows that this diversion of floodwater may cause an increase in the base flood elevation by more than 1-foot in certain isolated areas. This increase falls within the definition of an adverse impact as set forth in Douglas County Code. The County interpreted the Code as precluding adverse impacts unless an easement is obtained from the owner of the adversely impacted property. Thus, the County should compensate the owner for a non-exclusive drainage easement to accommodate for the adverse impact that may occur. Section 5.1 of the DA contemplates this circumstance where the County might need to acquire additional right-of-way to construct the project.

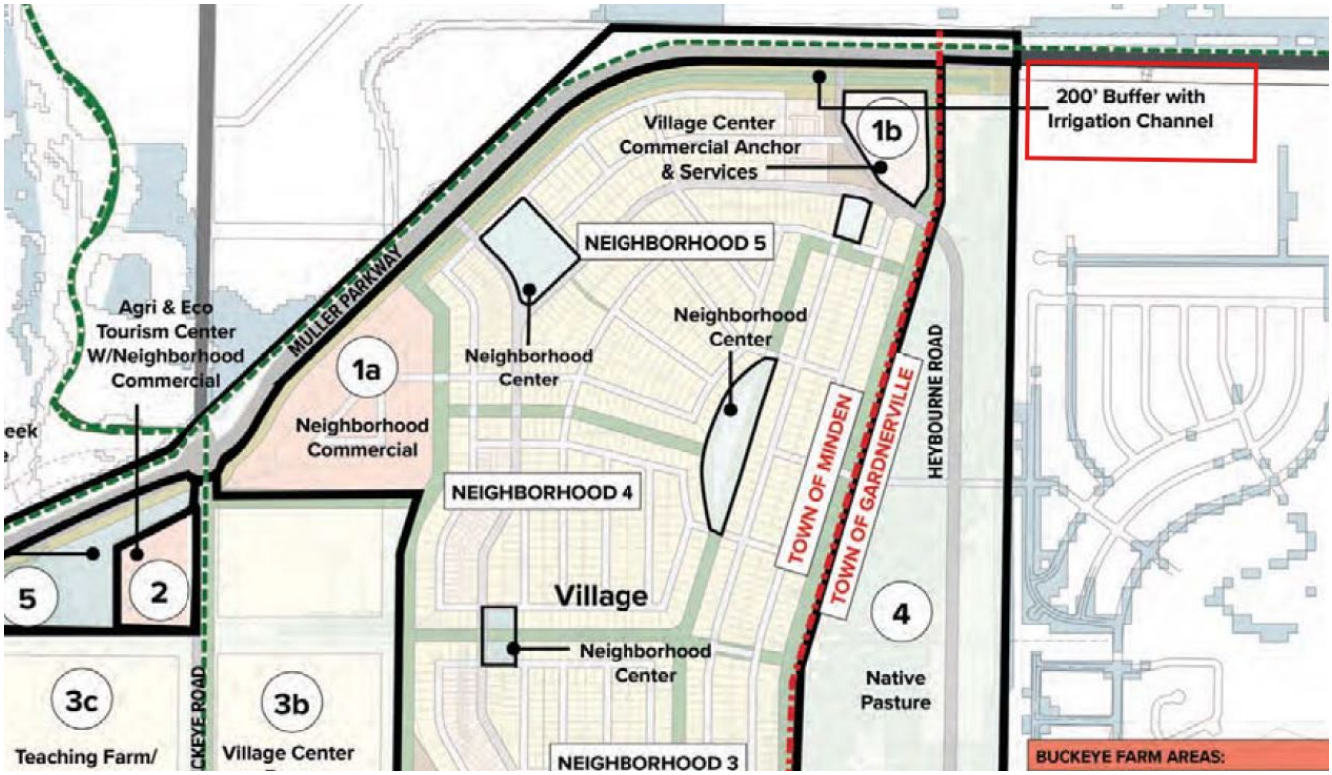
Based on the design goals for Muller Parkway and the utility poles that have already been relocated by NV Energy, the land and adverse impact described in this item is required for the construction of this public road improvement. Staff has been in touch with PRH for a significant period of time regarding this acquisition and possible adverse impact. The project was previously permitted under Site Improvement Permit DE 22-0025 which was signed by PRH on October 3, 2023, and ready to issue to PRH on April 3, 2024. The plans at that time contemplated the need for this additional property and adverse impact. Unfortunately, PRH decided to rescind Site Improvement Permit DE 22-0025 on May

20, 2024, requiring the County to submit its own permit for construction at a considerable increase in time and expense. And since that time, PRH has been disputing the County's permit for constructing Muller Parkway, which led to Resolution 2025R-043.

The BOCC approved Resolution 2025R-043 (attached) on Apil 17, 2025, authorizing the County to proceed with eminent domain proceedings to acquire certain real property from Park Ranch Holdings (PRH) for the construction of Muller Parkway and associated improvements.

As part of the legal proceedings between the County and PRH, a question arose concerning the legal descriptions of the land to be condemned in Resolution 2025R-043. The County elected to resolve the issue and clarify the eminent domain area with formal legal descriptions. This clarification has been completed, and an overall summary of the updated eminent domain areas is attached to this staff report with the requisite legal descriptions.

There have been two changes to the amount of eminent domain area required for the construction of Muller Parkway since Resolution 2025R-043 was adopted. First, the amount of real property in fee title needed for construction of the road has increased to 154,251 Square Feet. The area expanded to include additional area for the construction and maintenance of fill slopes along the westerly side of the road right-of-way. Typically, the fill slopes that extend outside of a road right-of-way are included in a slope easement where the adjacent property owner still retains fee title and pays taxes on the underlying land. By including these areas as part of the legal right-of-way, the taxed area of land is slightly reduced and the County's ability to construct and maintain the road fill slopes is strengthened. The additional area does not materially impact PRH's Buckeye Farm development as it is located within an identified 200-Foot buffer and irrigation area (see exhibit below).



Second, the adverse impact area increased to 294,857 Square Feet. As described above, projects such as roads that are constructed in a floodplain can cause changes to the floodplain mapping by showing a potential adverse impact on surrounding property. County code defines this adverse impact as an increase to the depth of flooding by 1-Foot or more during the 100-year storm event. To determine the location of adversely impacted property, our consultant used engineering software to model the change in flood depths caused by the construction of Muller Parkway. Initially, the consultant used a simple subtraction tool in the ArcGIS program to determine this change in depth and identify the size of the

adversely impacted property. However, the first iteration missed some areas of land that may experience an adverse impact. In places where there was no water before development, the tool could not calculate a change, so those locations showed no value for the depth even if the water level increased based on the road improvements. This led to the consultant underestimating the amount of land that was adversely impacted. To address this issue, the engineer adjusted the model so that places with "no data" were treated as zero depth. When the model was re-run, the areas of adversely impacted land increased to 294,857 Square Feet.

The area of adversely impacted property from flooding is limited to five different parcels owned by PRH located within the approved Buckeye Farm Specific Plan. The approved Specific Plan reserves this area north of Muller Parkway for Native Pasture and floodplain (see exhibit below) not development. Therefore, while the underlying land use is Receiving Area, development is restricted by the land use defined in the specific plan. The County is proposing that a non-exclusive drainage easement be acquired to facilitate the construction and maintenance of Muller Parkway and its associated improvements and to accommodate the changes to the floodplain defined as adverse impact during the 100-year (1% exceedance) storm. As a non-exclusive easement, it would not prohibit the use of the existing land by PRH as it is currently approved or may be approved in the future. A draft of the proposed easement that Douglas County seeks in the eminent domain proceeding is attached.



Since the eminent domain area has increased, the County obtained a new appraisal from The DiFederico Group to determine the fair market value of the amount of property and drainage easements needed for the road construction. The County has made an offer to PRH in the amount of $635,000 as determined by the appraisal and notified PRH of the public meeting where the Board will be considering this matter.

A summary of milestone dates regarding the eminent domain proceedings is provided below.

- June 12, 2024. After PRH withdrew the Site Improvement Permit DE 22-0025, Staff discussed with PRH that additional right-of-way may be needed.
- April 17, 2025. Board approved Resolution 2025R-043 starting eminent domain process.
- May 19, 2025, PRH sued the County for inverse condemnation, seeking more compensation than the County has offered PRH.
- July 29, 2025. Order from the Court discussing the County's election to amend the resolution to resolve questions of the legal description of the eminent domain area.
- August 20, 2025. PRH filed another Motion seeking an injunction and temporary restraining order.
- September 29, 2025. Court denies (orally) PRH's Temporary Restraining Order.
- September 30, 2025. New Eminent Domain area finalized.
- November 5, 2025.
  - New Appraisal completed.
  - District Attorney's office sends PRH Confidential Offer of Compromise.
  - District Attorney's office sends PRH Notice of Public Meeting to Consider Acquisition of Property by Eminent Domain.

The District Attorney's office sent a Confidential Offer of Compromise to PRH and has not received a formal response to date. In accordance with NRS 241.034, a meeting to consider acquisition of real property by exercise of power of eminent domain requires the County to provide written notice to that person (PRH) and this was accomplished by the District Attorney's office on November 5, 2025, in anticipation of an agenda item on the November 20, 2025, Board meeting.

III. FISCAL IMPACT

A fair market appraisal was completed by The DiFederico Group of the updated eminent domain area. The appraisal groups acquisition into two categories, Fee Acquisition and Drainage Easements with the fair market values as summarized below.

Fee Acquisition:	$531,167
Drainage Easements:	$101,535
Total:	$632,702
Rounded Total:	$635,000

IV. Recommendation

PRH has at different times been cooperative and agreeable to selling additional land and at other times uncooperative. The Development Agreement has certain timeframes in place to construct the road and the County needs certainty that the land will be available as we move forward with completing the construction Muller Parkway.

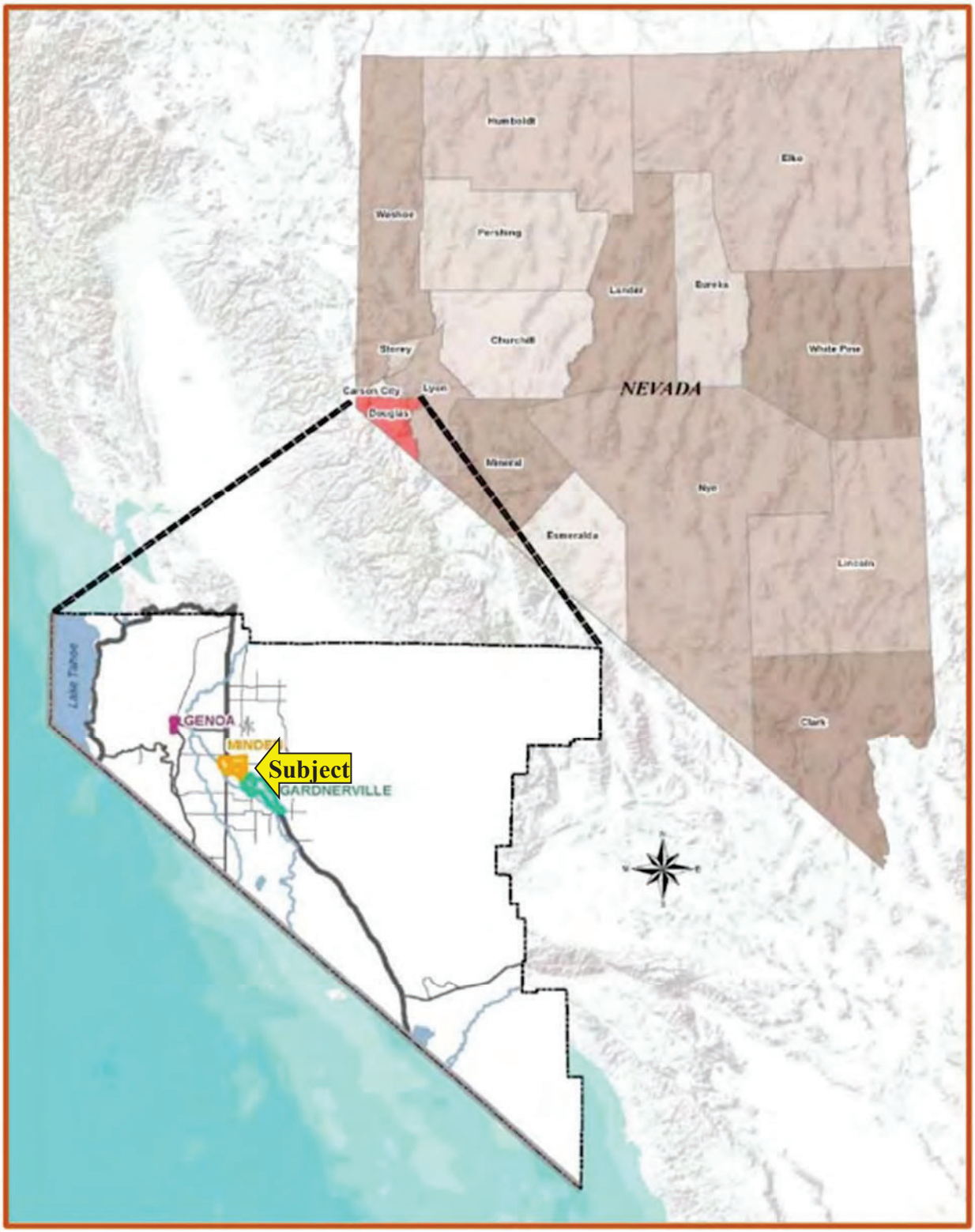
Staff recommends approving Resolution 2025R-043-A to continue eminent domain proceedings and acquire 154,251 Square Feet of land in fee title and 294,857 Square Feet of non-exclusive drainage easement necessary to construct Muller Parkway, from Park Ranch Holdings, LLC for the fair market value of $635,000.

V. ATTACHMENTS

- **A. Vicinity Map**
- **B. Existing Resolution 2025R-043**
- **C. Summary Exhibit of Right-of-Way Acquisitions & Adverse Impact Areas**
- **D. Legal Descriptions and Exhibits of Eminent Domain Areas**
- **E. Proposed Non-Exclusive Drainage Easement**
- **F. Appraisal by The DiFederico Group**
- **G. Noticing**

A. Vicinity Map

AREA MAP


Humboldt
Elko
Washoe
Pershing
Lander
Eureka
Storey
Churchill
White Pine
NEVADA
Carson City
Lyon
Douglas
Mineral
Nye
Esmeralda
Lincoln
Lake Tahoe
GENOA
MINDEN
Subject
GARDNERVILLE
Clark

B. Existing Resolution 2025R-043

RESOLUTION 2025R-043

A RESOLUTION AUTHORIZING EMINENT DOMAIN PROCEEDINGS TO ACQUIRE FROM PARK RANCH HOLDINGS CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY ALONG THE MULLER PARKWAY RIGHT-OF-WAY, FOR THE CONSTRUCTION OF MULLER PARKWAY AND ASSOCIATED IMPROVEMENTS, INCLUDING APPROXIMATELY 0.7 ACRES OF REAL PROPERTY TO ACCOMMODATE CULVERTS AND A ROUNDABOUT, A TEMPORARY CONSTRUCTION EASEMENT, AND AN EASEMENT ACROSS PROPERTIES ADVERSELY IMPACTED FROM FLOODING.

WHEREAS, Douglas County's Board of Commissioners (the "Board") has previously determined that Muller Parkway will provide significant regional benefits to the residents of Douglas County;

WHEREAS, the various phases of Muller Parkway have been identified as priority transportation projects in the Douglas County Transportation Plan;

WHEREAS, the County has been working for over five years to construct Muller Parkway in accordance with the terms of the 2019 Amended Development Agreement with Park Ranch Holdings, LLC, which was adopted by Ordinance 2019-1556-A, and recorded as document number 2019-939704 (the "Development Agreement");

WHEREAS, in cooperation with Park Ranch Holdings, the County has elected to construct portions of Muller Parkway above grade to redirect flood water away from existing and planned developments, including the planned Buckeye Farm Specific Plan area, which is owned by Park Ranch Holdings;

WHEREAS, because of this elevated design, additional sections of land are required for the construction of Muller Parkway to accommodate a planned roundabout at Buckeye Road, irrigation facilities that will allow Park Ranch Holdings to irrigate its existing agricultural land west and south of Muller Parkway, and drainage facilities that will enhance the County's ability to redirect flood water;

WHEREAS, because of this elevated design, easements are also required to accommodate increases to mapped flood areas on Park Ranch Holdings' agricultural properties north of Muller Parkway;

WHEREAS, to access and construct sections of Muller Parkway, the County also requires temporary access to Park Ranch Holdings' property;

WHEREAS, the Development Agreement specifically grants to the County the right to temporarily enter upon Park Ranch Holdings' property to construct Muller Parkway and to install culverts on drainage facilities on Park Ranch Holdings' property;

WHEREAS, the Development Agreement also requires the parties to negotiate in good faith for the purchase of additional right-of-way if necessitated by the design of Muller Parkway, and provides that Park Ranch Holdings must be paid the fair market value for such property;

WHEREAS, consistent with the terms of the Development Agreement and in a spirit of cooperation and good faith, the County has offered to purchase at fair market value all the additional rights-of-way and easements needed for the construction of Muller Parkway from Park Ranch Holdings (and its associated company, Park Newco);

WHEREAS, in a spirit of cooperation and good faith, the County has also offered to pay fair market value for land needed for drainage and irrigation culverts on Park Ranch Holdings property, and to purchase temporary construction easements over Park Ranch Holdings property, even though the Development Agreement expressly grants those benefits to the County;

WHEREAS, Park Ranch Holdings violated the terms of the Development Agreement by refusing the County's offer, declining to sell any additional right-of-way or easements to the County, even when such easements were already authorized by the Development Agreement;

WHEREAS, Nevada Revised Statute Chapter 37 grants counties the power of eminent domain for reservoirs, water rights, canals, aqueducts, flumes, ditches or pipes for conducting water for the use of the inhabitants of any county, for draining any county, for raising the banks of streams, removing obstructions therefrom, and widening, deepening or straightening their channels, for roads, streets and alleys, and all other public purposes for the benefit of any county or the inhabitants thereof;

WHEREAS, on April 3, 2025, consistent with the requirements of NRS 241.034, the County provided notice to Park Ranch Holdings (and its associated company, Park Newco) that the County was considering taking the necessary land and easements through the eminent domain process, and that a hearing to consider the process would be held on April 17, 2025;

WHEREAS, on April 17, 2025, the Board conducted a public hearing and reviewed reports and recommendations of the County Engineer, as well as the County's engineering consultants, CA Group and JE Fuller, and examined the various possible methods of constructing Muller Parkway without the additional land and easements; and

WHEREAS, on April 17, 2025, the Board determined that additional land and easements on land owned by Park Ranch Holdings (and its associated company, Park Newco) were necessary to construct Muller Parkway in a manner which is compatible with the greatest public good and the least private injury.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Douglas County, Nevada:

Section 1. That the Board intends, through the exercise of the power of eminent domain, to acquire those portions of property, or an interest in those portions of property, owned by Park Ranch Holdings and/or its associated company, Park Newco, which are identified in the attached "**Exhibit A**" and depicted in the attached "**Exhibit B**" (the "Park Property");

Section 2. That the public use for which the Park Property is to be taken is for the construction and maintenance of Muller Parkway and its associated drainage and irrigation facilities, for certain temporary construction activities, and to accommodate the relocation of flood water.

Section 3. That Muller Parkway and its associated drainage and irrigation improvements are planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

Section 4. That the Park Property is necessary for the completion of Muller Parkway and its associated drainage and irrigation improvements.

Section 5. That offers were made to Park Ranch Holdings and Park Newco to compensate them for the use and/or loss of their real property.

Section 6. That the County is authorized and empowered: (a) to acquire the Park Property, or an interest therein, necessary to construct Muller Parkway and its associated drainage and irrigation improvements by condemnation in accordance with the

provisions of Nevada law; (b) to prosecute in the appropriate court, with the aid of the Douglas County District Attorney's Office, such proceedings in eminent domain as are necessary for the acquisition of the Park Property, or an interest therein, to construct Muller Parkway and its associated drainage and irrigation improvements; (c) to deposit the probably amount of compensation for the taking of the Park Property with the appropriate authority; and (d) to make applications to a court of competent jurisdiction for an order permitting Douglas County to take immediate possession and use of the Park Property as allowed by Nevada law.

ADOPTED this 17th day of April, 2025, by the following vote:

Ayes:	Commissioners:	Hales
		Gardner
		Tolbert
Nays:	Commissioners:	Rice
		Tarkanian
Absent:	Commissioners:	

Sharla Hales, Chair
Douglas County Board of Commissioners

ATTEST:

Amy Burgans, Douglas County Clerk-Treasurer

EXHIBIT A
PARK PROPERTY

Property Acquisition for Right-of-Way

APN	Owner	Land Area to be Acquired
1320-28-000-054	Park Ranch Holdings, LLC	7,670± square feet
1320-28-000-055	Park Ranch Holdings, LLC	1,823± square feet
1320-28-000-056	Park Ranch Holdings, LLC	2,145± square feet
1320-28-000-039	Park Ranch Holdings, LLC	4,884± square feet
1320-34-001-035	Park NewCo	874± square feet
1320-28-000-040	Park Ranch Holdings, LLC	12,166± square feet
	TOTAL	**29,562± square feet (0.68± acres)**

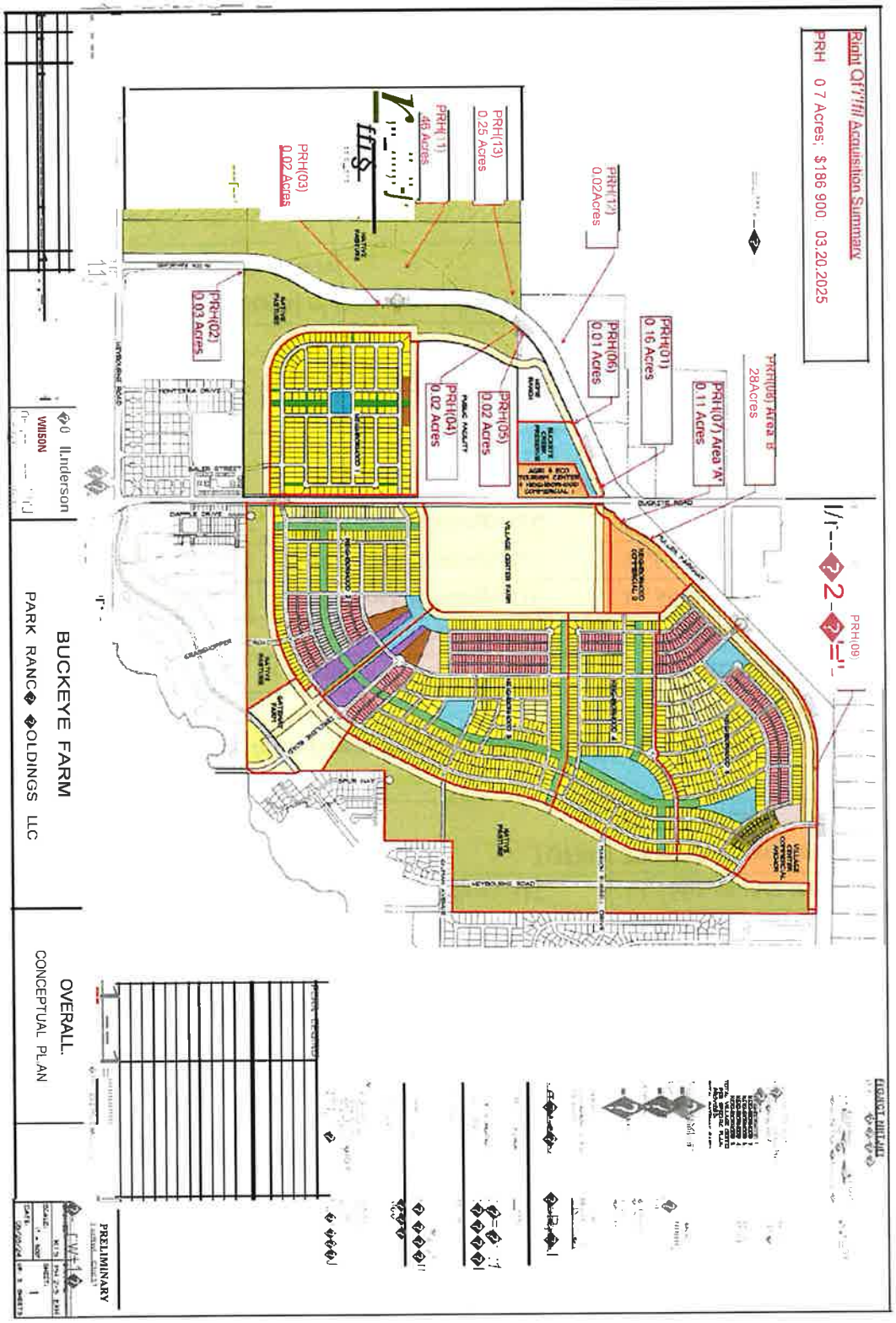
Easements for Adverse Impact from Increased Flow Depths

APN	Owner	Easement Area
1320-21-000-017	Park Ranch Holdings, LLC	3,776± square feet
1320-21-000-019	Park Ranch Holdings, LLC	11,367± square feet
1320-28-000-042	Park Ranch Holdings, LLC	32,638± square feet
1320-20-000-022	Park Ranch Holdings, LLC	6,350± square feet
	TOTAL	**54,131± square feet (1.24± acres)**

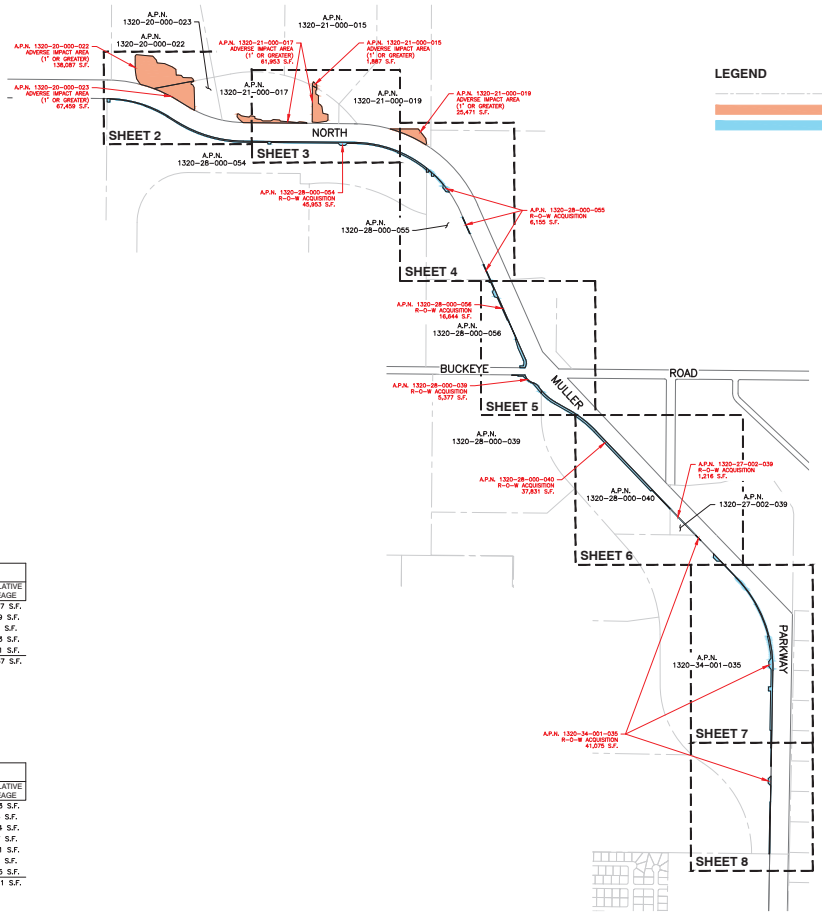
Temporary Workspace Easements

76,261± square feet (1.75± acres) of land area adjacent to portions of the south side of the existing Muller Parkway right-of-way.

EXHIBIT B
PARK PROPERTY



C. Summary Exhibit of Right-of-Way Acquisitions & Adverse Impact Areas



ADVERSE IMPACT AREAS		
ASSESSOR'S PARCEL NUMBER	OWNERSHIP	CUMULATIVE ACREAGE
1320-20-000-022	PARK RANCH HOLDINGS LLC	138,087 S.F.
1320-20-000-023	PARK RANCH HOLDINGS LLC	67,459 S.F.
1320-21-000-015	PARK RANCH HOLDINGS LLC	1,887 S.F.
1320-21-000-017	PARK RANCH HOLDINGS LLC	61,953 S.F.
1320-21-000-019	PARK RANCH HOLDINGS LLC	25,471 S.F.
	TOTAL	294,857 S.F.

RIGHT-OF-WAY ACQUISITIONS		
ASSESSOR'S PARCEL NUMBER	OWNERSHIP	CUMULATIVE ACREAGE
1320-28-000-054	PARK RANCH HOLDINGS LLC	45,953 S.F.
1320-28-000-055	PARK RANCH HOLDINGS LLC	6,155 S.F.
1320-28-000-056	PARK RANCH HOLDINGS LLC	16,644 S.F.
1320-28-000-039	PARK RANCH HOLDINGS LLC	5,377 S.F.
1320-28-000-040	PARK RANCH HOLDINGS LLC	37,831 S.F.
1320-27-002-039	PARK RANCH HOLDINGS LLC	1,216 S.F.
1320-34-001-035	PARK NEWCO	41,075 S.F.
	TOTAL	154,251 S.F.

REVISION	DATE

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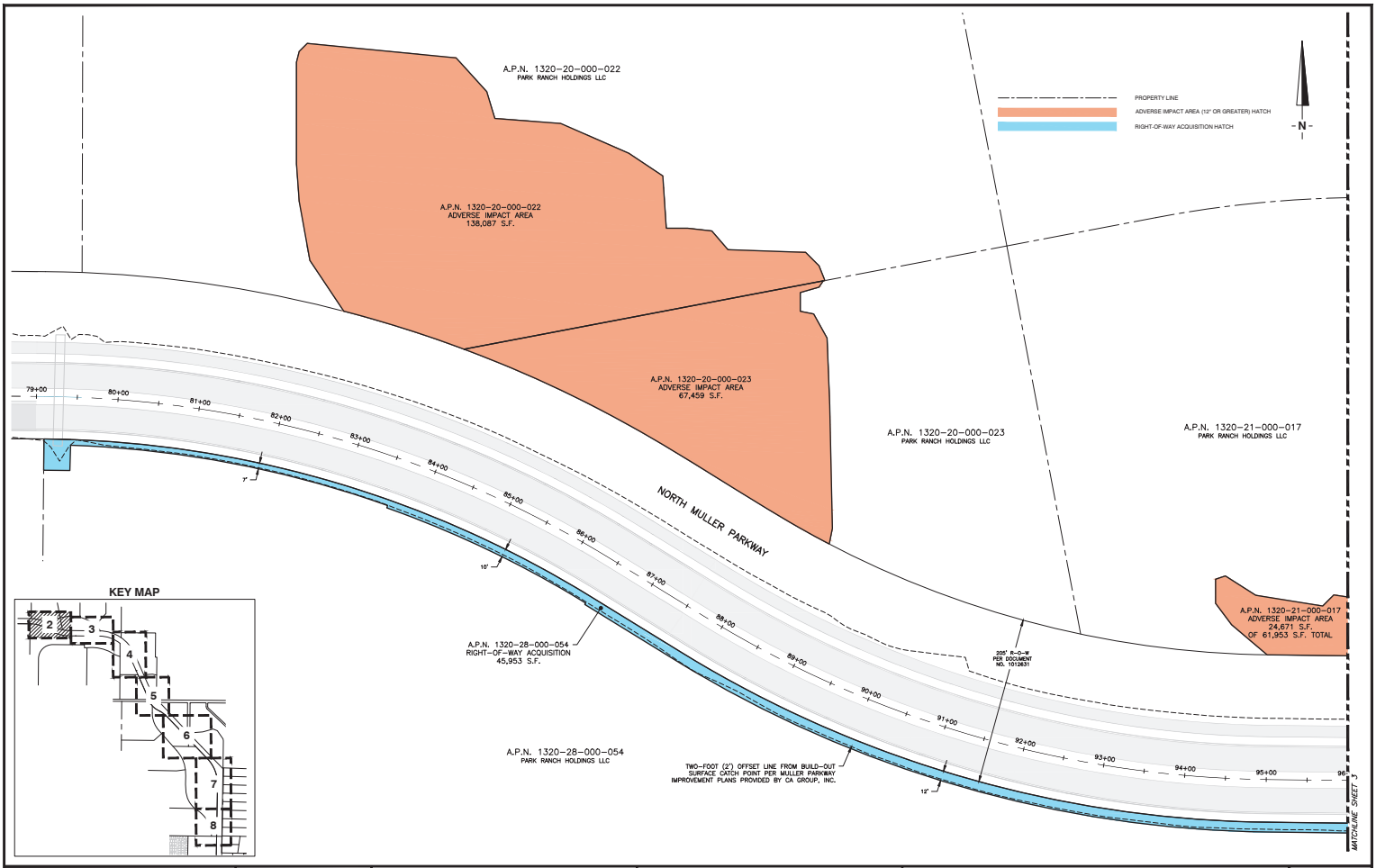
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DOUGLAS COUNTY, NEVADA

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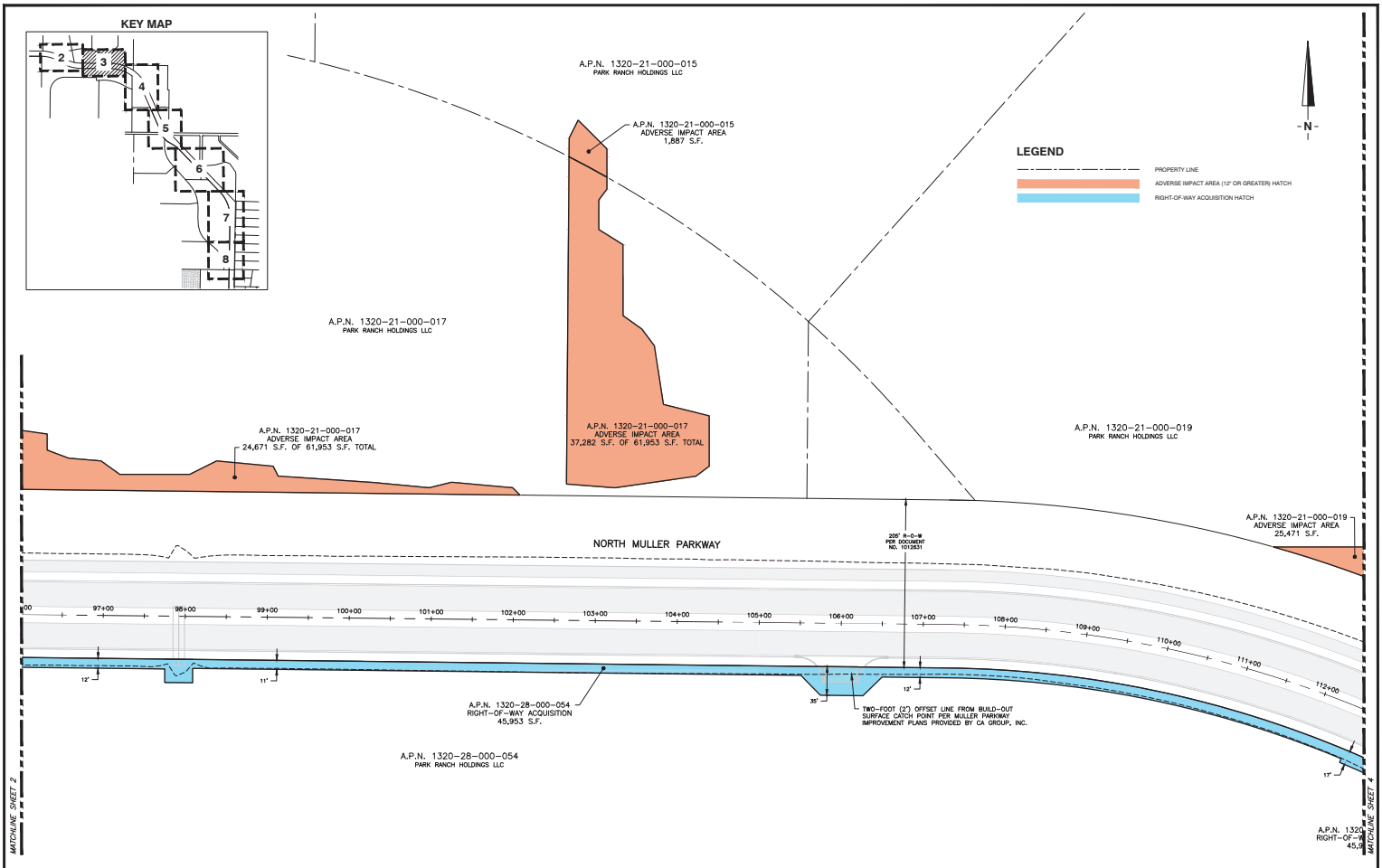
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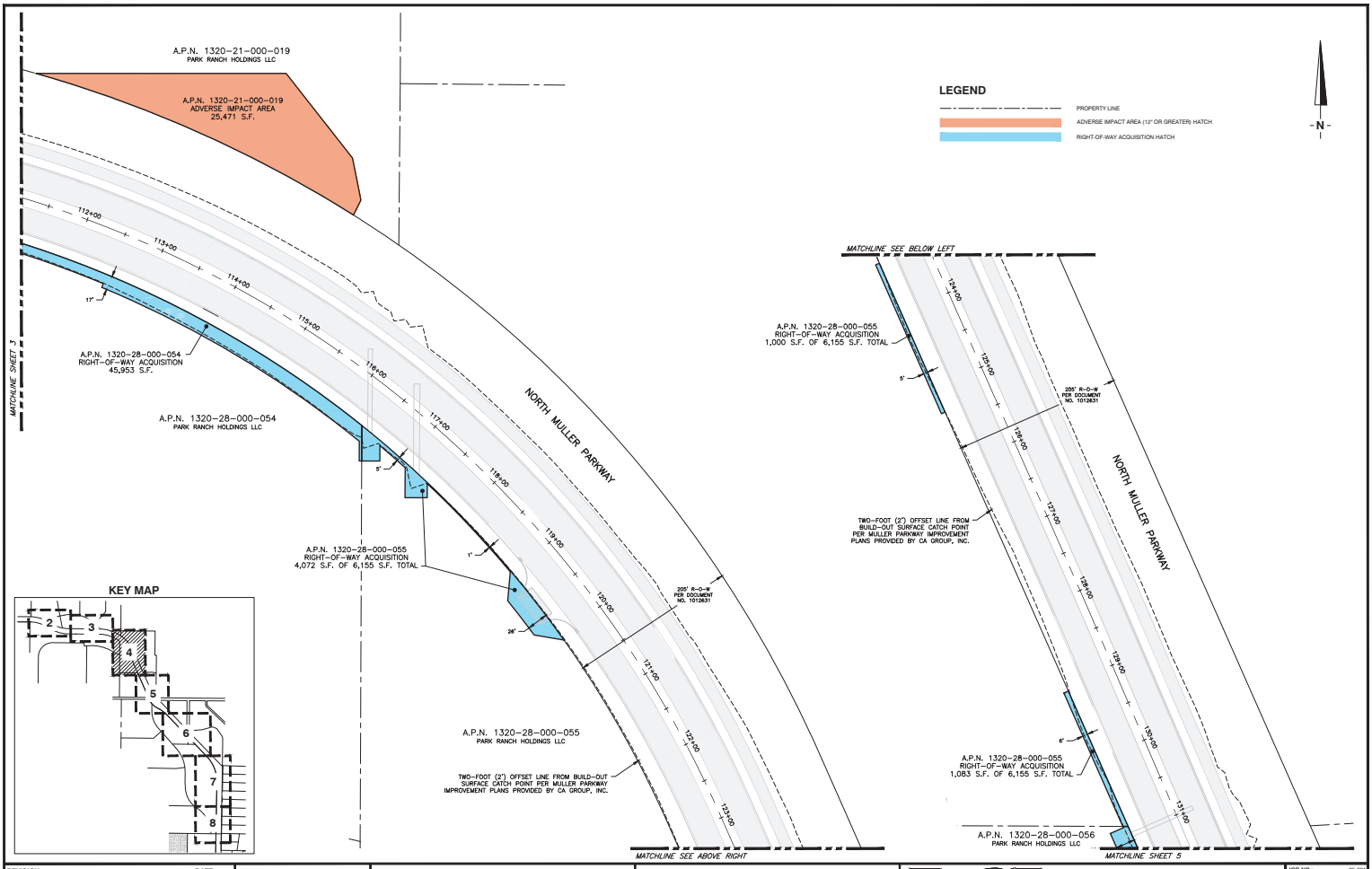
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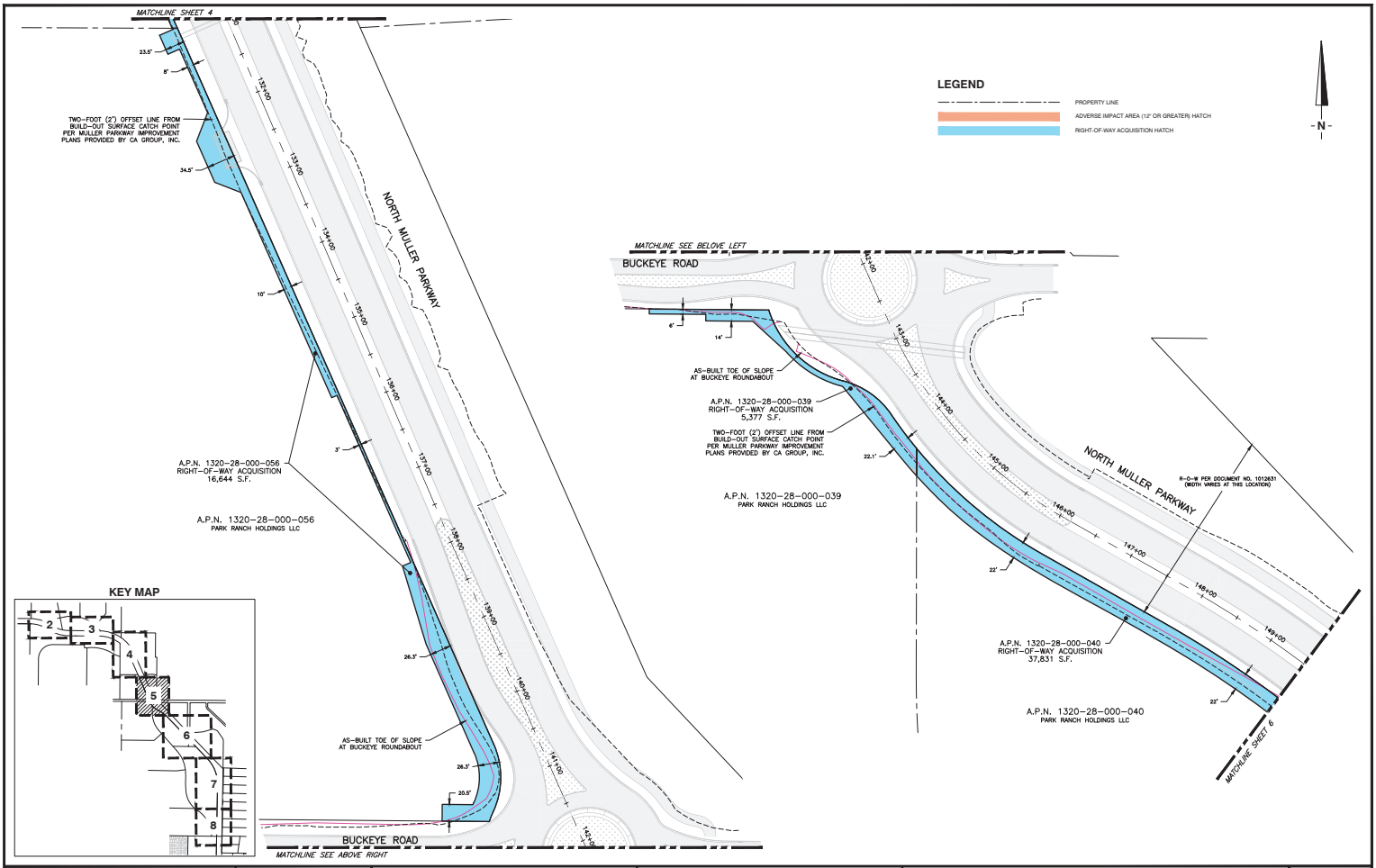
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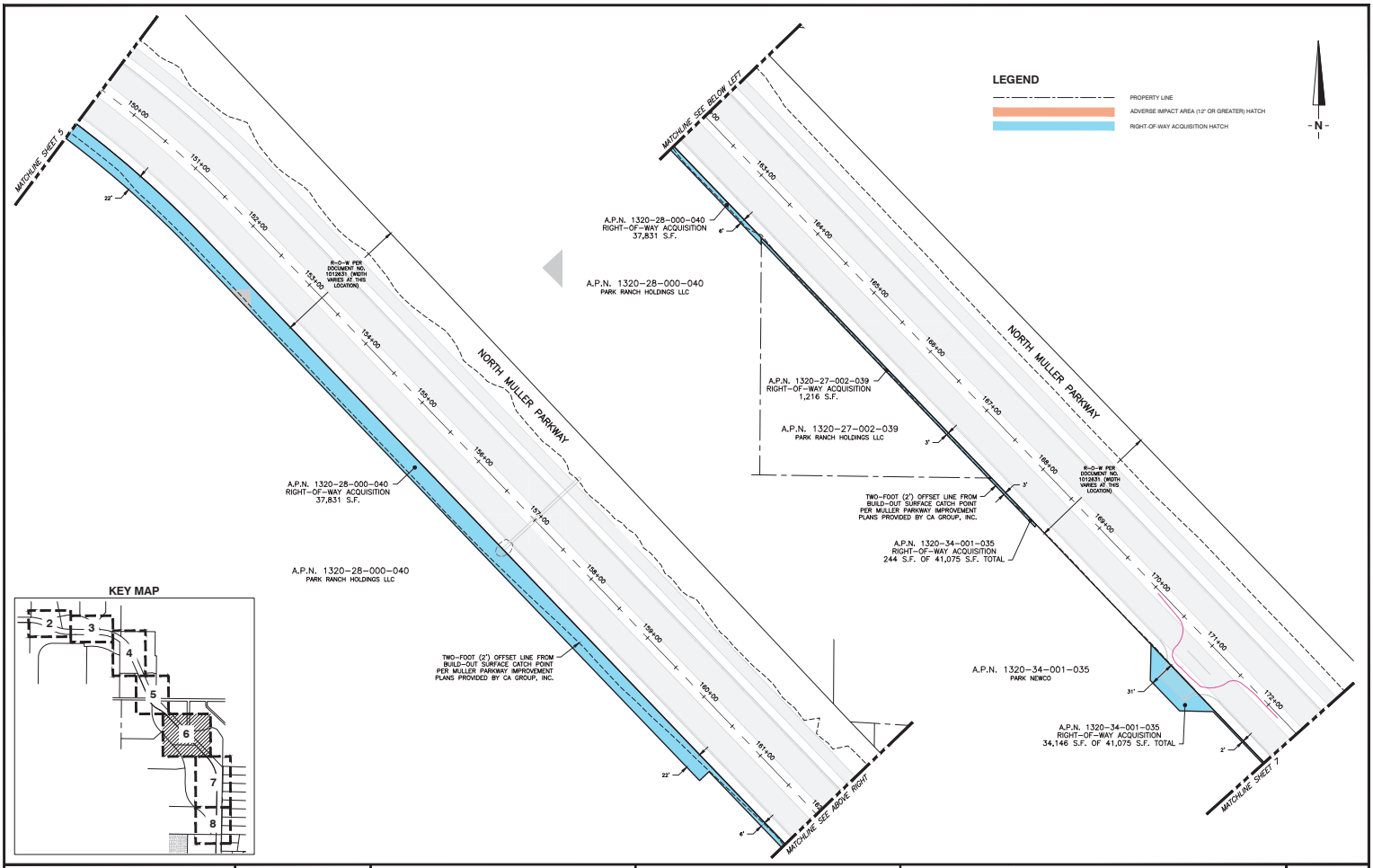
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SHEET 5 OF 8



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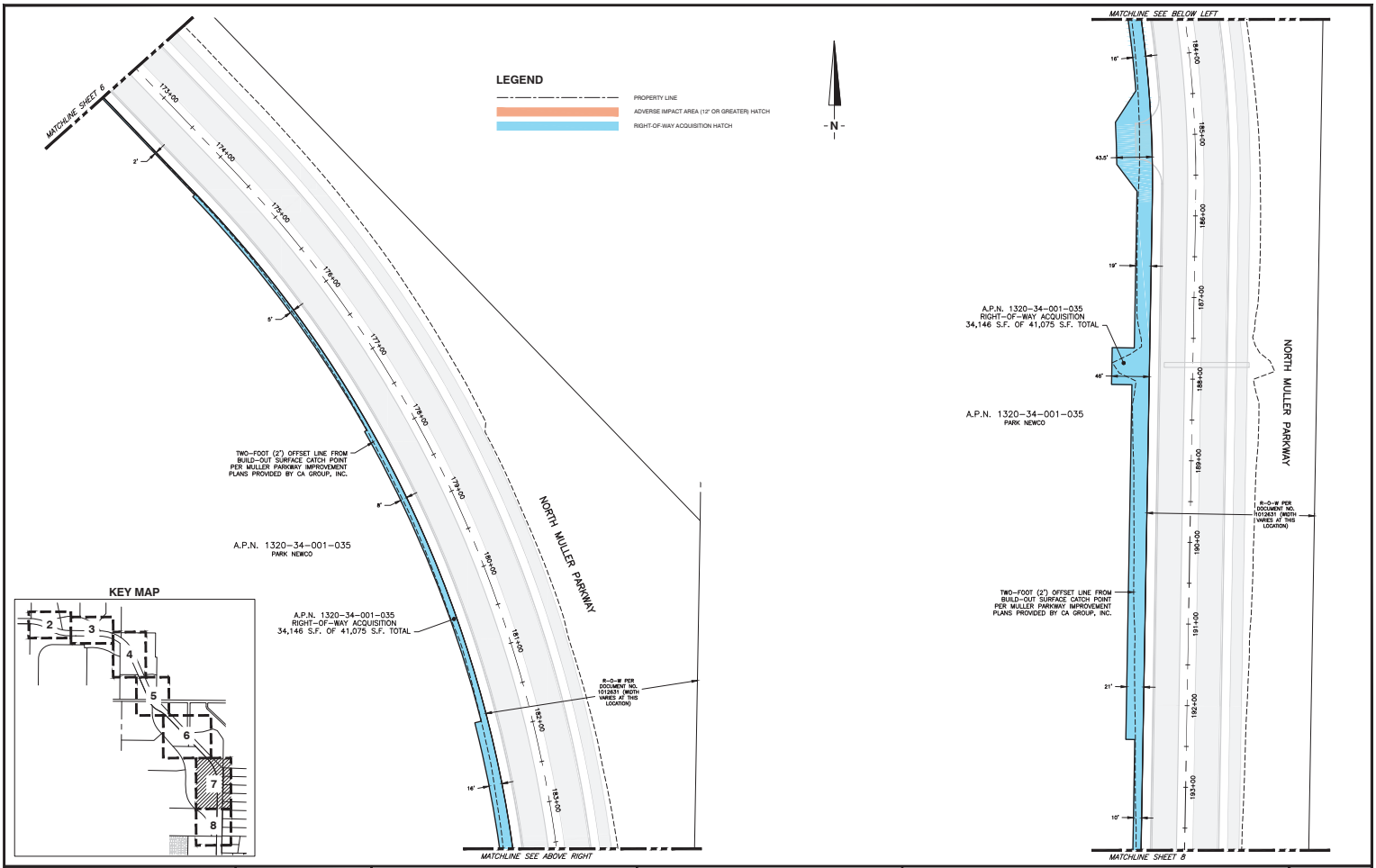
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SHEET 6 OF 8



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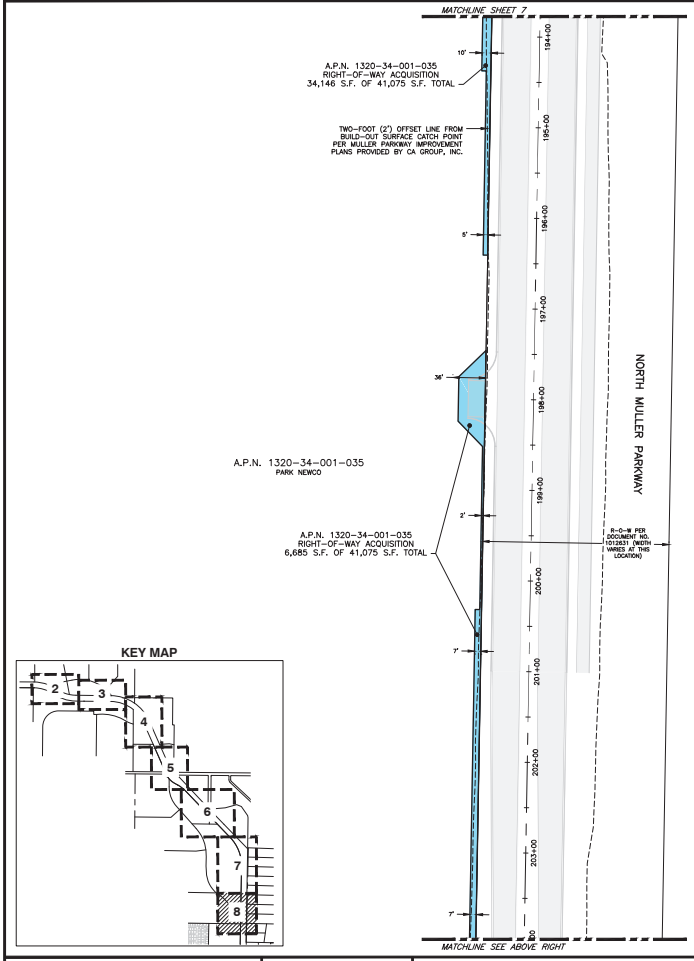
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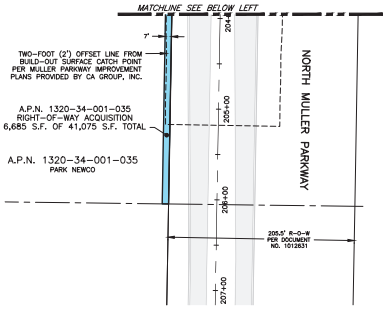
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SHEET 7 OF 8





LEGEND

PROPERTY LINE

ADVERSE IMPACT AREA (12" OR GREATER) HATCH

RIGHT-OF-WAY ACQUISITION HATCH

N

REVISION	DATE

0 50 100
SCALE:1"=50'

NORTH MULLER PARKWAY
DOUGLAS COUNTY, NEVADA

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SHEET 8 OF 8

D. Legal Descriptions and Exhibits of Eminent Domain Areas

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-27-002-039)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 27 and in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 02°19'44" West, a distance of 1,501.55 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence along said southwesterly right-of-way line South 43°45'29" East, a distance of 408.48 feet to point that intersects the southerly boundary line of A.P.N. 1320-27-002-039 as determined from said Record of Survey for Muller Parkway;

Thence along said southerly boundary line North 89°14'00" West, a distance of 4.21 feet;

Thence parallel with and 3.00 feet westerly from said westerly right-of-way line North 43°45'29" West, a distance of 402.44 feet to a point on the westerly boundary line of said A.P.N. 1320-27-002-039;

Thence along said westerly boundary line North 00°23'24" East, a distance of 4.31 feet to the **POINT OF BEGINNING**, containing 1,216 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

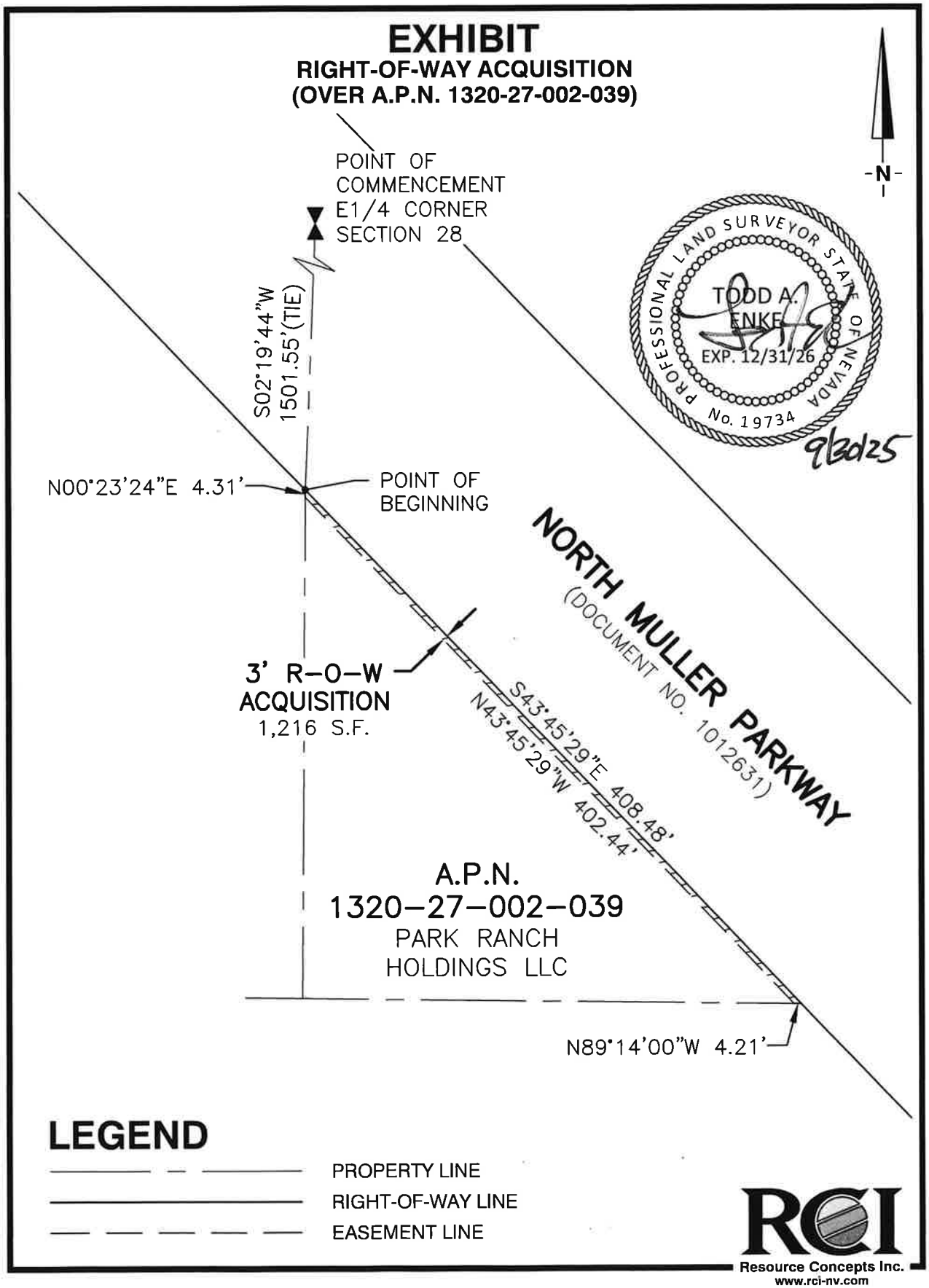
Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25


EXHIBIT
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-27-002-039)
POINT OF COMMENCEMENT
E1/4 CORNER
SECTION 28
N
S02°19'44"W
1501.55'(TIE)
PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25
N00°23'24"E 4.31'
POINT OF BEGINNING
NORTH MULLER PARKWAY
(DOCUMENT NO. 1012631)
3' R-O-W ACQUISITION
1,216 S.F.
S43°45'29"E 408.48'
N43°45'29"W 402.44'
A.P.N.
1320-27-002-039
PARK RANCH HOLDINGS LLC
N89°14'00"W 4.21'
LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-039)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 82°23'02" West, a distance of 1,495.10 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence leaving said right-of-way line South 00°06'42" West, a distance of 33.60 feet along the easterly property line of A.P.N. 1320-28-000-039;

Thence leaving said property line northwesterly along a curve to the right having a radial bearing of North 47°56'02" East to the center point, a radius of 574.50 feet, a central angle of 02°45'07", and an arc length of 27.59 feet;

Thence North 39°18'51" West, a distance of 114.87 feet to a point 6.50 feet southwesterly from said right-of-way line;

Thence parallel with and 6.50 feet southwesterly from said right-of-way line along a curve to the right having a radial bearing of North 14°19'04" East to the center point, a radius of 136.50 feet, a central angle of 34°32'36", and an arc length of 82.30 feet;

Thence North 47°43'45" West, a distance of 55.23 feet;

Thence North 89°29'25" West, a distance of 57.52 feet;

Thence North 00°30'35" East, a distance of 8.00 feet;

Thence North 89°29'25" West, a distance of 69.31 feet;

Thence North 00°30'35" East, a distance of 6.00 feet to a point on the southerly right-of-way line of Buckeye Road;

Thence along said southerly right-of-way line South 89°29'25" East, a distance of 146.31 feet to a point that intersects the southwesterly right-of-way line of Muller Parkway;

Thence along said southwesterly right-of-way line the following three (3) courses and distances:

Southwesterly along a curve to the left having a radial bearing of North 72°37'18" East to the center point, a radius of 130.00 feet, a central angle of 58°18'14" and an arc length of 132.29 feet;

Southwesterly along a reverse curve to the right having a radius of 100.00 feet, a central angle of 41°35'35" and an arc length of 72.59 feet;

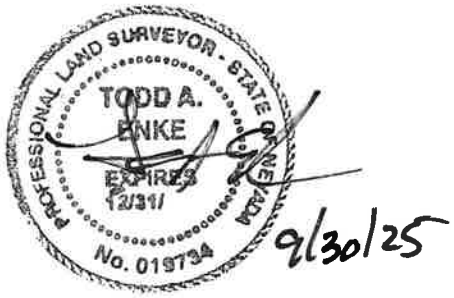
Southwesterly along a reverse curve to the left having a radius of 552.50 feet, a central angle of 05°23'37" and an arc length of 52.01 feet to the POINT OF BEGINNING, containing 5,377 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

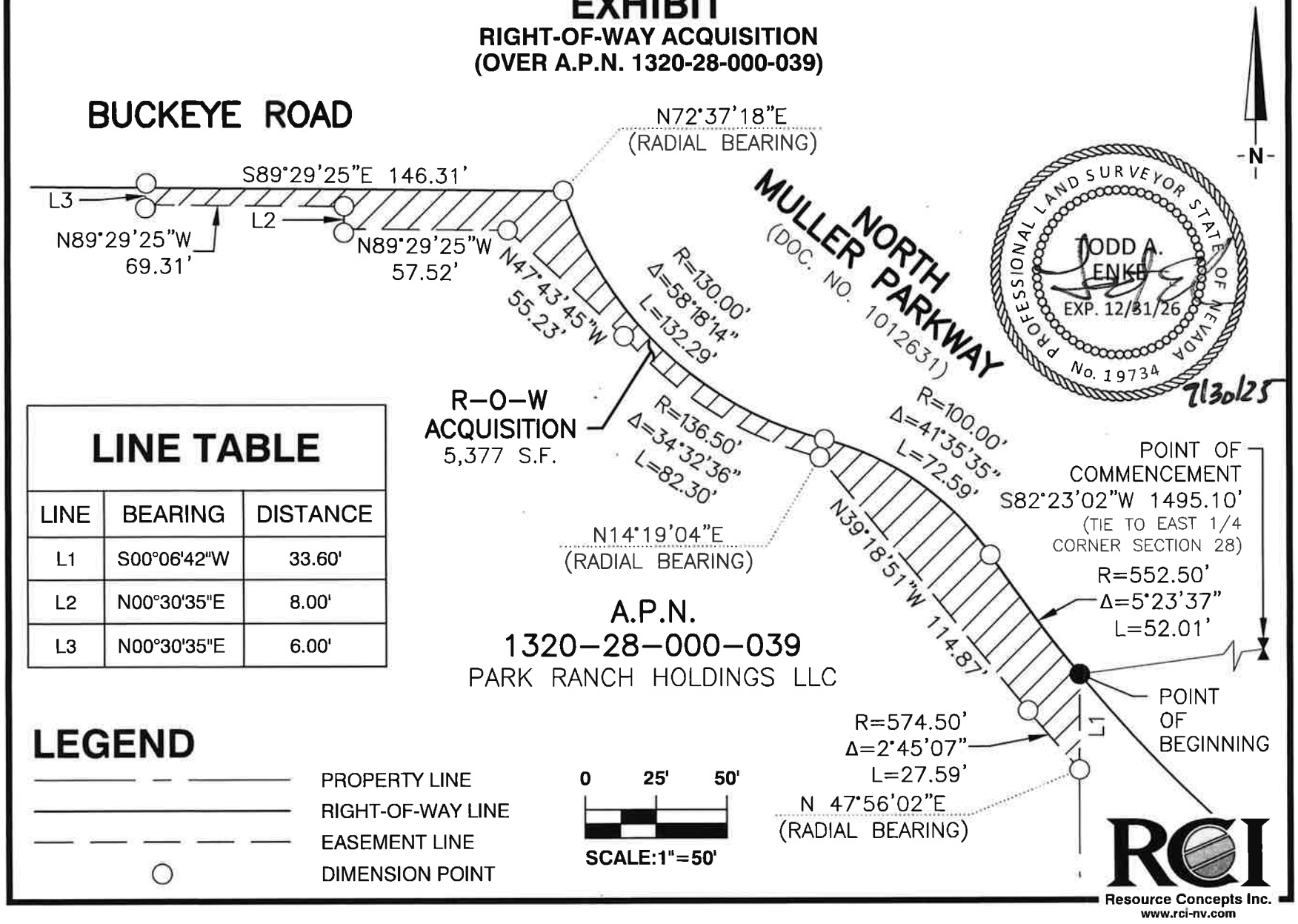
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

EXHIBIT

RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-039)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°06'42"W	33.60'
L2	N00°30'35"E	8.00'
L3	N00°30'35"E	6.00'

LEGEND

PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
DIMENSION POINT

0 25' 50'
SCALE:1"=50'

RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 82°23'02" West, a distance of 1,495.10 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence along said southwesterly right-of-way line of North Muller Parkway the following four (4) courses and distances:

Southeasterly along a curve to the left having a radial bearing of North 50°31'02" East to the center point, a radius of 552.50 feet, a central angle of 21°00'54", and an arc length of 202.65 feet;

South 60°29'52" East, a distance of 169.48 feet;

Southeasterly along a curve to the right having a radius of 1,297.50 feet, a central angle of 16°44'23", and an arc length of 379.08 feet;

South 43°45'29" East, a distance of 1,186.88 feet to a point that intersects the easterly boundary line of A.P.N. 1320-28-000-040;

Thence along said easterly boundary line South 00°23'24" West, a distance of 8.61 feet;

Thence leaving said easterly boundary line North 43°45'29" West, a distance of 290.93 feet;

Thence South 46°14'31" West, a distance of 16.00 feet;

Thence North 43°45'29" West, a distance of 902.13 feet;

Thence northwesterly along a curve to the left having a radius of 1,275.50 feet, a central angle of 16°44'23", and an arc length of 372.65 feet;

Thence North 60°29'52" West, a distance of 169.48 feet;

Thence northwesterly along a curve to the right having a radius of 574.50 feet, a central angle of 18°25'54" and an arc length of 184.81 feet to the westerly boundary line of A.P.N. 1320-28-000-040;

Thence along said westerly boundary line North 00°06'42" East, a distance of 33.60 feet to the **POINT OF BEGINNING**, containing 37,831 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
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340 N. Minnesota St.
Carson City, NV 89703
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9/30/25

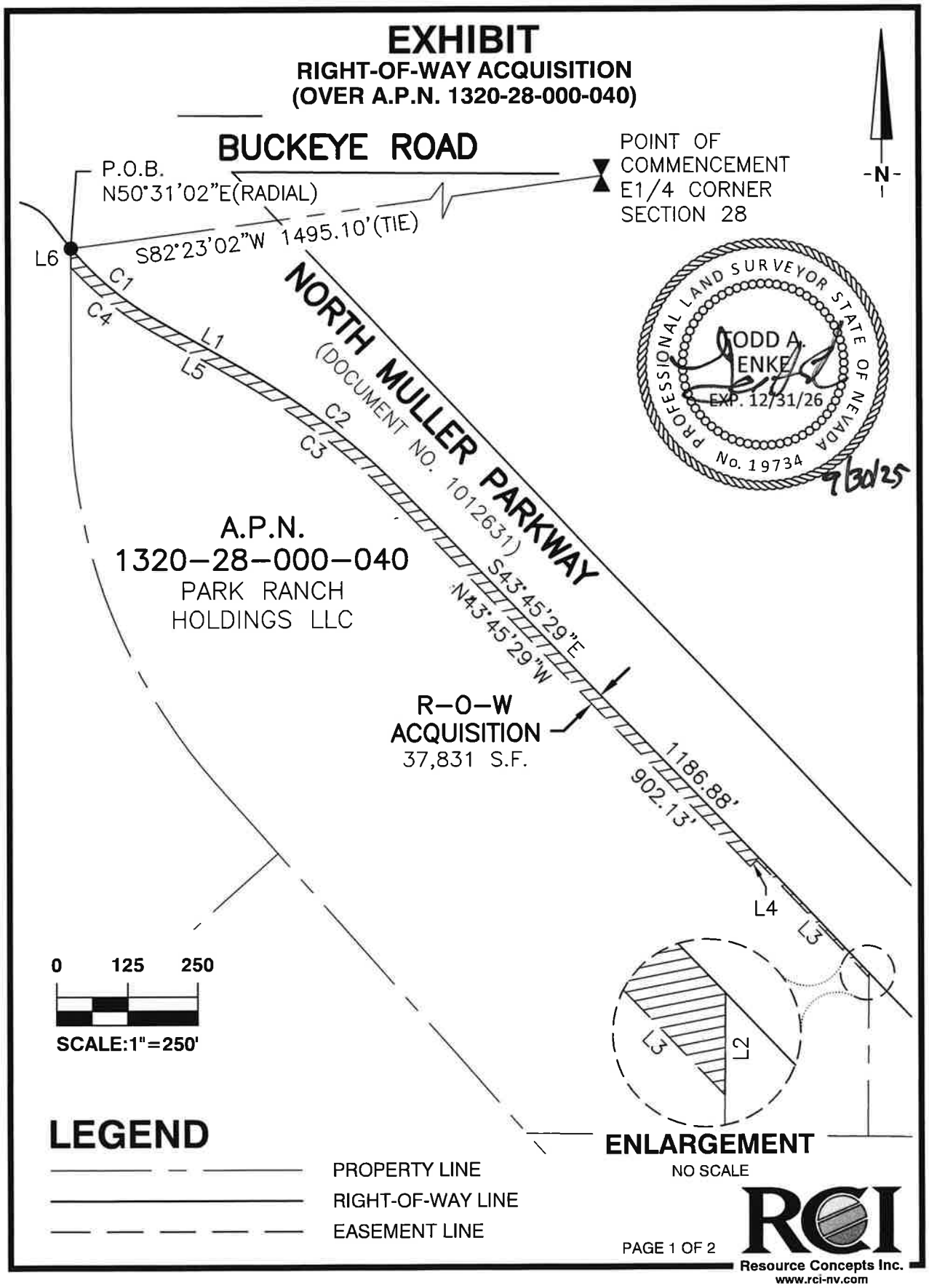
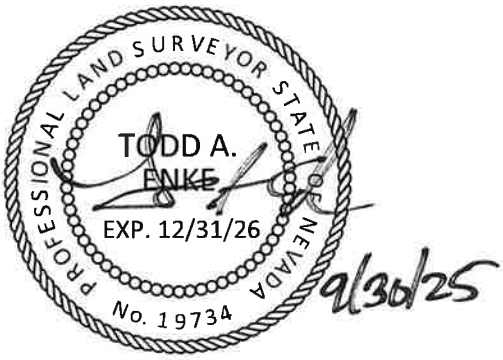

EXHIBIT
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)
BUCKEYE ROAD
POINT OF COMMENCEMENT E1/4 CORNER SECTION 28
P.O.B.
N50°31'02"E(RADIAL)
S82°23'02"W 1495.10'(TIE)
L6
C1
C4
L1
L5
C2
C3
NORTH MULLER PARKWAY
(DOCUMENT NO. 1012631)
A.P.N.
1320-28-000-040
PARK RANCH
HOLDINGS LLC
S43°45'29"E
N43°45'29"W
R-O-W
ACQUISITION
37,831 S.F.
1186.88'
902.13'
L4
L3
L3
L2
ENLARGEMENT
NO SCALE
N
PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25
0 125 250
SCALE:1"=250'
LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
PAGE 1 OF 2
RCI
Resource Concepts Inc.
www.rci-nv.com

EXHIBIT
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	202.65'	552.50'	21°00'54"
C2	379.08'	1297.50'	16°44'23"
C3	372.65'	1275.50'	16°44'23"
C4	184.81'	574.50'	18°25'54"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°29'52"E	169.48'
L2	S00°23'24"W	8.61'
L3	N43°45'29"W	290.93'
L4	S46°14'31"W	16.00'
L5	N60°29'52"W	169.48'
L6	N00°06'42"E	33.60'



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DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, in a portion of northwest one-quarter (NW1/4) of Section 28 and in a portion of the northeast one-quarter (NE1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING from the northwest corner of Parcel 4 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the southerly right-of-way line of Muller Parkway;

Thence along said southerly right-of-way line the following five (5) courses and distances:

Easterly along a curve to the right having a radial bearing of South 00°30'15" West to the center point, a radius of 1,297.50 feet, a central angle of 31°06'32" and an arc length of 704.48 feet;

South 58°23'13" East, a distance of 131.56 feet;

Easterly along a curve to the left having a radius of 1,402.50 feet, a central angle of 30°59'32" and an arc length of 758.64 feet;

South 89°20'45" East, a distance of 1,226.14 feet;

Easterly along a curve to the right having a radius of 1,297.50 feet, a central angle of 38°04'53" and an arc length of 862.38 feet to the northeast corner of said Parcel 4;

Thence along the easterly boundary line of said Parcel 4 South 00°13'58" West, a distance of 43.67 feet;

Thence leaving said easterly boundary line North 89°59'06" West, a distance of 3.09 feet;

Thence North 00°25'31" East, a distance of 24.30 feet;

Thence westerly along a curve to the left having a radial bearing of South 39°08'11" West to the center point, a radius of 1,280.50 feet, a central angle of 16°32'57" and an arc length of 369.86 feet;

Thence North 22°35'13" East, a distance of 5.00 feet;

Thence westerly along a curve to the left having a radial bearing of South 22°35'13" West to the center point, a radius of 1,285.50 feet, a central angle of 21°57'58" and an arc length of 492.84 feet;

Thence North 89°20'45" West, a distance of 80.07 feet;
Thence South 45°39'15" West, a distance of 32.53 feet;
Thence North 89°20'45" West, a distance of 52.00 feet;
Thence North 44°20'45" West, a distance of 33.94 feet;
Thence North 89°20'45" West, a distance of 741.77 feet;
Thence South 00°02'25" West, a distance of 17.50 feet;
Thence North 89°20'45" West, a distance of 34.00 feet;
Thence North 00°02'25" East, a distance of 16.50 feet;
Thence North 89°20'45" West, a distance of 271.32 feet;
Thence westerly along a curve to the right having a radius of 1,417.45 feet, a central angle of 30°55'33" and an arc length of 765.08 feet;
Thence North 58°23'13" West, a distance of 131.56 feet;
Thence North 31°36'47" East, a distance of 2.00 feet;
Thence westerly along a curve to the left having a radial bearing of South 31°36'47" West to the center point, a radius of 1,287.50 feet, a central angle of 12°02'22" and an arc length of 270.54 feet;
Thence North 19°34'25" East, a distance of 3.00 feet;
Thence westerly along a curve to the left having a radial bearing of South 19°34'25" West to the center point, a radius of 1,290.50 feet, a central angle of 17°37'05" and an arc length of 396.82 feet;
Thence South 01°33'49" West, a distance of 30.90 feet;
Thence North 89°29'15" West, a distance of 32.12 feet to the westerly boundary line of said Parcel 4;
Thence along said westerly boundary line North 00°30'45" East, a distance of 38.30 feet to the **POINT OF BEGINNING**, containing 45,953 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

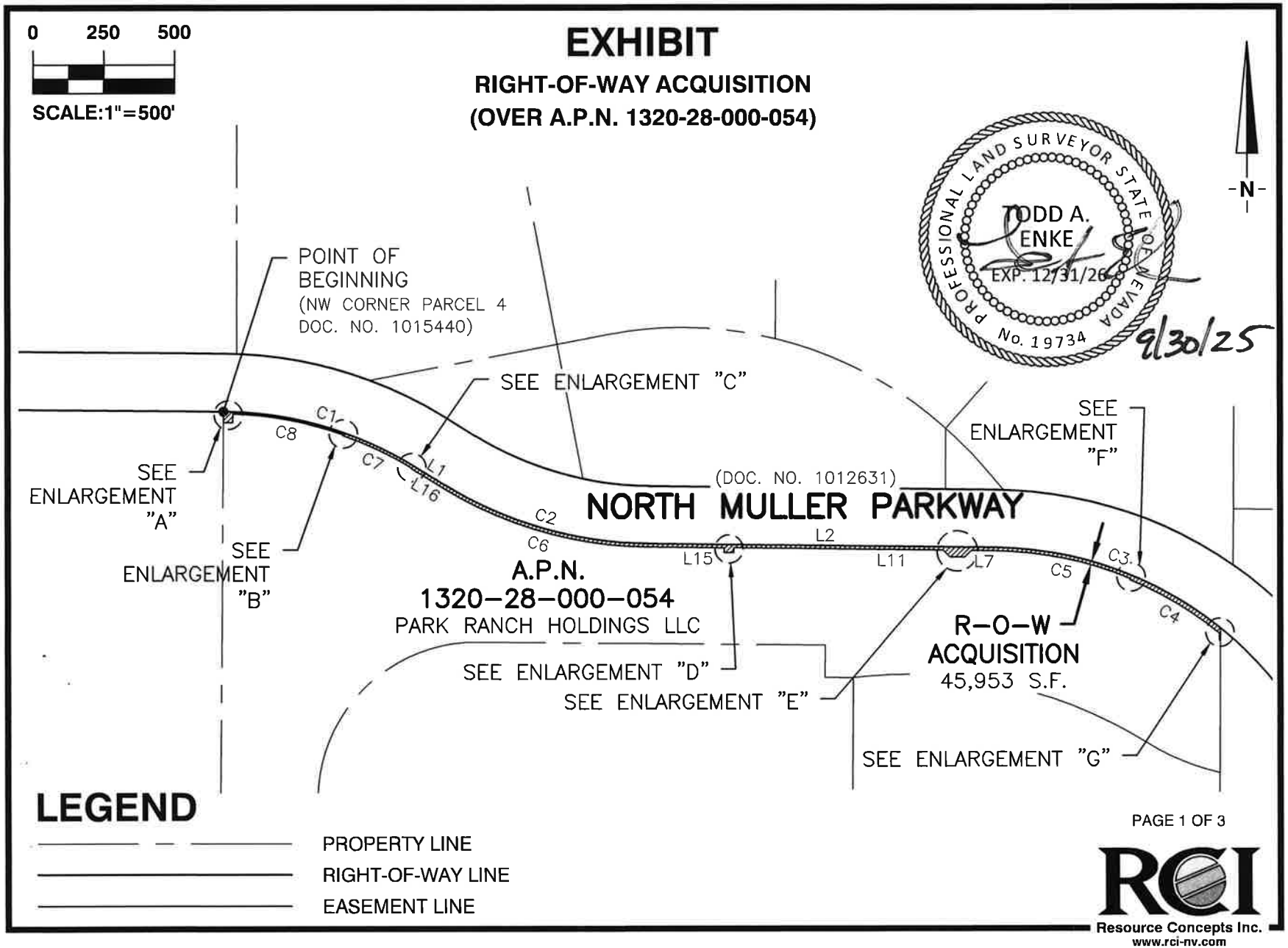
Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
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(775) 883-1600



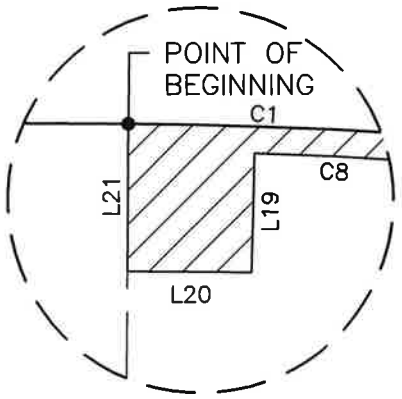
9/30/25



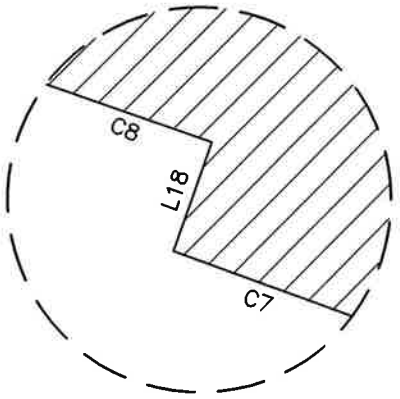
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EXHIBIT

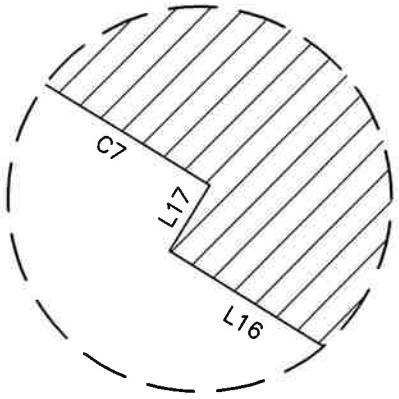
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)



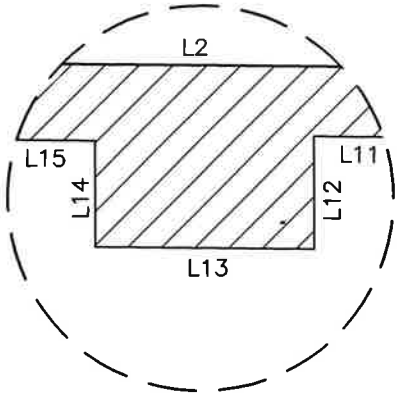
ENLARGEMENT "A"
NO SCALE



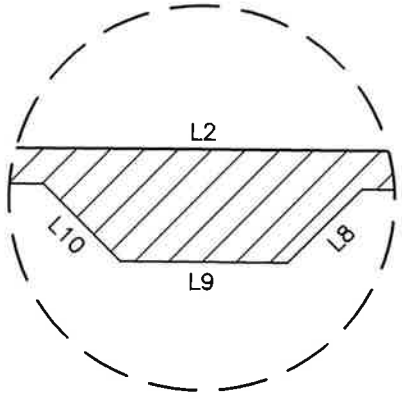
ENLARGEMENT "B"
NO SCALE



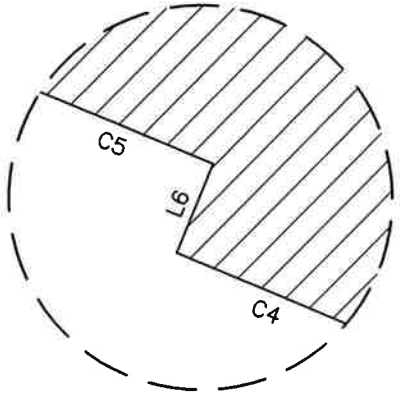
ENLARGEMENT "C"
NO SCALE



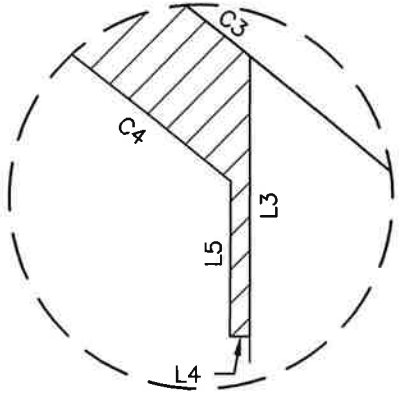
ENLARGEMENT "D"
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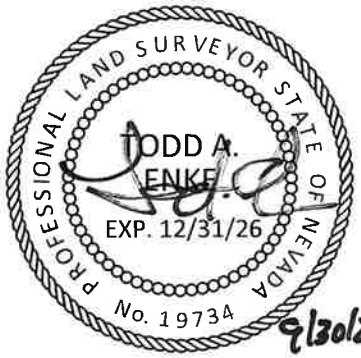
ENLARGEMENT "E"
NO SCALE



ENLARGEMENT "F"
NO SCALE



ENLARGEMENT "G"
NO SCALE



9/30/25

RCI
Resource Concepts Inc.
www.rci-nv.com

670

EXHIBIT

RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S58°23'13"E	131.56'
L2	S89°20'45"E	1226.14'
L3	S00°13'58"W	43.67'
L4	N89°59'06"W	3.09'
L5	N00°25'31"E	24.30'
L6	N22°35'13"E	5.00'
L7	N89°20'45"W	80.07'
L8	S45°39'15"W	32.53'
L9	N89°20'45"W	52.00'
L10	N44°20'45"W	33.94'
L11	N89°20'45"W	741.77'

LINE TABLE

LINE	BEARING	DISTANCE
L12	S00°02'25"W	17.50'
L13	N89°20'45"W	34.00'
L14	N00°02'25"E	16.50'
L15	N89°20'45"W	271.32'
L16	N58°23'13"W	131.56'
L17	N31°36'47"E	2.00'
L18	N19°34'25"E	3.00'
L19	S01°33'49"W	30.90'
L20	N89°29'15"W	32.12'
L21	N00°30'45"E	38.30'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	704.48'	1297.50'	31°06'32"
C2	758.64'	1402.50'	30°59'32"
C3	862.38'	1297.50'	38°04'53"
C4	369.86'	1280.50'	16°32'57"
C5	492.84'	1285.50'	21°57'58"
C6	765.08'	1417.45'	30°55'33"
C7	270.54'	1287.50'	12°02'22"
C8	396.82'	1290.50'	17°37'05"

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734

2/30/25

RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-055)

All that certain real property situate in a portion of the northwest one-quarter (NW1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA A

BEGINNING from the northwest corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence southeasterly along said southwesterly right-of-way line on a curve to the right having a radial bearing of South 38°42'08" West to the center point, a radius of 1,297.50 feet, a central angle of 16°02'14", and an arc length of 363.18 feet;

Thence leaving said southwesterly right-of-way line North 80°23'07" West, a distance of 37.07 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 53°33'39" West to the center point, a radius of 1,271.50 feet, a central angle of 02°23'39" and an arc length of 53.13 feet;

Thence North 05°02'52" East, a distance of 35.70 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 50°01'47" West, a radius of 1,296.50 feet, a central angle of 06°34'25" and an arc length of 148.75 feet;

Thence South 00°21'45" West, a distance of 17.25 feet;

Thence South 89°59'46" West, a distance of 27.34 feet;

Thence North 00°23'15" East, a distance of 36.92 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 41°58'51" West to the center point, a radius of 1,292.50 feet, a central angle of 01°49'31" and an arc length of 41.17 feet;

Thence South 00°25'31" West, a distance of 18.95 feet;

Thence North 89°59'06" West, a distance of 22.23 feet to a point on the westerly boundary line of said Parcel 5;

Thence along said westerly boundary line North 00°13'58" East, a distance of 43.67 feet to the **POINT OF BEGINNING**, containing 4,072 square feet, more or less.

TOGETHER WITH:

AREA B

COMMENCING from the southeast corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the westerly right-of-way line of Muller Parkway;

Thence along said westerly right-of-way line North 23°49'39" West, a distance of 556.46 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly right-of-way line South 66°10'21" West, a distance of 5.00 feet;

Thence North 23°49'39" West, a distance of 200.00 feet;

Thence North 66°10'21" East, a distance of 5.00 feet to a point of said westerly right-of-way line;

Thence along said westerly right-of-way line South 23°49'39" East, a distance of 200.00 feet to the POINT OF BEGINNING,. Containing 1,000 square feet, more or less.

TOGETHER WITH:

AREA C

BEGINNING from the southeast corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the westerly right-of-way line of Muller Parkway;

Thence along the southerly boundary line of said Parcel 5 North 89°46'02" West, a distance of 6.57 feet;

Thence leaving said southerly boundary line North 23°49'39" West, a distance of 179.14 feet;

Thence North 66°10'21" East, a distance of 6.00 feet to a point on said westerly right-of-way line;

Thence along said westerly right-of-way line South 23°49'39" East, a distance of 181.82 feet to the POINT OF BEGINNING, containing 1,083 square feet, more or less.

Resultant acreage of the combined Areas is 6,155 square feet.

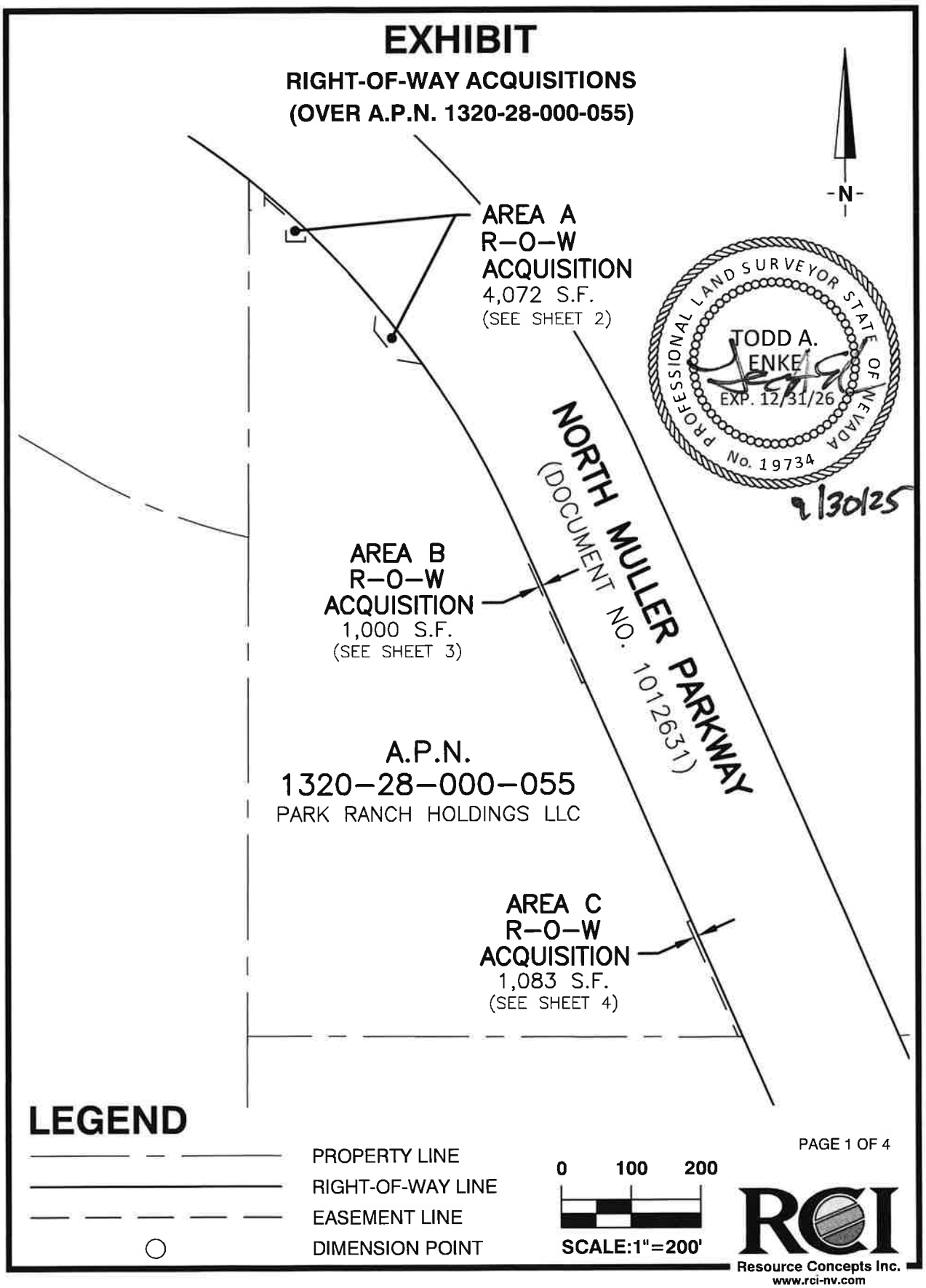
See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

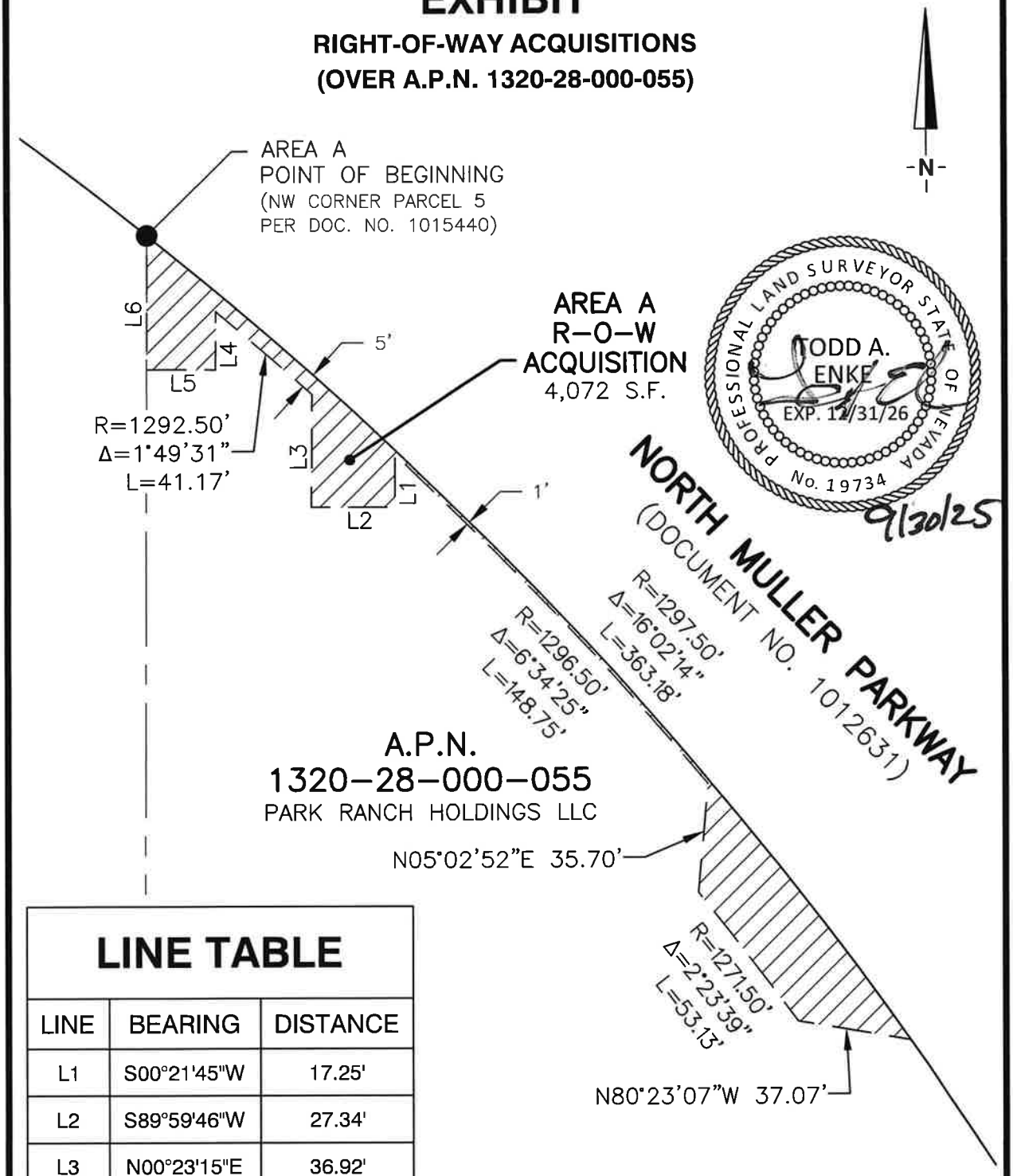
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600




EXHIBIT
RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-28-000-055)
N
AREA A
R-O-W
ACQUISITION
4,072 S.F.
(SEE SHEET 2)
PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25
NORTH MULLER PARKWAY
(DOCUMENT NO. 1012631)
AREA B
R-O-W
ACQUISITION
1,000 S.F.
(SEE SHEET 3)
A.P.N.
1320-28-000-055
PARK RANCH HOLDINGS LLC
AREA C
R-O-W
ACQUISITION
1,083 S.F.
(SEE SHEET 4)
LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
DIMENSION POINT
0 100 200
SCALE:1"=200'
PAGE 1 OF 4
RCI
Resource Concepts Inc.
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EXHIBIT

RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-28-000-055)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°21'45"W	17.25'
L2	S89°59'46"W	27.34'
L3	N00°23'15"E	36.92'
L4	S00°25'31"W	18.95'
L5	N89°59'06"W	22.23'
L6	N00°13'58"E	43.67'

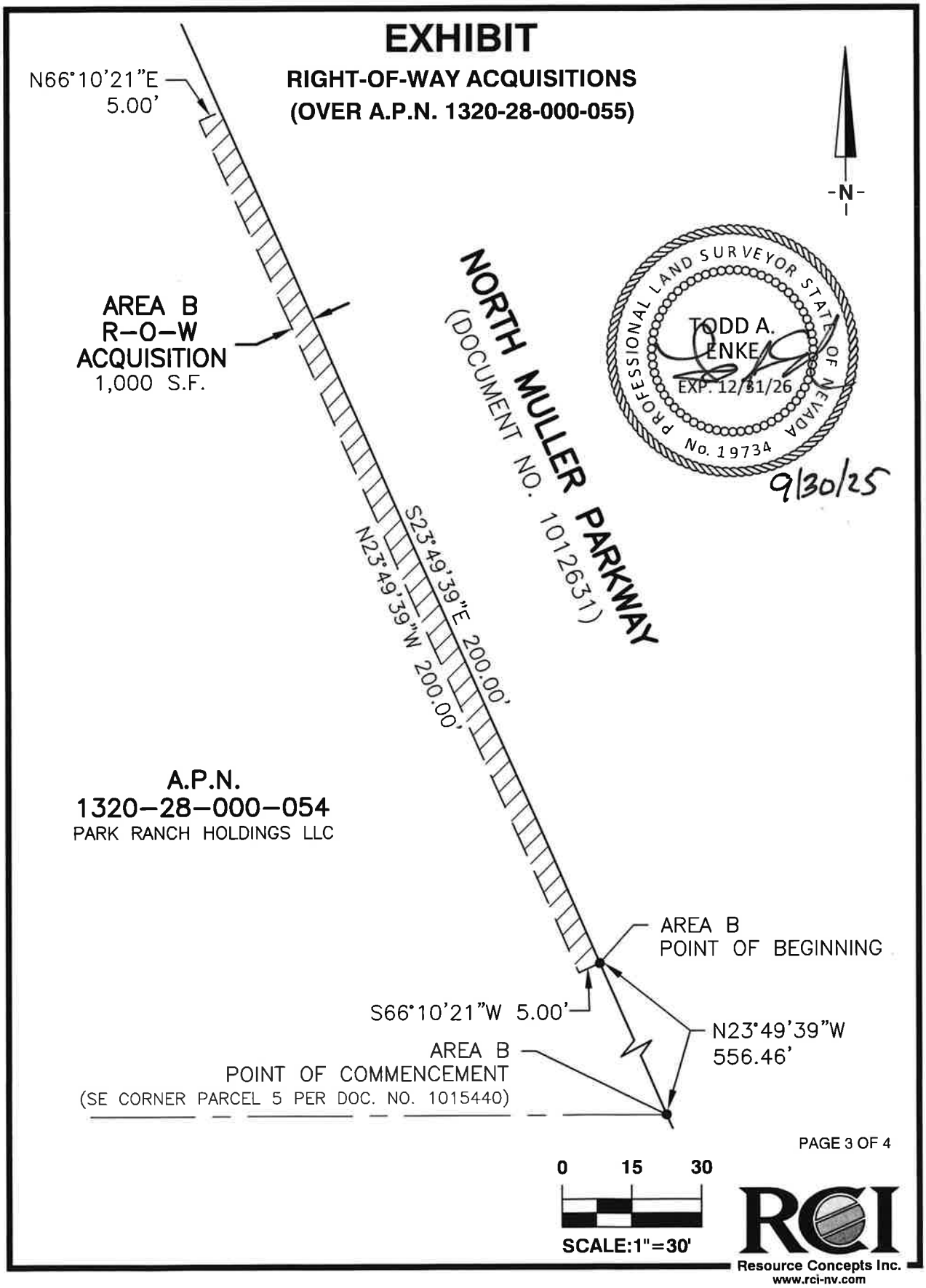
0 25 50

SCALE:1"=50'

Resource Concepts Inc.
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EXHIBIT

RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-28-000-055)

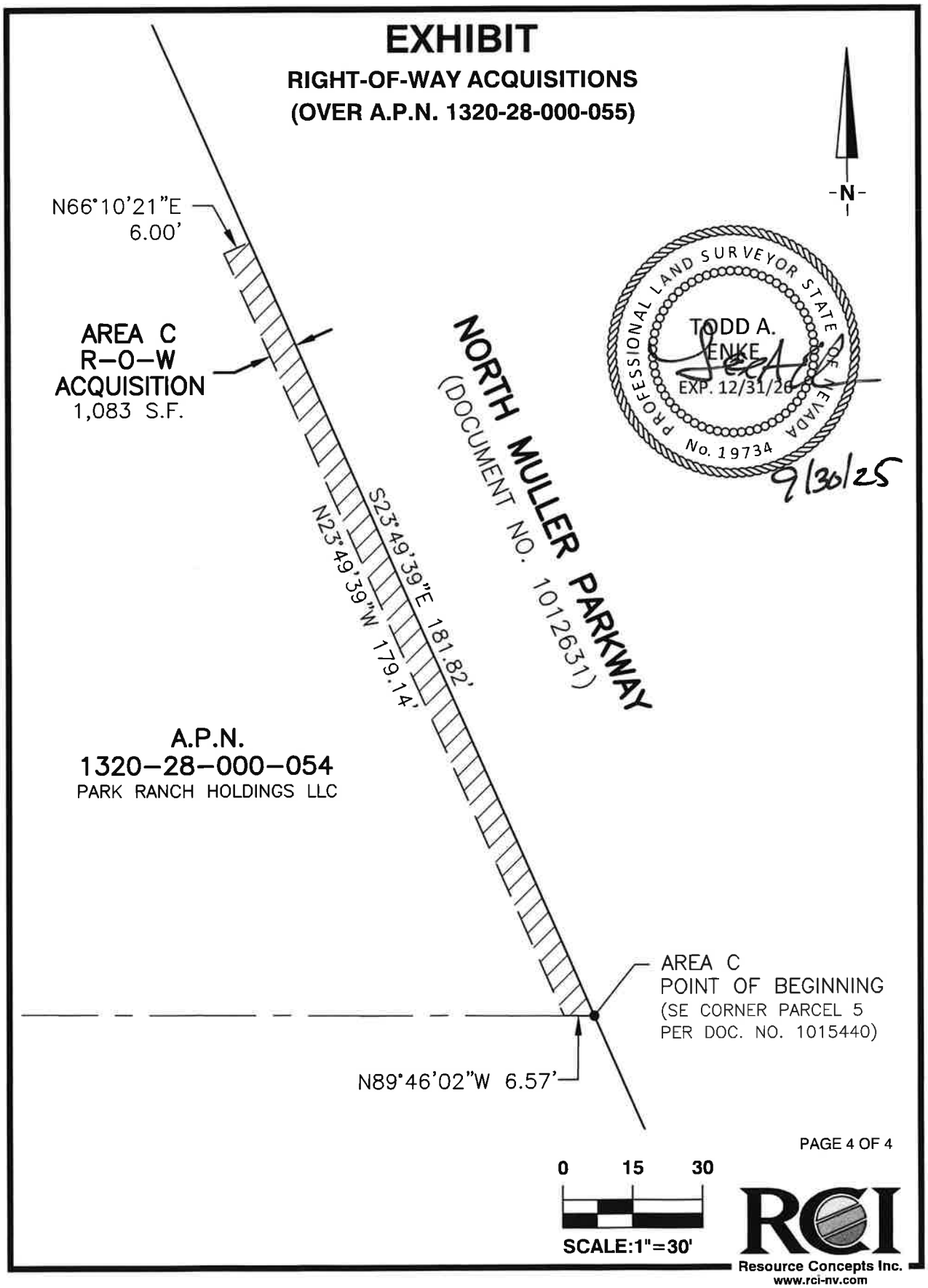


PAGE 3 OF 4

0 15 30

SCALE:1"=30'

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EXHIBIT
RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-28-000-055)
N
N66°10'21"E
6.00'
AREA C
R-O-W
ACQUISITION
1,083 S.F.
NORTH MULLER PARKWAY
(DOCUMENT NO. 1012631)
S23°49'39"E 181.82'
N23°49'39"W 179.14'
A.P.N.
1320-28-000-054
PARK RANCH HOLDINGS LLC
AREA C
POINT OF BEGINNING
(SE CORNER PARCEL 5
PER DOC. NO. 1015440)
N89°46'02"W 6.57'
PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25
PAGE 4 OF 4
0 15 30
SCALE:1"=30'
RCI
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DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)

All that certain real property situate in a portion of the northeast one-quarter (NE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING from the northeast corner of Parcel 6 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point the westerly right-of-way line of North Muller Parkway;

Thence along said westerly right-of-way line the following three (3) courses and distances:

South 23°49'39" East, a distance of 958.94 feet;

Southerly along a curve to the right having a radius of 100.00 feet, a central angle of 48°27'57" and an arc length of 84.59 feet;

Southerly along a reverse curve to the left having a radius of 130.00 feet, a central angle of 5°51'24" and an arc length of 13.29 feet to a point on the northerly right-of-way line of Buckeye Road;

Thence along said northerly right-of-way line of Buckeye Road North 89°29'25" West, a distance of 57.85 feet;

Thence leaving said northerly right-of-way line North 00°30'35" East, a distance of 20.50 feet;

Thence parallel with and 20.50 feet northerly from said northerly right-of-way line of Buckeye Road South 89°29'25" East, a distance of 37.55 feet;

Thence parallel with and 26.25 feet westerly from said westerly right-of-way line of North Muller Parkway the following three (3) courses and distances:

Northeasterly along a curve to the right having a radial bearing of South 66°24'29" East to the center point, a radius of 156.25 feet, a central angle of 01°02'47", and an arc length of 2.85 feet;

Northerly along a reverse curve to the left having a radius of 73.75 feet, a central angle of 48°27'57", and an arc length of 62.38 feet;

North 23°49'39" West, a distance of 145.97 feet;

Thence North 16°46'23" West, a distance of 99.74 feet;

Thence North 66°10'21" East, a distance of 11.00 feet;

Thence North 23°49'39" West, a distance of 223.78 feet;
Thence South 66°10'21" West, a distance of 7.00 feet;
Thence North 23°49'39" West, a distance of 274.74 feet;
Thence North 68°49'39" West, a distance of 34.65 feet;
Thence North 23°49'39" West, a distance of 55.00 feet;
Thence North 21°10'21" East, a distance of 37.48 feet;
Thence North 23°49'39" West, a distance of 85.15 feet;
Thence South 66°10'09" West, a distance of 15.50 feet;
Thence North 23°49'51" West, a distance of 25.30 feet;
Thence North 66°10'09" East, a distance of 17.50 feet;
Thence North 23°49'39" West, a distance of 1.69 feet to a point on the northerly boundary line of said Parcel 6;

Thence along said northerly boundary line South 89°46'02" East, a distance of 6.57 feet to the **POINT OF BEGINNING**, containing 16,644 square feet more or less.

See EXHIBIT attached hereto and made a part hereof.

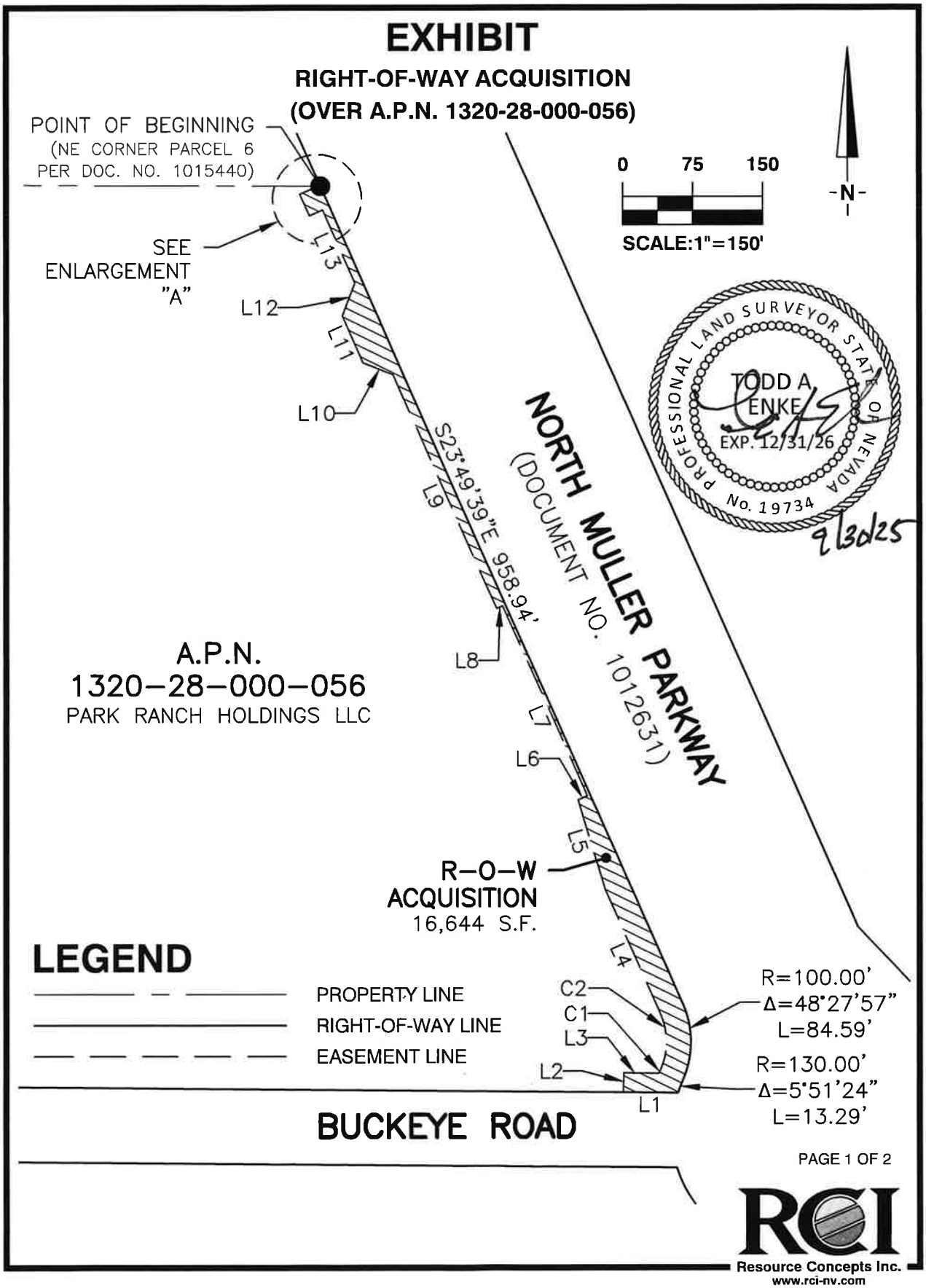
Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
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9/30/25

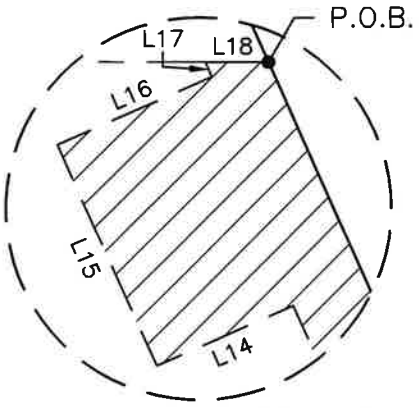

EXHIBIT
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)
POINT OF BEGINNING
(NE CORNER PARCEL 6
PER DOC. NO. 1015440)
SEE
ENLARGEMENT
"A"
0 75 150
SCALE:1"=150'
N
L13
L12
L11
L10
L9
L8
L7
L6
L5
L4
L3
L2
L1
C2
C1
S23°49'39"E 958.94'
NORTH MULLER PARKWAY
(DOCUMENT NO. 1012631)
PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25
A.P.N.
1320-28-000-056
PARK RANCH HOLDINGS LLC
R-O-W
ACQUISITION
16,644 S.F.
LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
R=100.00'
Δ=48°27'57"
L=84.59'
R=130.00'
Δ=5°51'24"
L=13.29'
BUCKEYE ROAD
PAGE 1 OF 2
RCI
Resource Concepts Inc.
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EXHIBIT

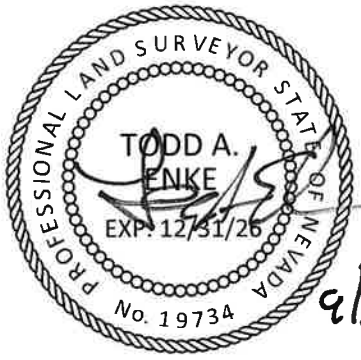
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°29'25"W	57.85'
L2	N00°30'35"E	20.50'
L3	S89°29'25"E	37.55'
L4	N23°49'39"W	145.97'
L5	N16°46'23"W	99.74'
L6	N66°10'21"E	11.00'
L7	N23°49'39"W	223.78'
L8	S66°10'21"W	7.00'
L9	N23°49'39"W	274.74'
L10	N68°49'39"W	34.65'
L11	N23°49'39"W	55.00'
L12	N21°10'21"E	37.48'
L13	N23°49'39"W	85.15'
L14	S66°10'09"W	15.50'
L15	N23°49'51"W	25.30'
L16	N66°10'09"E	17.50'
L17	N23°49'39"W	1.69'
L18	S89°46'02"E	6.57'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	2.85'	156.25'	1°02'47"
C2	62.38'	73.75'	48°27'57"



ENLARGEMENT "A"
NO SCALE



9/30/25

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DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-34-001-035)

All that certain real property situate in a portion of the northwest one-quarter (NW1/4) of Section 34, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA A

COMMENCING from the east one-quarter (E1/4) corner of Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 07°01'59" East, a distance of 1,808.95 feet to the **POINT OF BEGINNING,** also being a point on the westerly right-of-way line of North Muller Parkway;

Thence along said westerly right-of-way line South 43°45'29" East, a distance of 80.00 feet;

Thence leaving said westerly right-of-way line South 46°14'31" West, a distance of 3.00 feet;

Thence parallel with and 3.00 feet west of said westerly right-of-way line North 43°45'29 West, a distance of 82.95 feet to the northerly boundary line of A.P.N 1320-34-001-035 as shown on said Record of Survey for Muller Parkway;

Thence along said northerly boundary line South 89°14'00" East, a distance of 4.21 feet to the **POINT OF BEGINNING**, containing 244 square feet more or less.

TOGETHER WITH:

AREA B

COMMENCING from the west one-quarter (W1/4) corner of Section 34 as shown as the northwest corner for A.P.N. 1320-34-002-054 on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said A.P.N. 1320-34-002-054 South 89°17'00" East, a distance of 1,119.20 feet to a point on the westerly right-of-way line of said Record of Survey for Muller Parkway;

Thence along said westerly right-of-way line North 00°59'27" East, a distance of 964.06 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly right-of-way line North 89°00'33" West, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 203.21 feet;

Thence North 89°00'33" West, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 195.61 feet;

Thence North 89°00'33" West, a distance of 11.00 feet;

Thence North 00°59'27" East, a distance of 434.48 feet;

Thence North 89°00'33" West, a distance of 25.00 feet;

Thence North 00°59'27" East, a distance of 45.00 feet;

Thence South 89°00'33" East, a distance of 27.00 feet;

Thence North 00°59'27" East, a distance of 192.16 feet;

Thence North 36°54'54" West, a distance of 41.08 feet;

Thence along a curve to the left having a radial bearing of South 89°08'12" West to the center point, a radius of 1,404.00 feet, a central angle of 02°06'12" and an arc length of 51.54 feet;

Thence North 33°05'06" East, a distance of 45.91 feet;

Thence along a curve to the left having a radial bearing of South 85°32'51" West to the center point, a radius of 1,431.50 feet, a central angle of 09°49'49" and an arc length of 245.60 feet;

Thence North 75°43'02" East, a distance of 8.00 feet;

Thence along a curve to the left having a radial bearing of South 75°43'02" West to the center point, a radius of 1,439.50 feet, a central angle of 15°15'56" and an arc length of 383.53 feet;

Thence North 60°27'06" East, a distance of 3.00 feet;

Thence along a curve to the left having a radial bearing of South 60°27'06" West to the center point, a radius of 1,442.50 feet, a central angle of 14°12'36" and an arc length of 357.75 feet;

Thence North 46°14'31" East, a distance of 3.00 feet;

Thence North 43°45'29" West, a distance of 252.82 feet;

Thence North 88°45'29" West, a distance of 41.01 feet;

Thence North 43°45'29" West, a distance of 52.00 feet;

Thence North 01°14'31" East, a distance of 43.84 feet to a point on said westerly right-of-way line;

Thence along said westerly right-of-way line the following three (3) courses and distances:

South 43°45'29" East, a distance of 364.82 feet;

Southeasterly along a curve the right having a radius of 1,447.50 feet, a central angle of 44°44'57" and an arc length of 1,130.53 feet;

South 00°59'27" West, a distance of 1,057.43 feet to the **POINT OF BEGINNING**, containing 34,146 square feet, more or less.

TOGETHER WITH:

AREA C

COMMENCING from the west one-quarter (W1/4) corner of Section 34 as shown as the northwest corner for A.P.N. 1320-34-002-054 on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said A.P.N. 1320-34-002-054 South 89°17'00" East, a distance of 1,112.20 feet to the **POINT OF BEGINNING**;

Thence North 00°59'27" East, a distance of 573.06 feet;

Thence South 89°00'33" East, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 179.88 feet;

Thence North 44°00'33" West, a distance of 38.89 feet;

Thence North 00°59'27" East, a distance of 49.00 feet;

Thence North 45°59'27" East, a distance of 41.72 feet to a point on the westerly right-of-way line of Muller Parkway;

Thence along said westerly right-of-way line South 00°59'27" West, a distance of 858.91 feet to a point that intersects said northerly boundary line of A.P.N. 1320-34-002-054;

Thence along said northerly boundary line North 89°17'00" West, a distance of 7.00 feet to the POINT OF BEGINNING, containing 6,685 square feet, more or less.

Resultant acreage of the combined Areas is 41,075 square feet.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

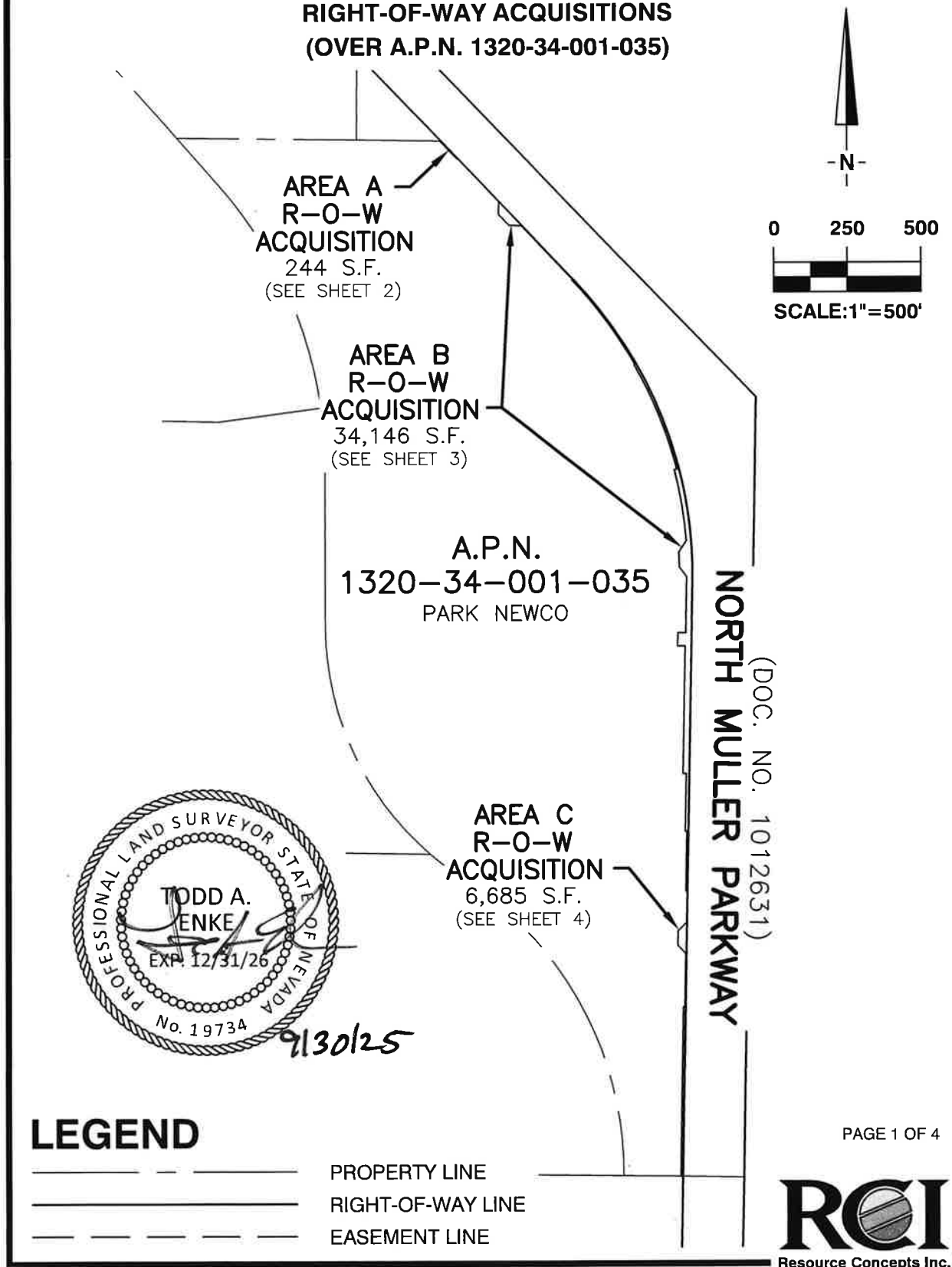
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

EXHIBIT

RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-34-001-035)



LEGEND

PROPERTY LINE

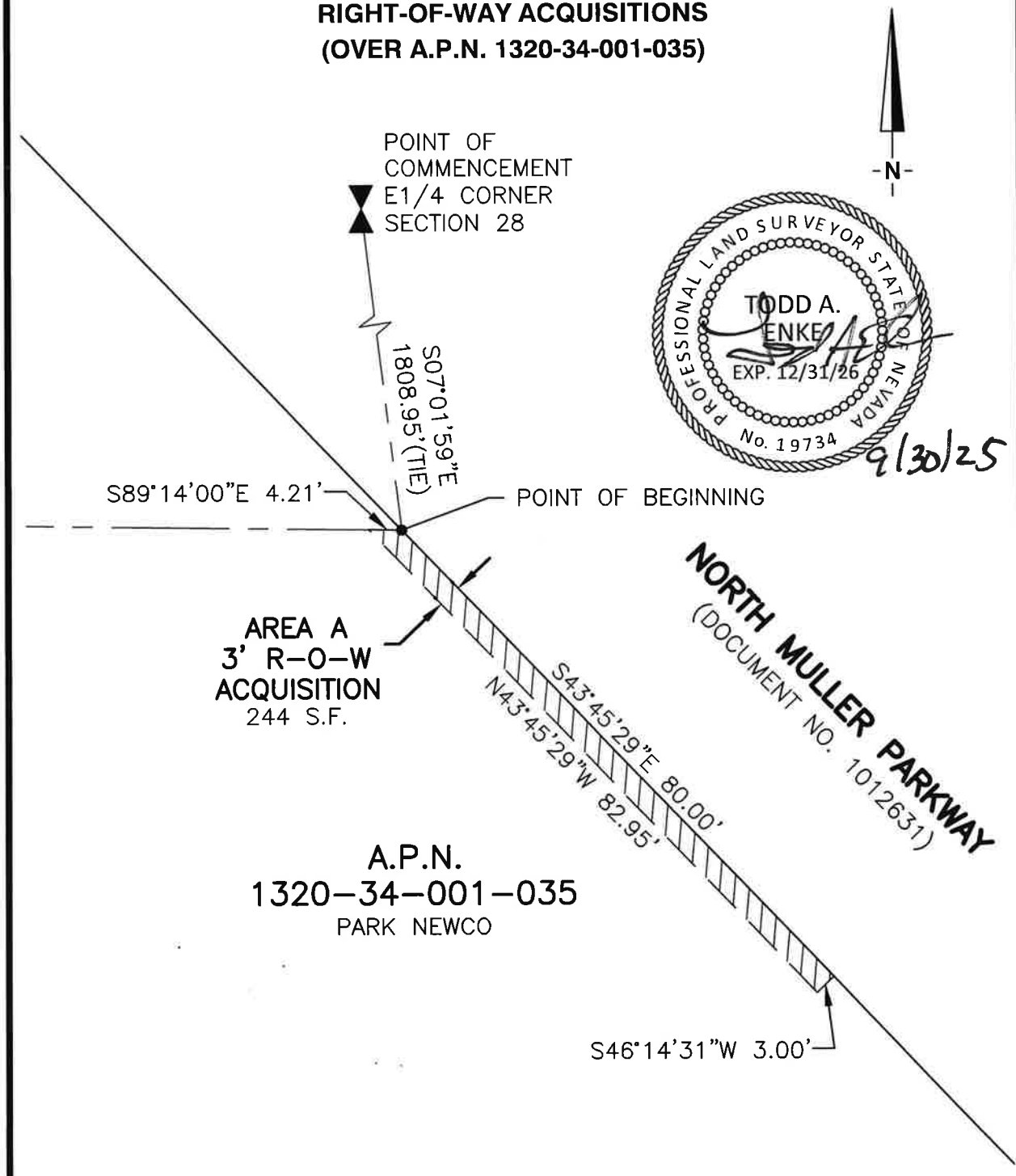
RIGHT-OF-WAY LINE

EASEMENT LINE

Resource Concepts Inc.
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EXHIBIT

RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-34-001-035)



PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25

LEGEND

PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE

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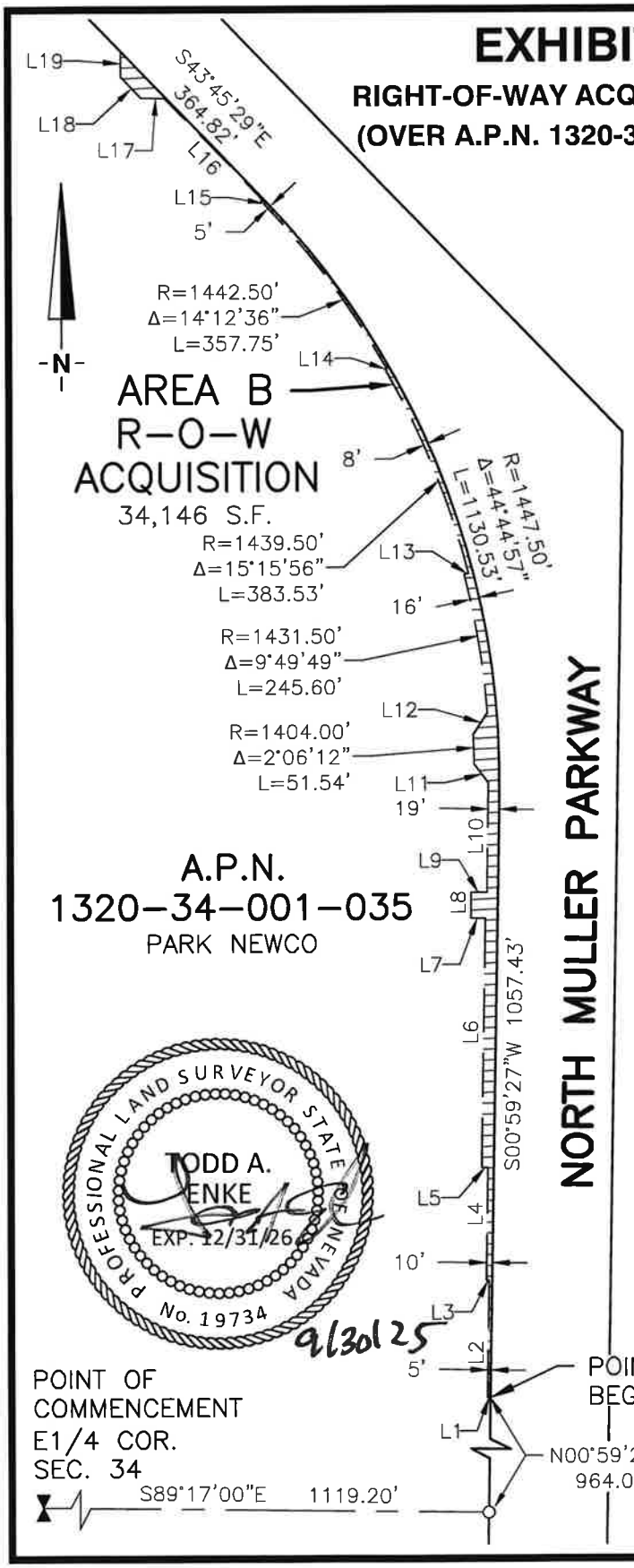
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EXHIBIT

RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-34-001-035)

0 150 300

SCALE:1"=300'



9/30/25

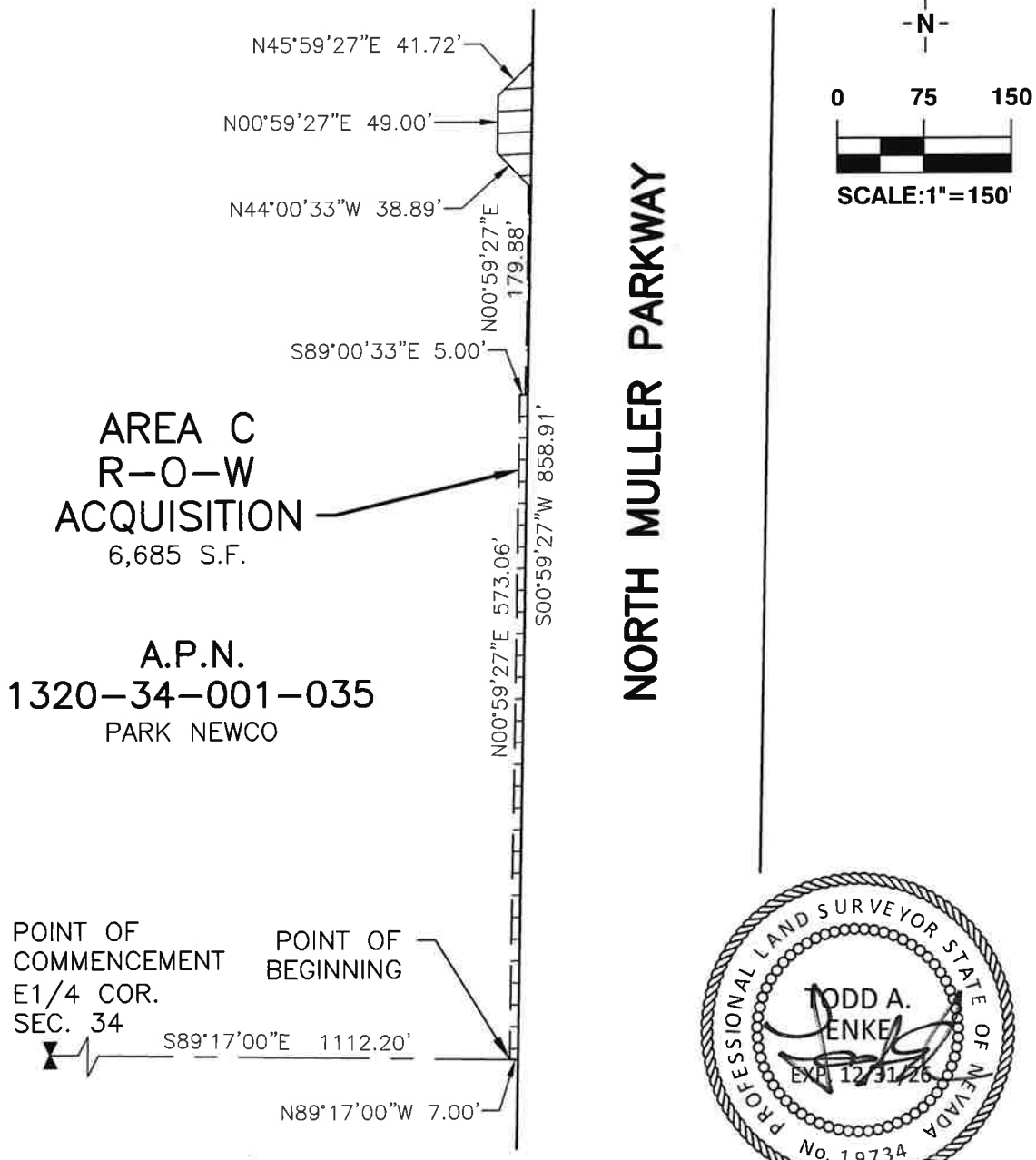
LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°00'33"W	5.00'
L2	N00°59'27"E	203.21'
L3	N89°00'33"W	5.00'
L4	N00°59'27"E	195.61'
L5	N89°00'33"W	11.00'
L6	N00°59'27"E	434.48'
L7	N89°00'33"W	25.00'
L8	N00°59'27"E	45.00'
L9	S89°00'33"E	27.00'
L10	N00°59'27"E	192.16'
L11	N36°54'54"W	41.08'
L12	N33°05'06"E	45.91'
L13	N75°43'02"E	8.00'
L14	N60°27'06"E	3.00'
L15	N46°14'31"E	3.00'
L16	N43°45'29"W	252.82'
L17	N88°45'29"W	41.01'
L18	N43°45'29"W	52.00'
L19	N01°14'31"E	43.84'

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EXHIBIT

RIGHT-OF-WAY ACQUISITIONS
(OVER A.P.N. 1320-34-001-035)



PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25

LEGEND

PROPERTY LINE

RIGHT-OF-WAY LINE

EASEMENT LINE

RCI
Resource Concepts Inc.
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DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-20-000-022)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the southeast corner of Parcel 25 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the southerly boundary line of said Parcel 25 South 79°13'48" West, a distance of 226.78 feet to the **POINT OF BEGINNING**;

Thence continuing along said southerly boundary line the following two (2) courses and distances:

South 79°13'48" West, a distance of 449.88 feet;

Westerly along a curve to the left having a radial bearing South 20°29'22" West to the center point, a radius of 1,502.50 feet, a central angle of 05°53'41" and an arc length of 154.58 feet;

Thence leaving said southerly boundary line North 33°41'19" West, a distance of 74.71 feet;

Thence North 10°18'12" West, a distance of 73.38 feet;
Thence North 04°05'03" West, a distance of 46.06 feet;
Thence North 00°00'05" East, a distance of 124.70 feet;
Thence North 14°02'15" East, a distance of 13.53 feet;
Thence North 45°00'02" East, a distance of 13.92 feet;
Thence South 84°25'38" East, a distance of 183.20 feet;
Thence South 42°16'21" East, a distance of 55.79 feet;
Thence South 16°41'52" East, a distance of 34.26 feet;
Thence South 85°36'03" East, a distance of 81.01 feet;
Thence South 66°22'11" East, a distance of 90.93 feet;
Thence South 56°18'32" East, a distance of 50.08 feet;
Thence South 03°48'46" East, a distance of 64.25 feet;
Thence South 89°59'59" East, a distance of 26.25 feet;
Thence South 83°39'34" East, a distance of 29.72 feet;
Thence South 40°36'00" East, a distance of 30.25 feet;
Thence South 88°01'29" East, a distance of 95.22 feet;

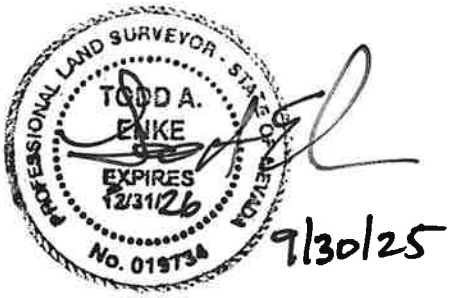
Thence South 44°59'56" East, a distance of 23.20 feet;
Thence South 21°48'00" East, a distance of 19.50 feet to the POINT OF BEGINNING, containing 138,087 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

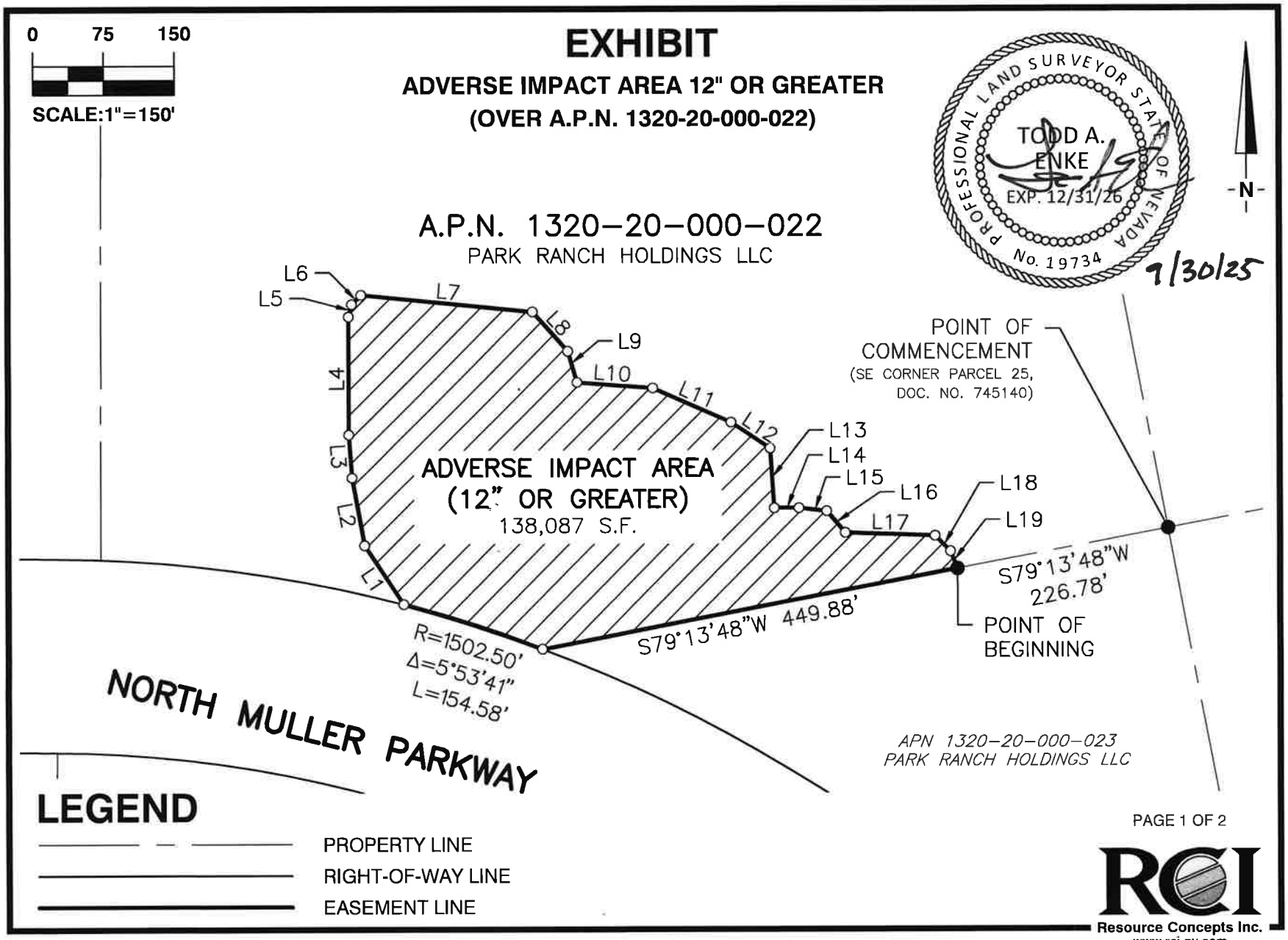
Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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Carson City, NV 89703
(775) 883-1600



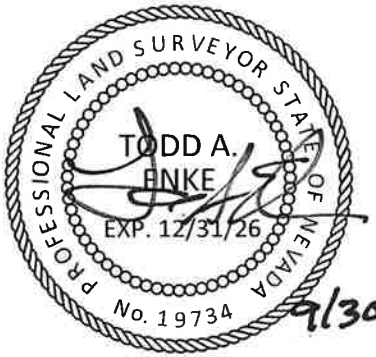
9/30/25



Resource Concepts Inc.
www.rci-nv.com

EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-20-000-022)



9/30/25

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N33°41'19"W	74.71'
L2	N10°18'12"W	73.38'
L3	N04°05'03"W	46.06'
L4	N00°00'05"E	124.70'
L5	N14°02'15"E	13.53'
L6	N45°00'02"E	13.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S84°25'38"E	183.20'
L8	S42°16'21"E	55.79'
L9	S16°41'52"E	34.26'
L10	S85°36'03"E	81.01'
L11	S66°22'11"E	90.93'
L12	S56°18'32"E	50.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S03°48'46"E	64.25'
L14	S89°59'59"E	26.25'
L15	S83°39'34"E	29.72'
L16	S40°36'00"E	30.25'
L17	S88°01'29"E	95.22'
L18	S44°59'56"E	23.20'
L19	S21°48'00"E	19.50'

RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-20-000-023)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northeast corner of Parcel 21 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 21 South 79°13'48" West, a distance of 226.78 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary line South 33°41'27" West, a distance of 9.32 feet;

Thence South 74°03'18" West, a distance of 23.89 feet;

Thence South 00°00'05" West, a distance of 22.97 feet;

Thence South 78°41'22" East, a distance of 16.73 feet;

Thence South 29°03'11" East, a distance of 33.79 feet;

Thence South 02°17'21" East, a distance of 82.10 feet;

Thence South 01°14'38" East, a distance of 150.99 feet;

Thence South 11°21'08" West, a distance of 19.60 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence along said northerly right-of-way line the following three (3) courses and distances:

Westerly along a curve to the right having a radial bearing of North 27°33'51" East to the center point, a radius of 1,197.50 feet, a central angle of 04°02'56" and an arc length of 84.63 feet;

North 58°23'13" West, a distance of 131.56 feet;

Westerly along a curve to the left having a radius of 1,502.50 feet, a central angle of 11°07'24" and an arc length of 291.70 feet to the said northerly boundary line of Parcel 21;

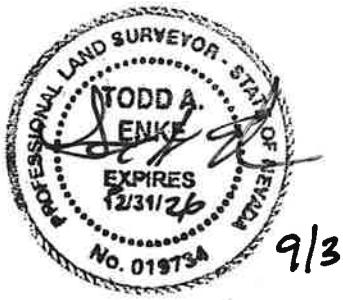
Thence along said northerly boundary line North 79°13'48" East, a distance of 447.78 feet to the **POINT OF BEGINNING**, containing 67,459 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

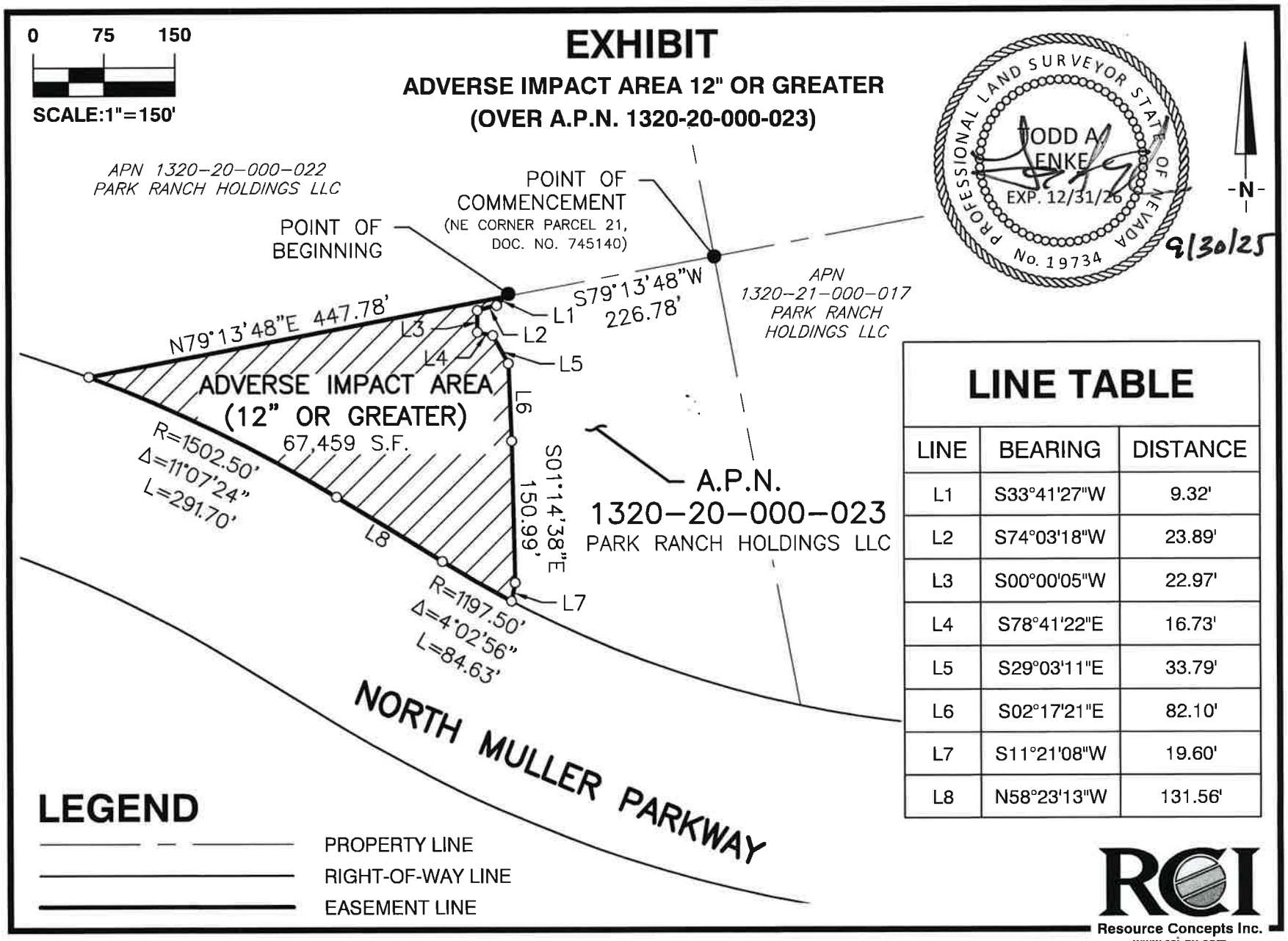
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-20-000-023)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S33°41'27"W	9.32'
L2	S74°03'18"W	23.89'
L3	S00°00'05"W	22.97'
L4	S78°41'22"E	16.73'
L5	S29°03'11"E	33.79'
L6	S02°17'21"E	82.10'
L7	S11°21'08"W	19.60'
L8	N58°23'13"W	131.56'

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE

RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-015)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 18 northwesterly along a curve to the left having a radial bearing of South 41°49'09" West to the center point, a radius of 1,400.00 feet, a central angle of 12°23'57" and an arc length of 302.97 feet to the **POINT OF BEGINNING**;

Thence northwesterly continuing along said northerly boundary line along a curve to the left having a radial bearing of South 29°25'12" West to the center point, a radius of 1,400.00 feet, a central angle of 02°08'42" and an arc length of 52.41 feet;

Thence leaving said northerly boundary line North 00°27'48" East, a distance of 22.79 feet;

Thence North 26°33'57" East, a distance of 24.46 feet;

Thence South 44°59'58" East, a distance of 49.50 feet;

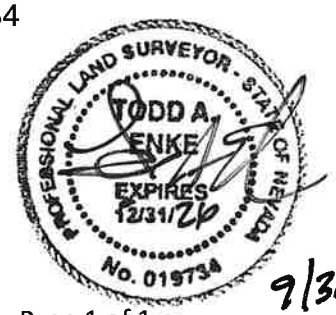
Thence South 00°00'05" West, a distance of 34.55 feet to the **POINT OF BEGINNING**, containing 1,887 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

0 75 150

SCALE:1"=150'

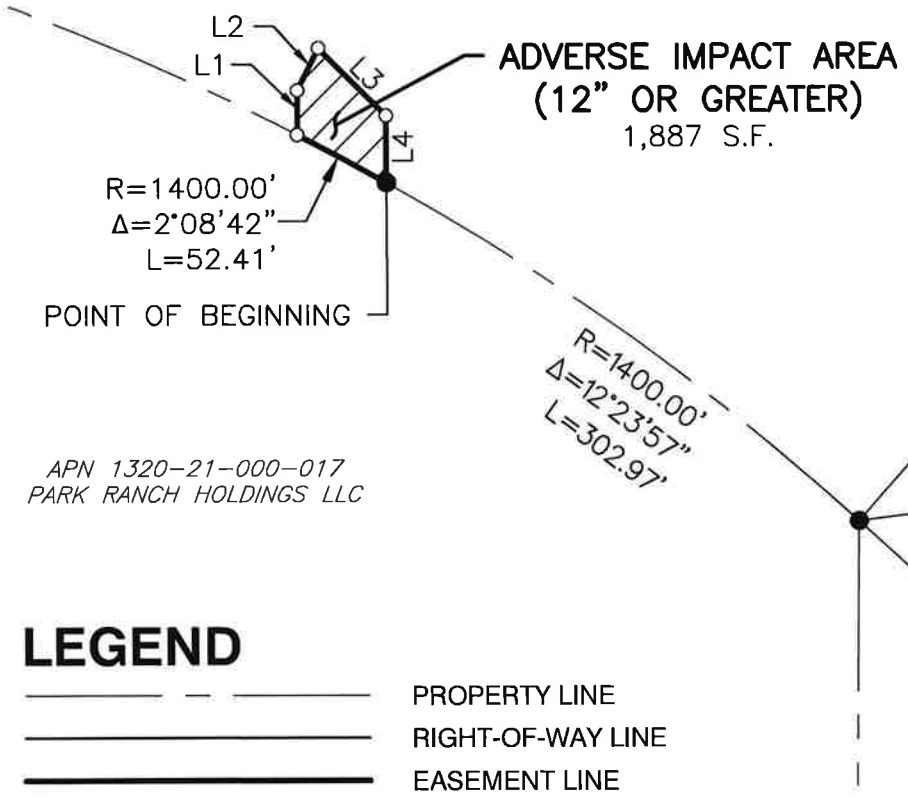
EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-21-000-015)

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP: 12/31/26
No. 19734
9/30/25

N

A.P.N.
1320-21-000-015
PARK RANCH HOLDINGS LLC



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°27'48"E	22.79'
L2	N26°33'57"E	24.46'
L3	S44°59'58"E	49.50'
L4	S00°00'05"W	34.55'

LEGEND

PROPERTY LINE

RIGHT-OF-WAY LINE

EASEMENT LINE

RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-017)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA 1

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the easterly boundary line of said Parcel 18 South 00°30'40" West, a distance of 215.69 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence along said northerly right-of-way line North 89°20'45" West, a distance of 349.90 feet to the **POINT OF BEGINNING**;

Thence continuing along said northerly right-of-way line the following two (2) courses and distances:

North 89°20'45" West, a distance of 702.17 feet;

Westerly along a curve to the right having a radius of 1,197.50 feet, a central angle of 00°13'44" and an arc length of 4.78 feet;

Thence leaving said northerly right-of-way line North 49°45'48" West, a distance of 57.08 feet;

Thence North 36°52'07" West, a distance of 32.82 feet;
Thence North 00°00'05" East, a distance of 29.53 feet;
Thence North 71°33'55" East, a distance of 12.65 feet;
Thence South 57°31'42" East, a distance of 44.12 feet;
Thence South 80°54'37" East, a distance of 83.08 feet;
Thence North 45°00'00" East, a distance of 19.14 feet;
Thence South 81°52'14" East, a distance of 49.31 feet;
Thence South 00°00'05" West, a distance of 19.69 feet;
Thence South 69°26'40" East, a distance of 28.04 feet;
Thence South 85°14'14" East, a distance of 39.51 feet;
Thence South 54°27'44" East, a distance of 28.23 feet;
Thence North 89°59'57" East, a distance of 85.32 feet;
Thence North 63°26'04" East, a distance of 36.69 feet;

Thence South 84°33'37" East, a distance of 69.22 feet;
Thence South 26°33'50" East, a distance of 13.41 feet;
Thence South 86°11'12" East, a distance of 115.67 feet;
Thence South 84°33'37" East, a distance of 69.22 feet;
Thence North 75°57'47" East, a distance of 27.96 feet;
Thence South 84°48'23" East, a distance of 74.91 feet;
Thence South44°59'58" East, a distance of 12.53 feet to the POINT OF BEGINNING, containing 24,671 square feet, more or less.

TOGETHER WITH:

AREA 2

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 18 northwesterly along a curve to the left having a radial bearing of South 41°49'09" West to the center point, a radius of 1,400.00 feet, a central angle of 12°23'57" and an arc length of 302.97 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary line South 00°00'05" West, a distance of 14.67 feet;
Thence South 36°52'13" West, a distance of 16.41 feet;
Thence South 00°00'05" West, a distance of 36.10 feet;
Thence South 57°59'40" East, a distance of 34.83 feet;
Thence South 00°00'05" West, a distance of 86.55 feet;
Thence South 54°27'44" East, a distance of 28.23 feet;
Thence South 36°52'09" East, a distance of 25.40 feet;
Thence South 08°44'41" East, a distance of 72.40 feet;
Thence South 75°57'52" East, a distance of 57.50 feet;
Thence South 00°00'05" West, a distance of 61.53 feet;
Thence South 53°07'47" West, a distance of 20.27 feet;
Thence South 81°52'09" West, a distance of 99.64 feet;
Thence North 85°36'07" West, a distance of 59.26 feet;
Thence North 00°26'53" East, a distance of 399.28 feet to a point on said northerly boundary line of Parcel 18;

Thence easterly along said northerly boundary line along a curve to the right having a radial bearing of South 27°16'30" West to the center point, a radius of 1,400.00 feet, a central angle of 02°08'42" and an arc length of 52.41 feet to the POINT OF BEGINNING, containing 37,282 square feet, more or less.

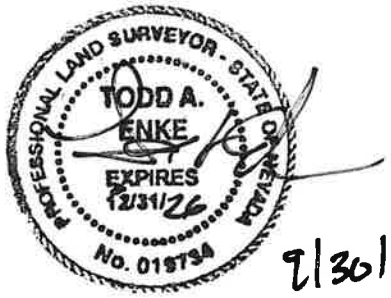
Resultant acreage of the combined Areas is 61,953 square feet.

See EXHIBIT attached hereto and made a part hereof.

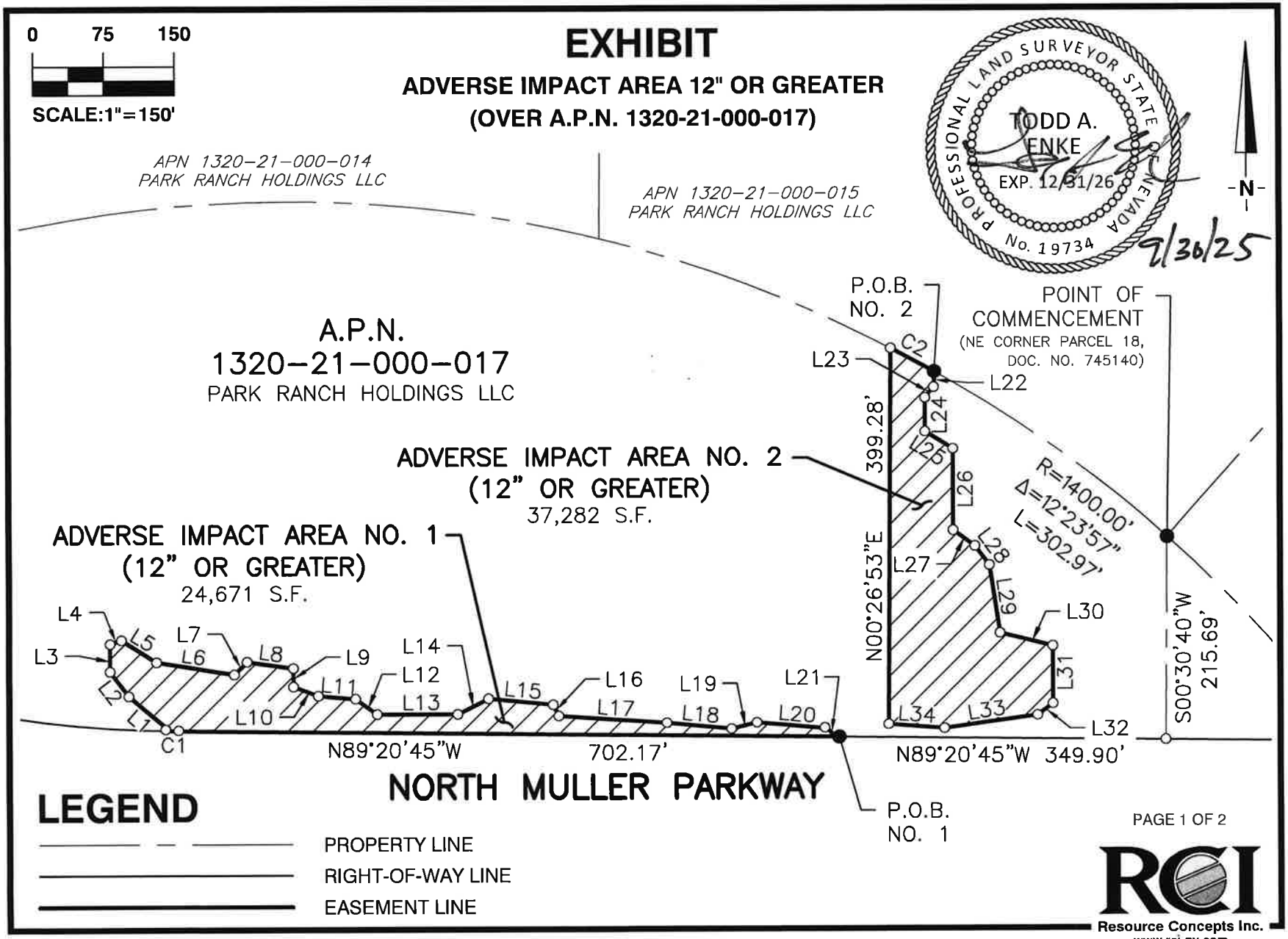
Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25


0 75 150
SCALE:1"=150'
EXHIBIT
ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-21-000-017)
PROFESSIONAL LAND SURVEYOR STATE NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25
N
APN 1320-21-000-014
PARK RANCH HOLDINGS LLC
APN 1320-21-000-015
PARK RANCH HOLDINGS LLC
A.P.N.
1320-21-000-017
PARK RANCH HOLDINGS LLC
P.O.B. NO. 2
POINT OF COMMENCEMENT
(NE CORNER PARCEL 18, DOC. NO. 745140)
ADVERSE IMPACT AREA NO. 2
(12" OR GREATER)
37,282 S.F.
ADVERSE IMPACT AREA NO. 1
(12" OR GREATER)
24,671 S.F.
399.28'
N00°26'53"E
R=1400.00'
Δ=12°23'57"
L=302.97'
S00°30'40"W
215.69'
N89°20'45"W
702.17'
N89°20'45"W 349.90'
NORTH MULLER PARKWAY
P.O.B. NO. 1
LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
PAGE 1 OF 2
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Resource Concepts Inc.
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EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER

(OVER A.P.N. 1320-21-000-017)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N49°45'48"W	57.08'
L2	N36°52'07"W	32.82'
L3	N00°00'05"E	29.53'
L4	N71°33'55"E	12.65'
L5	S57°31'42"E	44.12'
L6	S80°54'37"E	83.08'
L7	N45°00'00"E	19.14'
L8	S81°52'14"E	49.31'
L9	S00°00'05"W	19.69'
L10	S69°26'40"E	28.04'
L11	S85°14'14"E	39.51'
L12	S54°27'44"E	28.23'
L13	N89°59'57"E	85.32'
L14	N63°26'04"E	36.69'
L15	S84°33'37"E	69.22'

LINE TABLE

LINE	BEARING	DISTANCE
L16	S26°33'50"E	13.41'
L17	S86°11'12"E	115.67'
L18	S84°33'37"E	69.22'
L19	N75°57'47"E	27.96'
L20	S84°48'23"E	74.91'
L21	S44°59'58"E	12.53'
L22	S00°00'05"W	14.67'
L23	S36°52'13"W	16.41'
L24	S00°00'05"W	36.10'
L25	S57°59'40"E	34.83'
L26	S00°00'05"W	86.55'
L27	S54°27'44"E	28.23'
L28	S36°52'09"E	25.40'
L29	S08°44'41"E	72.40'
L30	S75°57'52"E	57.50'

LINE TABLE

LINE	BEARING	DISTANCE
L31	S00°00'05"W	61.53'
L32	S53°07'47"W	20.27'
L33	S81°52'09"W	99.64'
L34	N85°36'07"W	59.26'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	4.78'	1197.50'	0°13'44"
C2	52.41'	1400.00'	2°08'42"

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734

9/30/25

RCI
Resource Concepts Inc.
www.rci-nv.com

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-019)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northwest corner of Parcel 15 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the westerly boundary line of said Parcel 15 South 00°30'11" West, a distance of 198.24 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence westerly on said northerly right-of-way line along a curve to the left having a radial bearing of South 34°45'46" West to the center point, a radius of 1,502.50 feet, a central angle of 02°32'55" and an arc length of 66.83 feet to the **POINT OF BEGINNING**;

Thence westerly continuing on said northerly right-of-way line along a curve to the left having a radial bearing of South 32°12'51" West, a radius of 1,502.50 feet, a central angle of 16°19'21" and an arc length of 428.03 feet;

Thence leaving said northerly right-of-way line North 89°59'57" East, a distance of 306.88 feet;

Thence South 38°07'11" East, a distance of 132.04 feet;

Thence South 11°18'31" East, a distance of 52.80 feet;

Thence South 26°45'33" West, a distance of 20.41 feet to the POINT OF BEGINNING, containing 25,471 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

0 75 150

SCALE:1"=150'

EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-21-000-019)

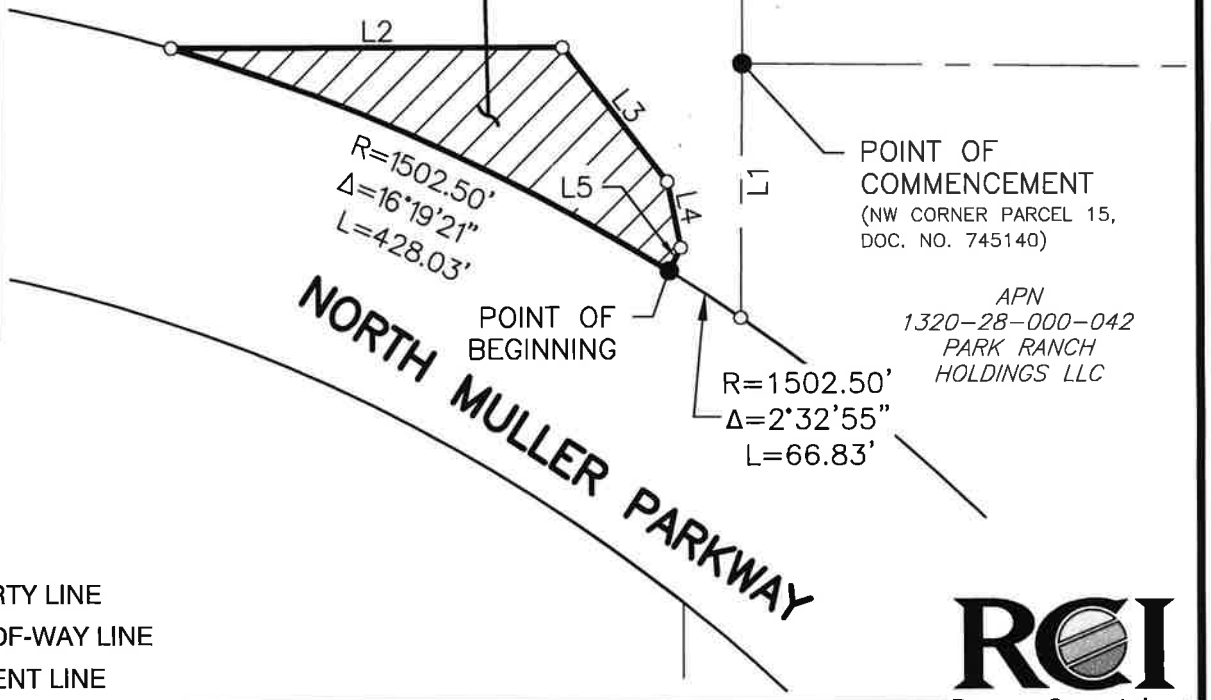
A.P.N.
1320-21-000-019
PARK RANCH HOLDINGS LLC

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/30/25

N

ADVERSE IMPACT AREA
(12" OR GREATER)
25,471 S.F.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°30'11"W	198.24'
L2	N89°59'57"E	306.88'
L3	S38°07'11"E	132.04'
L4	S11°18'31"E	52.80'
L5	S26°45'33"W	20.41'



LEGEND

PROPERTY LINE

RIGHT-OF-WAY LINE

EASEMENT LINE

RCI
Resource Concepts Inc.
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E. Proposed Non-Exclusive Drainage Easement

APNs: _____

RECORDED AT THE REQUEST OF:
Douglas County, Nevada
Community Development Department
Post Office Box 218
Minden, Nevada 89423

NON-EXCLUSIVE DRAINAGE EASEMENT

DOUGLAS COUNTY, a political subdivision of the State of Nevada and its successors and assigns ("Douglas County") hereby acquires non-exclusive drainage easements as follows:

a. The non-exclusive drainage easements are located on, over, and across the properties owned by Park Ranch Holdings, LLC, Park Newco, and Park Heritage (collectively, the "Landowner") in the locations more particularly described as set forth in **Exhibit A** (the "Easement Areas").

b. The non-exclusive drainage easements are for the purpose of facilitating the construction and operation of Muller Parkway and its associated improvements and to accommodate changes to the floodplain shown from the floodplain modeling resulting from the construction of Muller Parkway which has the potential (a 1% chance) to cause an adverse impact as defined by Douglas County Code to the Easement Areas.

c. The Easement Areas will only be used in the 1% chance of a 100-year storm event.

The Landowner, and its successors and assigns, retains all rights arising from or incidental to the ownership of the properties, including the right to develop the properties and engage in all uses of the properties that are not prohibited by law.

DRAFT

F. Appraisal by The DiFederico Group

APPRAISAL OF REAL PROPERTY

Proposed Right-of Way (Fee) and Permanent Easement Acquisitions along Muller Parkway Bordering The Buckeye Farm Specific Plan

Adjacent to the Towns of Minden and Gardnerville in Douglas County, Nevada 89423

PREPARED FOR:

Kent R. Robison, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503

EFFECTIVE DATE OF THE APPRAISAL:

Retrospective – May 2, 2025

REPORT FORMAT:

Appraisal Report

PREPARED BY:

Tio S. DiFederico, MAI
The DiFederico Group
7641 W. Post Road
Las Vegas, NV 89113
File Number: 25-046

November 5, 2025

Kent R. Robison, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503

SUBJECT: Seven (7) Fee Takings totaling 3.54-acres (154,251 square feet) and Five (5) Permanent Easements consisting of another 6.77-acres (294,857 square feet) of the 1,155.71-acre site proposed to be developed with the Buckeye Farms Agrihood that will be located adjacent to the Towns of Minden and Gardnerville, in Douglas County, Nevada 89423.

Dear Mr. Robison:

The DiFederico Group is pleased to submit the attached appraisal report of the above referenced property. The purpose of the appraisal is to develop an opinion of the just compensation due to the landowner for Douglas County's acquisitions for their "Muller Parkway Project." This is a retrospective appraisal with an effective date of value of May 2, 2025. The client for the assignment is Kent R. Robison, Esq., c/o Robison, Sharp, Sullivan & Brust. The intended use of the report is to assist Douglas County in acquiring the above referenced Right-of-Ways and Permanent Easements.

The appraisal report is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. To report the assignment results, I used the appraisal report option of Standards Rule 2-2(a) of USPAP. The attached appraisal report contains discussions of the data, reasoning, and analyses used in the appraisal process. The depth of discussion contained in the report is specific to the needs of the client and the intended use of the appraisal.

The subject of the attached report involves seven (7) Fee takings and five (5) Permanent Easements (PE's) for Douglas County's "Muller Parkway Project" from the 1,155.71-acre site to be developed with the Buckeye Farms Agrihood adjacent to the Towns of Minden and Gardnerville, in Douglas County, Nevada.

The Buckeye Farms Agrihood consists of thirty-four (34) Douglas County Assessor Parcels controlled by David Park. These parcels are subject to the Development Agreement between Park Ranch Holdings and Douglas County that provided "Vested Development Rights," and the Buckeye Farm Specific Plan Approved December 17, 2020 – Resolution 2020R-20, with Minor Amendment #1 June 11, 2021, 2021 MODM DP21-0142 and Minor Amendment #2 March 13, 2024 MODM DP23-0236. The total number of residential units stated to be within the plan boundary, including mixed-use commercial is 2,218.

In reviewing the provided plans, I noted that one (1) parcel, APN 1320-28-000-055, was improved with a warehouse with some office build-out and a three (3) sided barn structure. The provided plans indicate that the proposed right-of-way acquisitions for this "Project" will not affect these improvements. Therefore, I have not considered or analyzed the value of this parcel as improved for this appraisal, nor did I did not complete an interior inspection of the building on the property during my September 24, 2025 inspection.

Based on the analyses and conclusions in the accompanying report and subject to the definitions, assumptions, and limiting conditions expressed in this report, it is my opinion that the just compensation due to the landowner, as of May 2, 2025, was as follows:

Value in the Before Acquisition	**$ 173,356,500**
Less Value of the Acquisition (FEE) & Permenent Easements (PE's)	**$ 632,702**
Value of the Remainder in the Before the Acquisition	**$ 172,723,798**
Value of the Remainder After the Acquisition	**$ 172,723,798**
Severance Damages	**$ -**
Just Compensation:	
Severance Damages	**$ -**
Value of the FEE Acquisition	**$ 531,167**
Plus Value of thePermanent Easements	**$ 101,535**
Estimated Just Compensation Due	**$ 632,702**
Rounded to:	**$ 635,000**

The above value is based on the following hypothetical condition and extraordinary assumptions, and their use might have affected the assignment results:

1. The value before the take is based on the hypothetical condition that the "Muller Parkway Project" would have had no effect on the property.
2. The value after the take is based on the extraordinary assumption that construction of the "Muller Parkway Project" is completed as per the supplied plans.
3. The value before the take is based on the extraordinary assumption that the condition noted during the September 24, 2025 inspection was similar to that on the May 2, 2025 effective date of value.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

THE DIFEDERICO GROUP

Tio S. DiFederico, MAI
Certified General Real Estate Appraiser
Nevada Certificate #A.0000150-CG

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ADDENDA

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Agrihood
Location:	Adjacent to the Towns of Minden and Gardnerville, Douglas County, NV 89423
Assessor Parcel Numbers (APN's):	Thirty-four (34) Douglas County parcels that are identified in this appraisal report.
Owner of Record:	Park Ranch Holdings, LLC
Date of value opinion - Retrospective:	May 2, 2025
Date of inspection:	September 24, 2025
Date of report:	November 5, 2025
Property rights appraised:	Fee Simple estate
Land Area – Before the Take:	1,155.710-acres / 50,342,728 square-feet
Land Area for Proposed Fee Takes:	3.541-acres / 154,251 square-feet
Land Area for Proposed PE's:	6.769-acres / 294,857 square-feet
Land Area – Remainder:	1,152.169 acres / 50,188,477 square-feet
Land Area – Remainder Unencumbered:	1,145.400-acres / 49,893,620 square-feet
Land Area – Remainder Encumbered:	6.769-acres / 294,857 square-feet
Zoning Designation	A-19 (19-acre minimum size), and RA-5 (5-acre minimum size), under the jurisdiction of Douglas County
Client/Intended user/Intended use:	The client is Kent R. Robison, Esq., c/o Robison, Sharp, Sullivan & Brust. The intended use is to assist Douglas County in acquiring the Right-of-Ways and Permanent Easements for the "Project."
Highest and Best Use:	"As If Vacant"
Highest and Best Use - Before Condition:	As proposed with the Buckeye Farms Agrihood
Highest and Best Use - After Condition:	As proposed with the Buckeye Farms Agrihood

Based on the analyses and conclusions in this report and subject to the definitions, assumptions, and limiting conditions expressed herein, it is my opinion that the just compensation due to the property owners, as of May 2, 2025, was:

Value in the Before Acquisition	**$ 173,356,500**
Less Value of the Acquisition (FEE) & Permenent Easements (PE's)	**$ 632,702**
Value of the Remainder in the Before the Acquisition	**$ 172,723,798**
Value of the Remainder After the Acquisition	**$ 172,723,798**
Severance Damages	**$ -**
Just Compensation:	
Severance Damages	**$ -**
Value of the FEE Acquisition	**$ 531,167**
Plus Value of the Permanent Easements	**$ 101,535**
Estimated Just Compensation Due	**$ 632,702**
Rounded to:	**$ 635,000**

The above value is based on the following hypothetical condition and extraordinary assumptions, and their use might have affected the assignment results:

1. The value before the take is based on the hypothetical condition that the "Muller Parkway Project" would have had no effect on the property.
2. The value after the take is based on the extraordinary assumption that the construction of the "Muller Parkway Project" is completed as per the supplied plans.
3. The value before the take is based on the extraordinary assumption that the condition noted during the September 24, 2025 inspection was similar to that on the May 2, 2025 effective date of value.

GENERAL INFORMATION

IDENTIFICATION OF SUBJECT

The subject property consists of thirty-four (34) parcels located along the north, south, and west sides of the Muller Parkway Project, east of Heybourne Road, north and south of Buckeye Road, and north of Toler Lane, adjacent to the Towns of Minden and Gardnerville in Douglas County, Nevada 89423. The property can also be identified as Douglas County Assessor Parcel Numbers (APN's):

APN'S	APN'S
1320 - 20 - 000 - 016	1320 - 28 - 000 - 052
1320 - 20 - 000 - 021	1320 - 28 - 000 - 053
1320 - 20 - 000 - 022	1320 - 28 - 000 - 054
1320 - 20 - 000 - 023	1320 - 28 - 000 - 055
1320 - 21 - 000 - 014	1320 - 28 - 000 - 056
1320 - 21 - 000 - 015	1320 - 29 - 000 - 015
1320 - 21 - 000 - 017	1320 - 32 - 501 - 020
1320 - 21 - 000 - 018	1320 - 32 - 501 - 021
1320 - 21 - 000 - 019	1320 - 33 - 001 - 009
1320 - 27 - 002 - 039	1320 - 33 - 001 - 010
1320 - 28 - 000 - 022	1320 - 33 - 001 - 011
1320 - 28 - 000 - 027	1320 - 33 - 001 - 012
1320 - 28 - 000 - 028	1320 - 33 - 001 - 013
1320 - 28 - 000 - 031	1320 - 33 - 001 - 014
1320 - 28 - 000 - 039	1320 - 33 - 001 - 015
1320 - 28 - 000 - 040	1320 - 33 - 001 - 016
1320 - 28 - 000 - 051	1320 - 34 - 001 - 035

A brief legal description of the property is as follows:

PORTIONS OF THE SECTIONS 20, 21, 27, 28, 29, 32, 33, AND 34, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA

CURRENT OWNERSHIP AND SALES HISTORY

A guideline of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) is that any pending or prior sales of the subject property over the last three (3) years must be analyzed.

According to public records, there have been no arm's-length transfers of the subject site in the three (3) years prior to the effective date of value. And to the best of my knowledge, as of the effective date of this appraisal assignment, the subject site was not in escrow, or subject to an option to buy. However, I did find developable portions of the property listed for sale with Michelle McGrath, (MLS#240001494) for over a year as of the effective date of value.

Developable portions of the property, which are reported to be 575-acres, are listed for sale in MLS for $115,760,000 ($201,322/Acre). This is actually up about 4.4% from the $110,900,000 ($192,870/Acre) that it was listed for in February of 2024. And Neighborhood 1, which reportedly includes 139 of the developable acres, is listed separately for $21,060,000 or $151,511 per acre. It is my understanding that D.R. Horton has shown interest in purchasing this portion of the property, and there are active negotiations at this time.

Based on the length of time it has been listed, the asking price of $201,222 per acre is considered to be above what this site would have been expected to sell for on May 2, 2025. However, this is typical as sellers will usually leave room for negotiations when listing their properties for sale.

PURPOSE, PROPERTY RIGHTS AND EFFECTIVE DATE

The purpose of this appraisal is to develop an opinion of the just compensation due to the property owner for seven (7) Fee takings and five (5) PE's for Douglas County's "Muller Parkway Project." The effective date of value is May 2, 2025.

CLIENT, INTENDED USER AND INTENDED USE

The client and intended user of the report is Kent R. Robison, Esq., c/o Robison, Sharp, Sullivan & Brust. The intended use of the report is to assist Douglas County in acquiring the Right-of-Ways and PE's needed for Douglas County's Muller Parkway Project.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

DEFINITION OF AGRIHOOD

An agrihood is a community that incorporates a significant farming component, distinguishing it from a simple community garden. It features a working farm that produces food, providing various benefits to residents and potentially the wider community. Agrihoods are designed to foster community connection and cater to the growing consumer interest in health and wellness. They can be found in diverse locations, from rural areas to major cities, and are increasingly seen as attractive options for home buyers. Source: National Association of Home Builders, (NAHB). *https://www.nahb.org/search#q=definition%20of%20Agrihood&tab=all.*

DEFINITION OF BEFORE AND AFTER RULE

In eminent domain valuation, a procedure in which just compensation is measured as the difference between the value of the entire property before the taking and the value of the remainder after the taking. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).

DEFINITION OF CONDEMNATION

The act or process of enforcing the right of eminent domain. Source: Appraisal Institute, *(The Dictionary of Real Estate Appraisal, 7th Edition, 2022).*

DEFINITION OF EMINENT DOMAIN

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. Source: Appraisal Institute, *(The Dictionary of Real Estate Appraisal, 7th Edition, 2022).*

DEFINITION OF EXTRAORDINARY ASSUMPTION

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Source: USPAP, *(The Dictionary of Real Estate Appraisal, 7th Edition, 2022).*

DEFINITION OF HYPOTHETICAL CONDITION

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Source: USPAP, *(2020-2021 ed).*

DEFINITION OF JUST COMPENSATION

In condemnation, the amount of loss for which a property owner is compensated when property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. Source: Appraisal Institute*, (The Dictionary of Real Estate Appraisal, 7th Edition, 2022).*

The Nevada Constitution has a similar definition: In all eminent domain actions, just compensation shall be defined as that sum of money, necessary to place the property owner back in the same position, monetarily, without any governmental offsets, as if the property had never been taken. Just compensation shall include, but is not limited to, compounded interest and all reasonable costs and expenses actually incurred.

DEFINITION OF LARGER PARCEL

The term *larger parcel* cannot be found in comprehensive appraisal textbooks such as *The Appraisal of Real Estate*, *15th ed*. (Chicago: Appraisal Institute, 2020), but there is a definition provided in *The Dictionary of Real Estate Appraisal*, *7th ed*. (Chicago: Appraisal Institute, 2022). "In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use."

The subject of this analysis is a 1,155.71-acre site that consists of thirty-four (34) contiguous parcels that I understand are controlled by David Park. Therefore, all thirty-four (34) of the subject parcels meet the first two (2) requirements, proximity (they are contiguous), and unity of ownership or control (all are controlled by Park Ranch Holdings LLC/David Park).

Again, the elements for consideration in making a determination of a larger parcel are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership or control, and unity of highest and best use. As for the third element, unity of highest and best use, the thirty-four (34) parcels make up the Buckey Farms Specific Plan that was approved for an agrihood development by the Douglas County Commission. Therefore, the thirty-four (34) parcels that make-up this 1,155.71-acre site represent the "Larger Parcel" and will be analyzed as one site in this analysis.

DEFINITION OF MARKET VALUE

Market value is defined as:

The highest price, on the date of valuation, that would be agreed to by a seller, who is willing to sell on the open market and has reasonable time to find a purchaser, and a buyer, who is ready, willing and able to buy, if both the seller and the buyer had full knowledge of all the uses and purposes for which the property is reasonably adaptable and available. In determining value, except as otherwise provided in this subsection, the property sought to be condemned must be valued at its highest and best use without considering any future dedication requirements imposed by the entity that is taking the property. If the property is condemned primarily for a profit-making purpose, the property sought to be condemned must be valued at the use to which the entity that is condemning the property intends to put the property, if such use results in a higher value for the property. (Added to NRS by 1959, 596; A 1989, 548; 1993, 525; 1995, 501; 2007, 331)

The Nevada Constitution has a similar definition: In all eminent domain actions where fair market value is applied, it shall be defined as the highest price the property would bring on the open market.

DEFINITION OF PROPERTY RIGHTS APPRAISED

Fee simple estate is defined as an: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Source: Appraisal Institute, *(The Dictionary of Real Estate Appraisal, 7th Edition, 2022).*

DEFINITION OF RETROSPECTIVE VALUE OPINION

Retrospective value opinion is defined as: "A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." Source: *The Dictionary of Real Estate Appraisal, 7th Edition.* (Chicago: Appraisal Institute, 2022).

DEFINITION OF STATE RULE

In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net damages; may be referred to as a *taking plus damages rule*. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, *7th ed*. (Chicago: Appraisal Institute, 2022).

SCOPE OF WORK

This analysis involves fee acquisitions and PE's for Douglas County's Muller Parkway Project. This appraisal assignment involves estimating the just compensation due to the property owner for these acquisitions. Douglas County's Muller Parkway Project is described on page 122 of this report.

For this assignment I followed "State Rule," which has been adopted by the State of Nevada for condemnation proceedings. The nine (9) procedural steps in applying state rule are outlined in Real Estate Valuation in Litigation, published by the Appraisal Institute. These steps are as follows:

State Rule			
1.	Value before taking		$ -
2.	Value of the part taken (as part of whole)	-	$ -
3.	Remainder value before taking	=	$ -
4.	Remainder value after taking	-	$ -
5.	Damages to remainder	=	$ -
6.	Special benefits to remainder	-	$ -
7.	Net damage to remainder	=	$ -
8.	Value of part taken (as part of whole)	+	$ -
9.	Total difference (just compensation)	=	$ -

For this assignment, I took the following steps to gather, confirm, and analyze relevant data.

- I inspected the subject property and surrounding area on September 24, 2025. Paul Pettersen, Douglas County Community Development Construction Inspector, accompanied me on that inspection. The photographs included in this report were taken by Tio S. DiFederico, MAI, during that inspection.
- I collected factual information about the property and the surrounding market and confirmed that information with various sources as of the effective date of value.
- I then performed a highest and best use analysis of the subject site in its before condition as of May 2, 2025, the effective date of value. Based on the highest and best conclusion, I estimated the market value of the fee simple estate in the site in the "before condition."
- Appraisers usually consider the three (3) approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach and income capitalization approach.
- The purpose of this assignment is to provide a supportable opinion of the land being acquired for the Right-of-Ways in Fee and the Permanent Easements (PE's). For this assignment, I used the Sales Comparison Approach. This methodology is considered to offer the best indication of a property's land value and is the typical method used value land. The cost approach, which estimates the cost to construct improvements, less depreciation, and the income approach, which analyzes the income being produced were not applicable to the land value and were not used in this analysis.
- The next part of the report involved analyzing and estimating the value of the property in the before condition. I first analyzed the value of this property as if it were available to be developed to its highest and best use on May 2, 2025. After concluding the "before value," I analyzed the value of the portions to be acquired for the project. I then valued the remainder in its before and after condition to conclude what, if any, net damages accrue to the remainder due to the "Muller Parkway Project," as of the effective date of value, May 2, 2025.

REPORT FORMAT

The report has been prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As such, it contains discussions of the data, reasoning, and analyses that are used in the appraisal process. Supporting documentation is retained in my file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

AREA ANALYSIS

The Regional Map following this analysis shows the Douglas County area. According to the U.S. Census Bureau, the county has a total area of 710.5 square miles. This County is located in the northwestern portion of Nevada and is bordered by the State of California to the west and southwest, the consolidated municipality of Carson City to the north, and Lyon County to the northeast and east. Douglas County, which is now one of 17 counties in Nevada, was one of the original nine (9) counties established in 1861 as part of the Nevada Territory.

Douglas County contains ancestral lands belonging to the Washoe Tribe and former trading posts and settlements from the 1800s such as Double Springs and Mottsville. The oldest non-indigenous settlement in the Nevada is the Town of Genoa, which was established in1851. It was formerly known as Mormon Station. Genoa served as the first seat of government for Douglas County and has a local historic district. A portion of the Town is on the National Register of Historic Places.

There are three (3) unincorporated towns in the County: Gardnerville, Genoa, and Minden. The area includes the Carson Range of the Sierra Nevada Mountains in the west and the Pine Nut Mountains in the east. Elevations range from 9,593 feet at East Peak to approximately 4,640 feet where the Carson River flows into Carson City. Most of the County is located in the Great Basin Desert and is characterized by an arid climate.

Minden and Gardnerville are located near the center of this valley. Minden is the County Seat of Douglas County. Carson City, the State capital, is located approximately 15 miles north of Minden. And Minden is approximately 45 miles south of Reno and 18 miles east of Lake Tahoe. The Town of Gardnerville, was established in 1879. It's history is influenced by Danish and Basque settlers. The Town of Minden was established in 1906. It was planned by the Dangberg family to serve workers in ranching and farming operations. The Dangberg Land and Livestock Company operated cattle and sheep ranches in Douglas and Alpine County, California. Minden's early growth was spurred with the extension of the Virginia & Truckee Railway to Minden in 1906.

The Carson Valley lies in the middle of the Douglas County and consists of approximately 420 square miles. This is a productive agricultural region that depends on the Carson River Watershed. Other water bodies in Douglas County include Lake Tahoe, and Topaz Lake, which are both shared with the State of California, and the Walker River.

The Carson Valley's climate is considered to be mild. Summer temperatures average high's from the mid-80s to the mid-90s Fahrenheit, with July typically being the hottest month. The region's high-desert climate, combined with its elevation of 4,700 feet, results in significant daily temperature swings, with cooler nights. The average year-round temperature is around 55°F. Winters with average lows around 25°F. The average yearly precipitation is approximately 9.25-inches. Occasional snows may be expected from December to April, but the ground accumulation is usually light and generally not long lasting. The average annual snowfall is approximately 20-inches.

The two major highways serve the Carson Valley, U.S. Highway 395, and State Highway 88. U.S. Highway 395 is a north–south artery through the city. It extends from Southern California, north along the eastern portion of California and into Nevada, then continues north into Oregon. State Highway 88 is a two-lane road through the Minden-Gardnerville area. It extends from the junction with U.S. Highway 395 southwest to Stockton, California.

LAW AND GOVERNMENT

Douglas County is governed by a five-member elected Board of County Commissioners. Other elected officials include the District Attorney, Sheriff, Assessor, Recorder, Public Administrator, District Court Judges, Justices of the Peace, and Clerk-Treasurer. As of fiscal year 2019, there were approximately 558 full-time employees in Douglas County. This does not include those in the unincorporated towns of Gardnerville, Genoa, and Minden.

Each of the three (3) unincorporated towns has an elected five-member town board as well as a Town Manager. There are 31 taxing districts in Douglas County, including 17 General Improvement Districts (GIDs). Douglas County has the highest number of GIDs in the State of Nevada. The GIDs include communities such as the Gardnerville Ranchos and Indian Hills in the Carson Valley and Kingsbury and Round Hill at Lake Tahoe.

The East Fork Fire and Protection Districts provide fire protection and paramedic services for the Carson Valley portion of Douglas County, and the Tahoe-Douglas Fire Protection District serves the Tahoe Basin portion. The U.S. Forest Service (USFS) and the Bureau of Land Management (BLM) are the primary respondents to fires on federal lands.

The Douglas County Sheriff's Office (DCSO) serves as the County's only local law enforcement agency within both the Tahoe and East Fork Townships. The main base of operations is located in the Town of Minden at the Judicial and Law Enforcement Building on Buckeye Road, which houses the main jail. Substations are located in Lake Tahoe, Indian Hills, Gardnerville Ranchos, and Holbrook Junction. The DCSO employed 130 staff members, including 110 sworn officers.

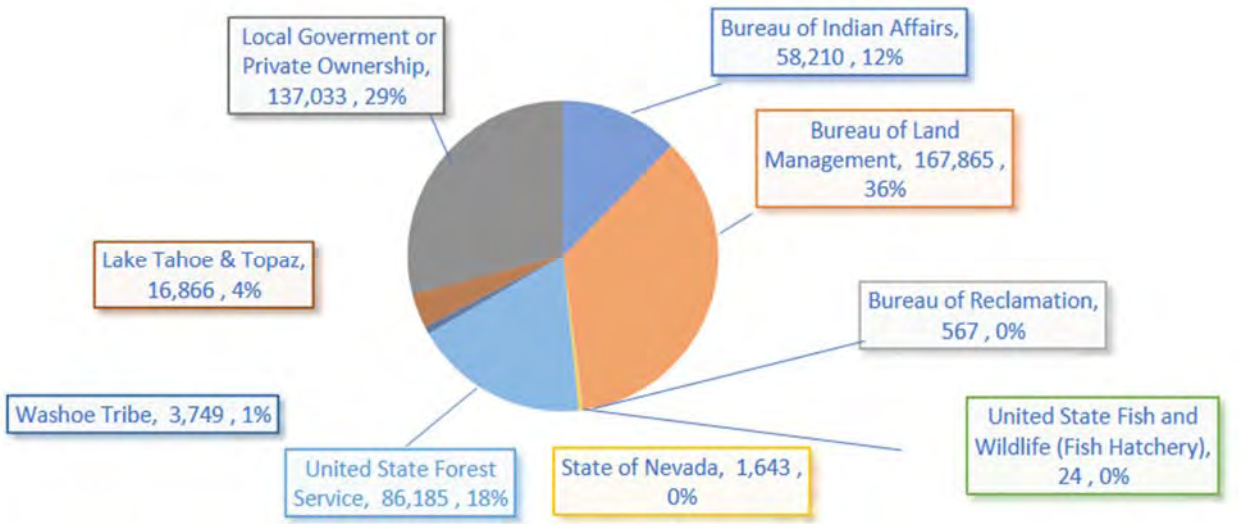
DCSO provides a wide range of specialized services, such as special weapons and tactics (SWAT), crisis negotiation, bomb squad, K-9, motorboat patrol, search and rescue, school safety intervention, and youth education programs. Douglas County participates in regional support roles to other partnering agencies. The DCSO operates four divisions: administration, investigations, jail, and patrol.

The Judicial Law Enforcement Center (JLEC) contains the Douglas County District Court, the District Attorney's office, the Sheriff's office, and the county jail, which has 130 bed spaces (or 3.24 beds per 1,000 residents). The building includes administrative space, court rooms, and jail facilities. The Lake Tahoe Substation is the only full-service substation and includes 22 bed spaces for inmates.

The County owns and manages the Minden-Tahoe Airport, which was established in 1942 to support military operations during World War II. The airport serves as a general aviation airport and an aerial firefighting center (Sierra Front Interagency Dispatch Center).

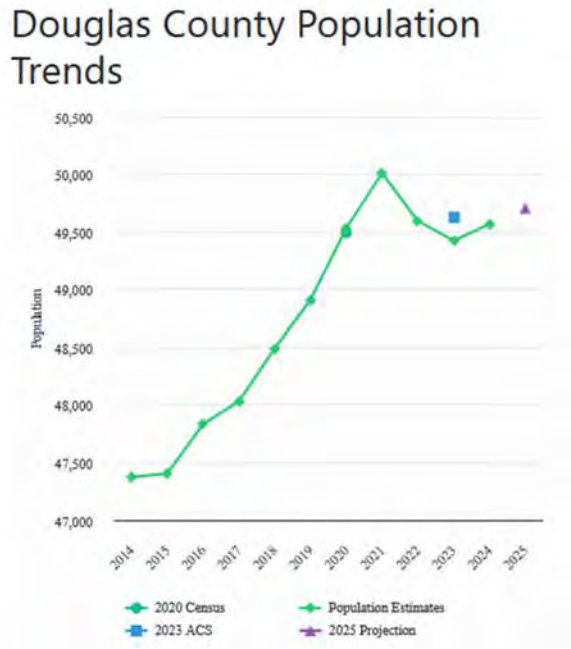
The county-owned Douglas Area Rural Transit (DART) provides local public transit services in the Carson Valley, with connections to regional express services by the Tahoe Transportation District.

Similar to many counties in Nevada, most of the acreage in Douglas County is under the jurisdiction of the federal government. Federal lands account for almost 68% percent of the acreage in Douglas County. The Bureau of Land Management (BLM) properties are located to the east in the Pinenut Region; the U.S. Forest Service properties are located to the west in the Carson Range of the Sierra Nevada Mountains and in the southernmost portion of the County. According to Douglas County, land ownership is as follows.



POPULATION/DEMOGRAPHICS

According to the U.S. Census Bureau, Douglas County had a population of 49,564 in 2024. The 2025 projected population for Douglas County is 49,706. This projection assumes an annual rate of change of 0.3%, consistent with the population change from 2023 to 2024 according to the US Census Bureau's 2024 Population Estimates Program.



Sources: United States Census Bureau. P2 Hispanic or Latino, and Not Hispanic or Latino by Race. 2020 Census State Redistricting Data (Public Law 94-171) Summary File. August 2021. United States Census Bureau. Annual Estimates of the Resident Population: April 1, 2020 to July 1, 2024. Population Division. May 2025. United States Census Bureau. 2023 American Community Survey 5-Year Estimates. December 2024. Cubit Planning. 2025 Population Projections. December 2024.

In 2023, the median household income of Douglas County households was $88,018. Douglas County households made slightly more than Washoe County households ($85,600) and Lander County households ($84,474). The median age for Douglas County residents is 54.2 years old. The fastest-growing age group between 2010 and 2022 was the 65+ group.

From 2022 to 2023, employment in Douglas County, NV grew at a rate of 0.0415%. The most common job groups, by number of people living in Douglas County, NV, were Management Occupations, 2,855, Sales & Related Occupations, 2,590, and Office & Administrative Support Occupations, 2,464.

EDUCATION

The Douglas County School District operates three (3) high schools, two (2) middle schools, and seven (7) elementary schools. They also operate two (2) alternative schools, Aspire Academy High School and Jacobsen High School (at China Spring Youth Camp). According to the U.S. News 2019 ranking of United States public high schools, George Whittell High School ranked ninth and Douglas High School ranked 22nd out of 139 public high schools in Nevada. Total student enrollment in the Douglas County School District had been decreasing, whereas student enrollment had been trending upward the past five years in Lyon County and Carson City.

UTILITIES

There are 39 public water systems in Douglas County: 26 in the Carson Valley and Topaz Regions and 13 in the Tahoe Basin Region. Public water systems have at least 15 connections or serve an average of 25 people for at least 60 days per year. Water systems are classified as either community systems, non-transient non-community, or transient non-community.

Under the Douglas County Development Code, new development is exempt from connecting to a public water supply if the area is not identified in the Master Plan as anticipating connection to or construction of a water system. In areas where public water supply is currently within 2,000 feet, developments must be approved with conditions requiring installation of a water distribution system that connects to the public water supply.

The Gardnerville Water Company serves the Town of Gardnerville, adjacent areas, and the Washoe Tribe Travel Plaza/Casino south of Pinenut Road. The Town of Minden provides water to portions of Douglas County, the Indian Hills GID, and Carson City (as a result of the inter-tie project). The Gardnerville Ranchos GID provides residential and commercial water service to residents and businesses south of the Towns and west of U.S. Highway 395, with over 4,400 residential customers.

There are approximately 5,960 parcels in Douglas County that contain septic systems, which are primarily concentrated in the Johnson Lane, Ruhenstroth, and East Valley communities. In recent technical memos on the North Valley Wastewater Treatment Plant, engineering consultants CH2M Hill stated there were 421 parcels located within 330 feet of sewer lines and another 1,048 parcels in the Johnson Lane community that are more than 330 feet from the nearest sewer line. County code requires those parcels within 330 feet to hook up to sewer services, thereby reducing septic tank concentrations while also increasing flows to the County's wastewater treatment plant.

The recent Douglas County's North Valley Wastewater Treatment Plant expansion cost approximately $12 million. Funding for this project was provided by Redevelopment Agency funding, State Revolving Funds (SRF), CIP funds, and CDBG funds. Wastewater system

upgrades have been carried out for the Indian Hills GID. The USDA Rural Development Program provided a loan of $1.5 million for sludge dewatering.

Douglas County is required to submit a solid waste management plan to NDEP every five years, pursuant to NAC section 444.658. A voter-initiated ballot measure that restricts mandatory garbage service for County residents was passed in the 1994 general election, but it allows residents to request garbage pick-up services on a voluntary subscription basis. The only mandatory trash service is in the Towns of Gardnerville and Minden. Douglas Disposal has the current franchise agreement with Douglas County. Solid waste is transported either to the Douglas County Transfer Station or the South Tahoe Refuse Transfer Station. Waste is consolidated at the Transfer Stations and then transported to the Lockwood Sanitary Landfill in Storey County or to the Carson City Landfill. Douglas County's only landfill closed in 1993.

TAXABLE RETAIL SALES

According to the Nevada Department of Taxation, taxable sales in May of 2025 increased by $2.97M or about 3.1% from April to May in 2025. As for the year-to-date data, taxable sales increased by $39.49M or about 3.8% from May 2024 through May 2025. The highest monthly increase was in Trade Specialty Contractors at $2.00M, with the highest year-to-date increase in General Merchandise Retailers at $6.32M.

County	NAICS	Taxable Sales	Prior Sales	$ Change	Δ% Mo.	Taxable Sales YTD	Prior Sales YTD	$ Change	Δ% Y-to-D
Douglas	Totals	$ 99,077,006.62	$ 96,110,206.99	$ 2,966,799.63	3.09%	$ 1,075,663,354.27	$ 1,036,170,837.95	$ 39,492,516.32	3.81%

Source: Nevada Department of Taxation

RETAIL MARKET DATA

The commercial corridor of North Valley, the Towns of Minden and Gardnerville, and the industrial areas of Airport, Minden, Gardnerville, and Gardnerville Ranchos are the employment centers for the County and the Towns. The commercial core stretching along U.S. 395 through Minden and Gardnerville is a prime area for expansion of commercial use. The North Valley areas have many vacant units that need repurposing. Economic strengths include a successful downtown (Southlake Town Square) and a primarily affluent population with livability advantages that attract educated residents.

The U.S. 395 Corridor is predominantly commercial in terms of existing development, consisting of older facilities, though some have been redeveloped with modern professional offices, retail shops and other commercial services.

There is approximately 2.9M square feet of retail inventory in Douglas County. There is nothing under construction and net absorption was 10K square feet over the prior twelve months. The current vacancy rate is 5.0% and the average asking rate is $1.73 per square foot per month. The average sales price was $209 per square foot, with the market overall capitalization rate at 7.4%. The following is a summary of the Douglas County Retail Market, as reported by CoStar.

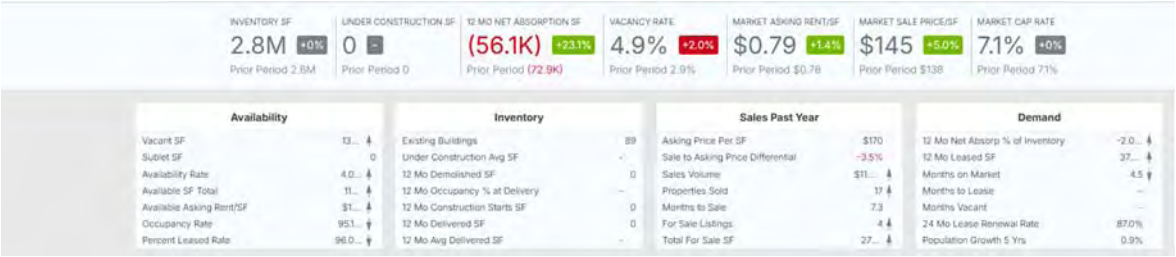


Source: CoStar Market Summary.

INDUSTRIAL MARKET DATA

There are several areas in County designated for industrial development. Approximately 800 acres around the Minden-Tahoe Airport is zoned Industrial and an assessment district was created to provide municipal water and sewer service to the area. The Meridian Business Park is located on the south side of Airport Road between U.S. Highway 395 and the Minden-Tahoe Airport. Development in this area involves primarily light industrial. The Carson Valley Business Park is located northeast of the Airport and covers about 340 acres. Development in this park consists of light industrial and research and development uses.

There is approximately 2.8M square feet of industrial inventory in Douglas County. There is nothing under construction and net absorption was -56.1K square feet over the prior twelve months. The current vacancy rate is 4.9% and the average asking rate is $0.79 per square foot per month. The average sales price was $145 per square foot, with the market overall capitalization rate at 7.1%. The following is a summary of the Douglas County Industrial Market, as reported by CoStar.

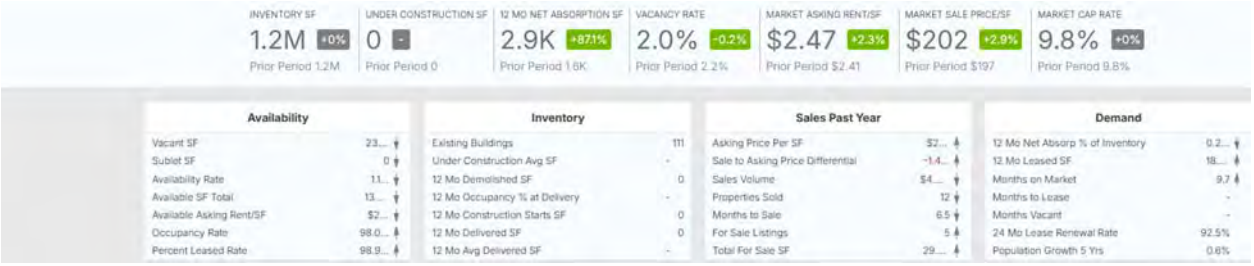


Source: CoStar Market Summary.

OFFICE MARKET DATA

There is approximately 1.2M square feet of office inventory in Douglas County. There is nothing under construction and net absorption was 2.9K square feet over the prior twelve months. The current vacancy rate is 2.0% and the average asking rate is $2.47 per square foot per month. The average sales price was $202 per square foot, with the market overall capitalization rate at 9.8%.

The following is a summary of the Douglas County Office Market, as reported by CoStar.



Source: CoStar Market Summary.

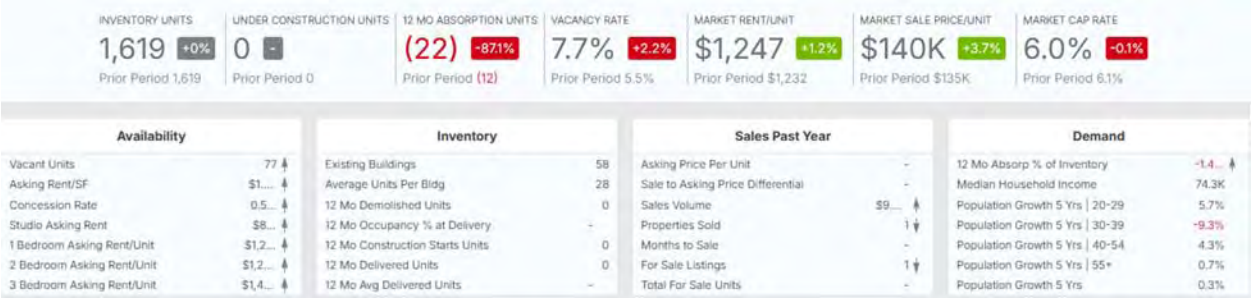
MULTI-FAMILY MARKET DATA

As of 2020, property owners had to have a multi-family residential land use designation in order to propose multi-family residential zoning. To encourage more multi-family residential development, Douglas County could permit multi-family residential zoning in the Commercial Land Use Designation.

The mixed-use commercial zoning district, which allows up to 16 dwelling units per acre, is already a permitted zoning district within the Commercial land use designation. Douglas

County should consider allowing applicants to request zoning map amendments for multi-family residential zoning in the commercial land use category to facilitate additional housing, including affordable housing, within the County. To encourage more residential density, it may also be appropriate to require a minimum density of 10 to 12 units per acre for proposed multi- family residential development.

There are approximately 1,619 multi-family units in Douglas County. There is nothing under construction and net absorption was -22 units over the prior twelve months. The current vacancy rate is 7.7% and the average asking rate is $1,247 per unit per month. The average sales price was $140K per unit, with the market overall capitalization rate at 6.0%. The following is a summary of the Douglas County Multi-Family Market, as reported by CoStar.



INVENTORY UNITS	UNDER CONSTRUCTION UNITS	12 MO ABSORPTION UNITS	VACANCY RATE	MARKET RENT/UNIT	MARKET SALE PRICE/UNIT	MARKET CAP RATE
1,619 +0%	0 -	(22) -87.1%	7.7% +2.2%	$1,247 +1.2%	$140K +3.7%	6.0% -0.1%
Prior Period 1,619	Prior Period 0	Prior Period (12)	Prior Period 5.5%	Prior Period $1,232	Prior Period $135K	Prior Period 6.1%

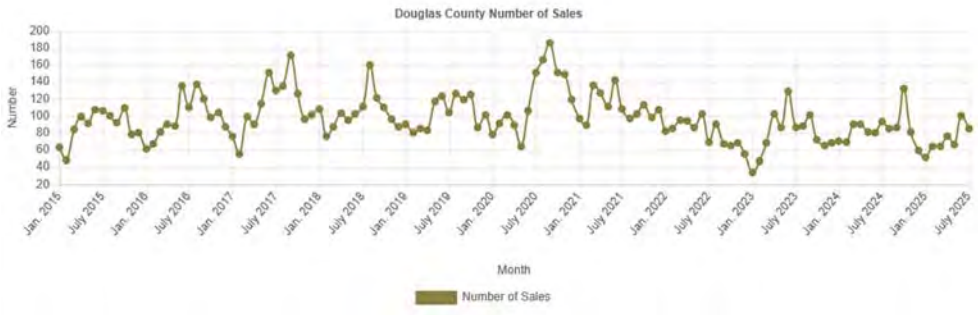
Availability		Inventory		Sales Past Year		Demand	
Vacant Units	77	Existing Buildings	58	Asking Price Per Unit	-	12 Mo Absorp % of Inventory	-1.4...
Asking Rent/SF	$1....	Average Units Per Bldg	28	Sale to Asking Price Differential	-	Median Household Income	74.3K
Concession Rate	0.5...	12 Mo Demolished Units	0	Sales Volume	$9....	Population Growth 5 Yrs | 20-29	5.7%
Studio Asking Rent	$8...	12 Mo Occupancy % at Delivery	-	Properties Sold	1	Population Growth 5 Yrs | 30-39	-9.3%
1 Bedroom Asking Rent/Unit	$1,2...	12 Mo Construction Starts Units	0	Months to Sale	-	Population Growth 5 Yrs | 40-54	4.3%
2 Bedroom Asking Rent/Unit	$1,2...	12 Mo Delivered Units	0	For Sale Listings	1	Population Growth 5 Yrs | 55+	0.7%
3 Bedroom Asking Rent/Unit	$1,4...	12 Mo Avg Delivered Units	-	Total For Sale Units	-	Population Growth 5 Yrs	0.3%

Source: CoStar Market Summary.

RESIDENTIAL MARKET DATA

According to Douglas County new residential permits have ranged from 186 in 2018, to 271 in 2024, with a total of 1,703 permits pulled and an average of 243 per year. The high was 304 in 2023. The average over the last four (4) years was over 10% above that figure at 267.5 per year. Douglas County has a slow growth initiative which limits the number of new single-family building permits which can be issued each year in the Carson Valley.

In August 2025, Douglas County had 71 sales of existing single-family homes, an increase of 1.4% from the previous month and an increase of 18.3% from last year. The following chart reflects the number of sales per month from January of 2015, through July of 2025.



According the Multiple Listing Service data, the average sales price has been steadily increasing over the last ten (10) years. In 2015 there were 762 sales with a reported average price of $168 per square foot. While the number of annual sales increased through 2020, it then began to decline through 2024's number of 545 annual sales. The drop was due to economic uncertainty and higher interest rates. However, the average price per square foot continued to increase, reaching a high of $365 per square foot in 2024. This was more than double the $168 per square foot reported in 2015.

LAND USE

Land use in Douglas County is strongly tied to the desire to preserve agriculture and open spaces. Many residents support the idea that the County should remain rural and celebrate the heritage that started with the settlers of the Carson Valley in the 1800s. Programs such as the Transfer of Development Rights (TDR), Growth Management & Housing, balance the need to preserve quality of life, rural character, and open space with the need to properly plan for growth and development in locations where infrastructure and services are available and the impact of growth can be mitigated.

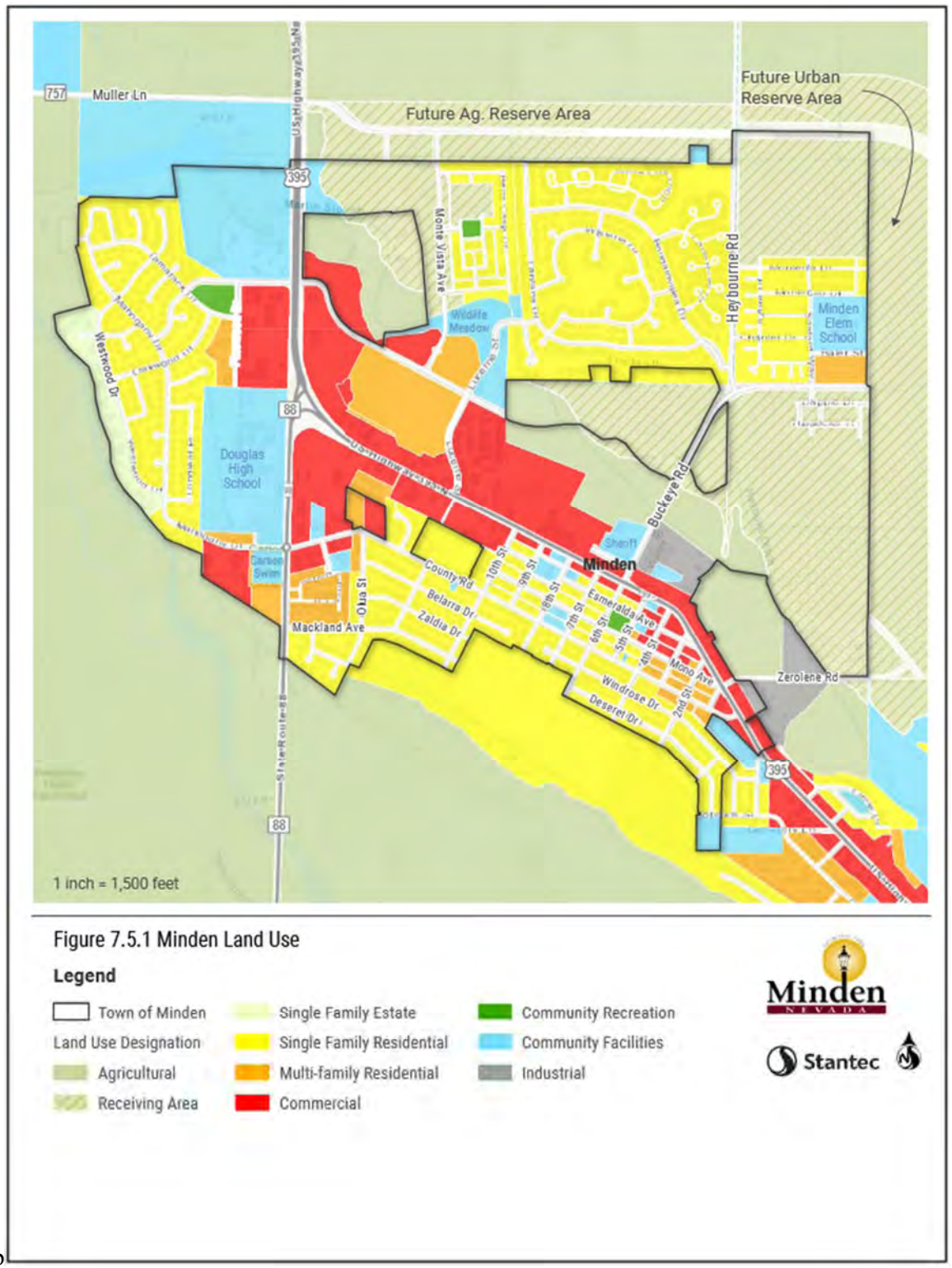
The County's TDR program was adopted in 1996 and allows property owners in "sending areas" (A-19 and FR-19 zoning districts) to transfer their development rights to designated receiving areas based on execution of conservation easements. Property owners obtain bonus development rights if the conservation easement includes floodplain acreage.

The Carson Valley has a very high percentage of low- to medium-density residential development, constituting almost 98 percent of all residential land use. High-density and very high-density residential uses occupy about two percent of all residential land in Carson Valley, and agricultural lands account for 29,594 acres.

The Minden Community Plan is approximately 4,353 acres and includes the Town and adjacent areas that are suitable for future urban development or otherwise preserved for open space. On average, this community provides a residential density of five units per acre. Several areas are designated as Receiving Areas in the Minden Community Plan and are located generally north and southwest of Minden. The development of these properties will be dependent upon the preparation and adoption of comprehensive specific plans for the areas that specify densities and land uses.

The following diagrams show the Minden Land Uses, Minden Development by year and the Minden Subdivisions. This information is from the Town of Minden web site.

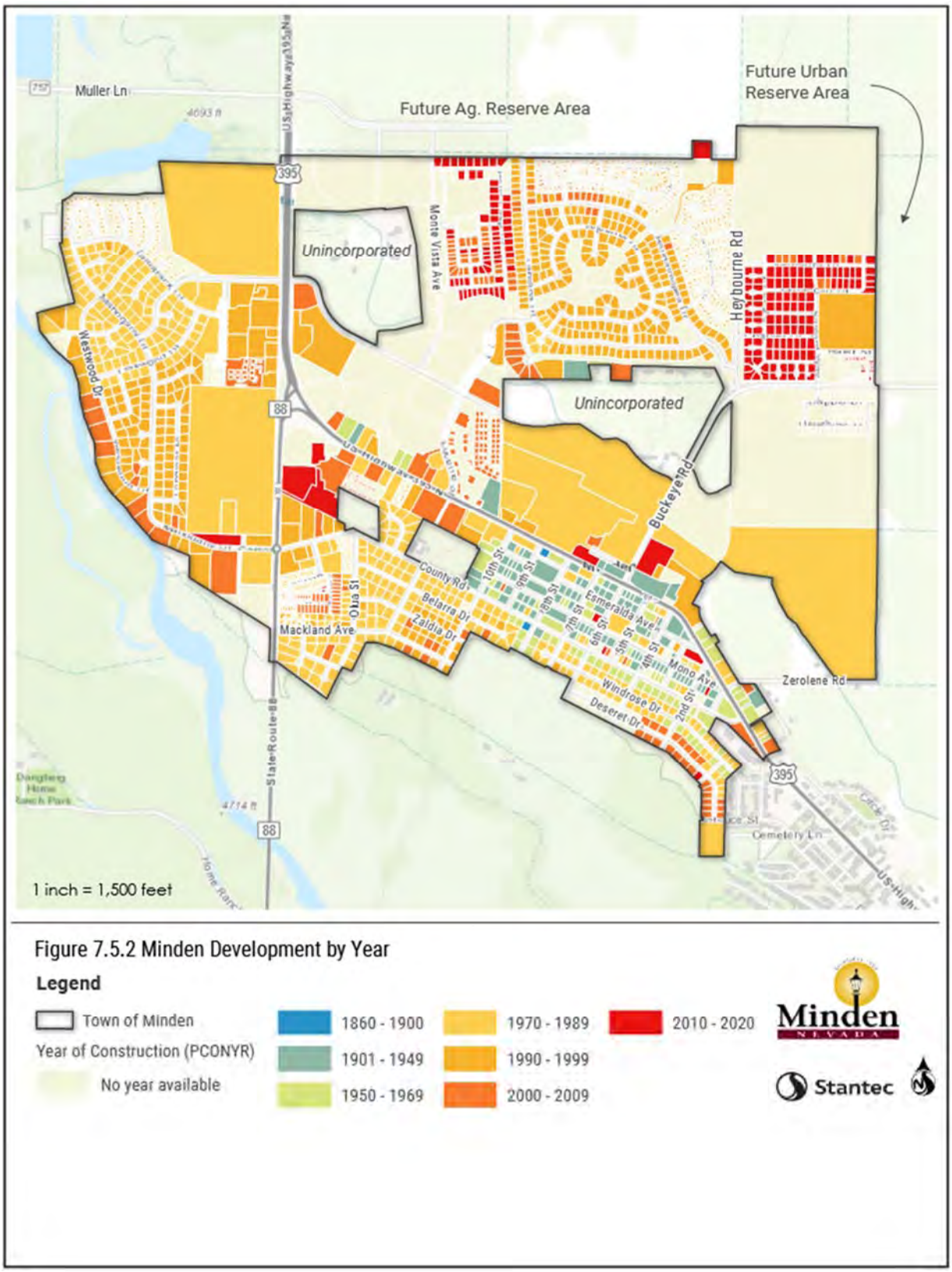
MINDEN LAND USE



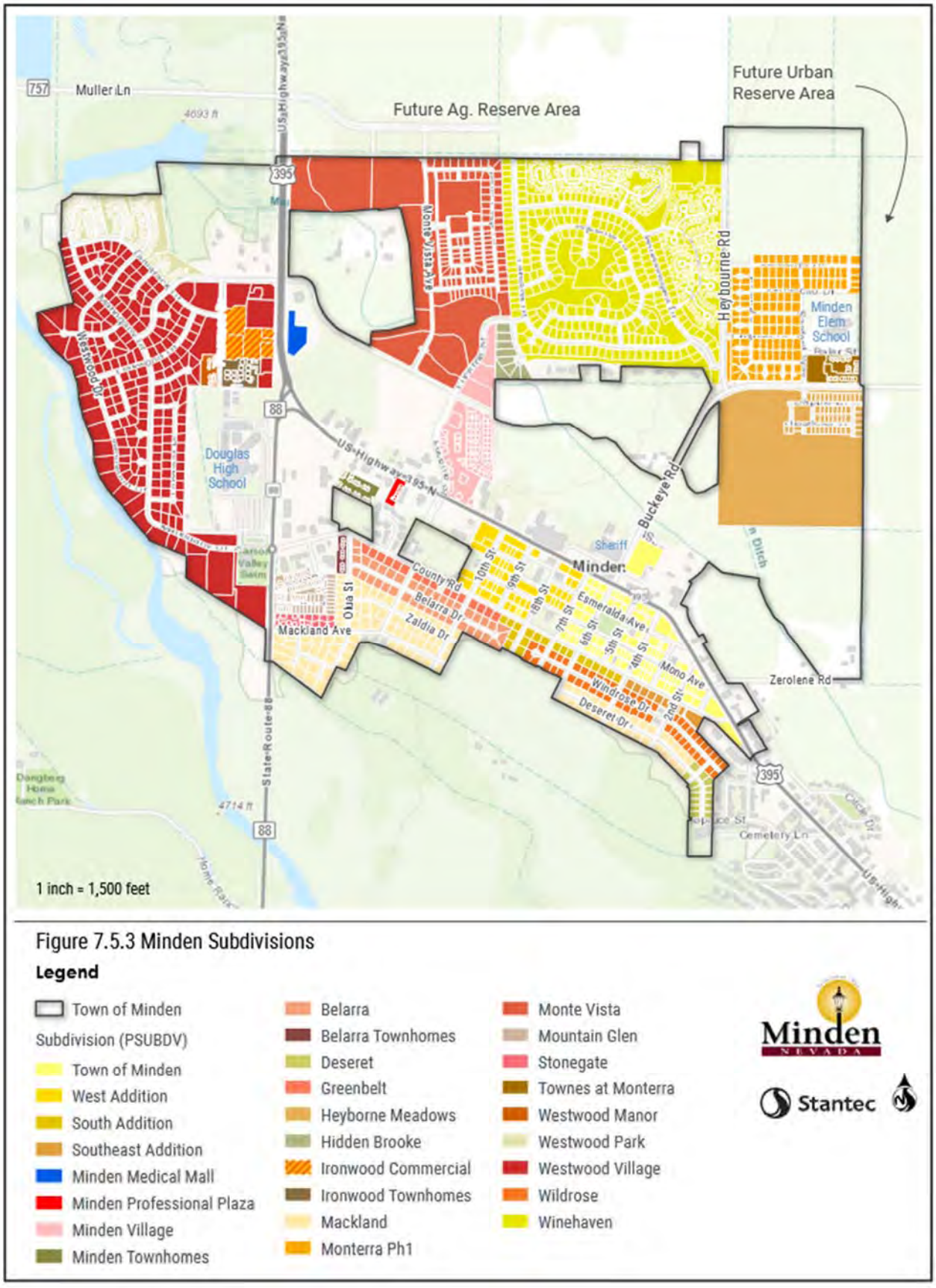
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Source: https://www.townofminden.com/DocumentCenter/View/1321/Minden-Design-Guidelines-2020

MINDEN DEVELOPMENT BY YEAR



Source: https://www.townofminden.com/DocumentCenter/View/1321/Minden-Design-Guidelines-2020



Source: https://www.townofminden.com/DocumentCenter/View/1321/Minden-Design-Guidelines-2020

GAMING

The Nevada Gaming Control Board has released its "NEVADA GAMING ABSTRACT – 2024." The ABSTRACT is a report of combined financial information regarding Nevada gaming licensees grossing $1 million or more in gaming revenue during the fiscal year ended June 30, 2024 (FY 2024). During FY 2024, there were 307 casinos in Nevada which grossed $1 million or more in gaming revenue. Together, these casinos generated net income of $2,602,694,611 from total revenues of $31,509,446,204. "Total revenue" is the money spent by patrons on gaming, rooms, food, beverage, and other attractions. "Net income/loss" is the money retained by casinos after expenses have been paid but prior to deducting federal income taxes and prior to accounting for extraordinary expenses. Gaming revenue accounted for $11,286,529,125 or 35.8% of total revenue. These 307 casinos paid $1,157,998,567 in gaming taxes and fees, equating to 10.3% of their gaming revenue.

On a county-by-county basis, Clark County had 179 casinos grossing $1 million or more in gaming revenue during FY 2024, which generated combined net income of $2,301,518,332 from total revenues of $28,527,191,865. Washoe County had 33 casinos which reported combined net income of $169,828,750 from total revenues of $1,683,584,344. Elko County had 21 casinos with $91,858,503 in combined net income. South Shore Lake Tahoe in Douglas County with 6 licensees reported a net loss of -$30,317,562. Carson Valley Area with 15 casinos generated net income of $23,814,300. The balance of the state had 53 casinos earning $45,992,288 in combined net income. The following is a summary of that report.

Area	Net Income/ Loss	% Change from FY 2023	Total Revenue	% Change from FY 2023	Gaming Revenue	% Change from FY 2023
Statewide	$ 2,602,694,611	-24.4%	$ 31,509,446,204	5.5%	$ 11,286,529,125	3.4%
Clark County	$ 2,301,518,332	-24.0%	$ 28,527,191,865	6.2%	$ 9,752,525,546	4.3%
Las Vegas Strip	$ 820,209,923	-40.4%	$ 21,885,189,189	6.8%	$ 5,721,528,309	4.9%
Downtown Las Vegas	$ 199,403,967	-23.1%	$ 1,610,499,931	3.3%	$ 797,641,158	3.2%
Laughlin	$ 8,319,319	-84.7%	$ 654,178,983	-3.0%	$ 359,144,110	-3.3%
Boulder Strip	$ 391,519,621	-5.3%	$ 1,252,224,755	0.2%	$ 850,975,738	-0.4%
Balance of County	$ 882,065,502	-4.7%	$ 3,125,099,007	8.1%	$ 2,023,236,231	6.7%
Washoe County	$ 169,828,750	-25.4%	$ 1,683,584,344	-1.0%	$ 752,400,145	-1.9%
Reno/Sparks	$ 125,922,469	-33.9%	$ 1,492,534,265	-1.5%	$ 647,933,603	-2.7%
South Shore Lake Tahoe	$ (30,317,562)	695.4%	$ 389,003,933	-1.6%	$ 172,585,148	-2.9%
Elko County	$ 91,858,503	-7.7%	$ 461,739,317	-0.9%	$ 304,101,133	-4.6%
Wendover	$ 74,583,820	-13.4%	$ 302,511,327	1.2%	$ 194,054,314	-4.7%
Carson Valley Area	$ 23,814,300	-20.3%	$ 178,526,057	0.2%	$ 121,207,673	2.3%
Balance of State	$ 45,992,288	-20.4%	$ 269,400,688	0.6%	$ 183,709,480	-2.0%

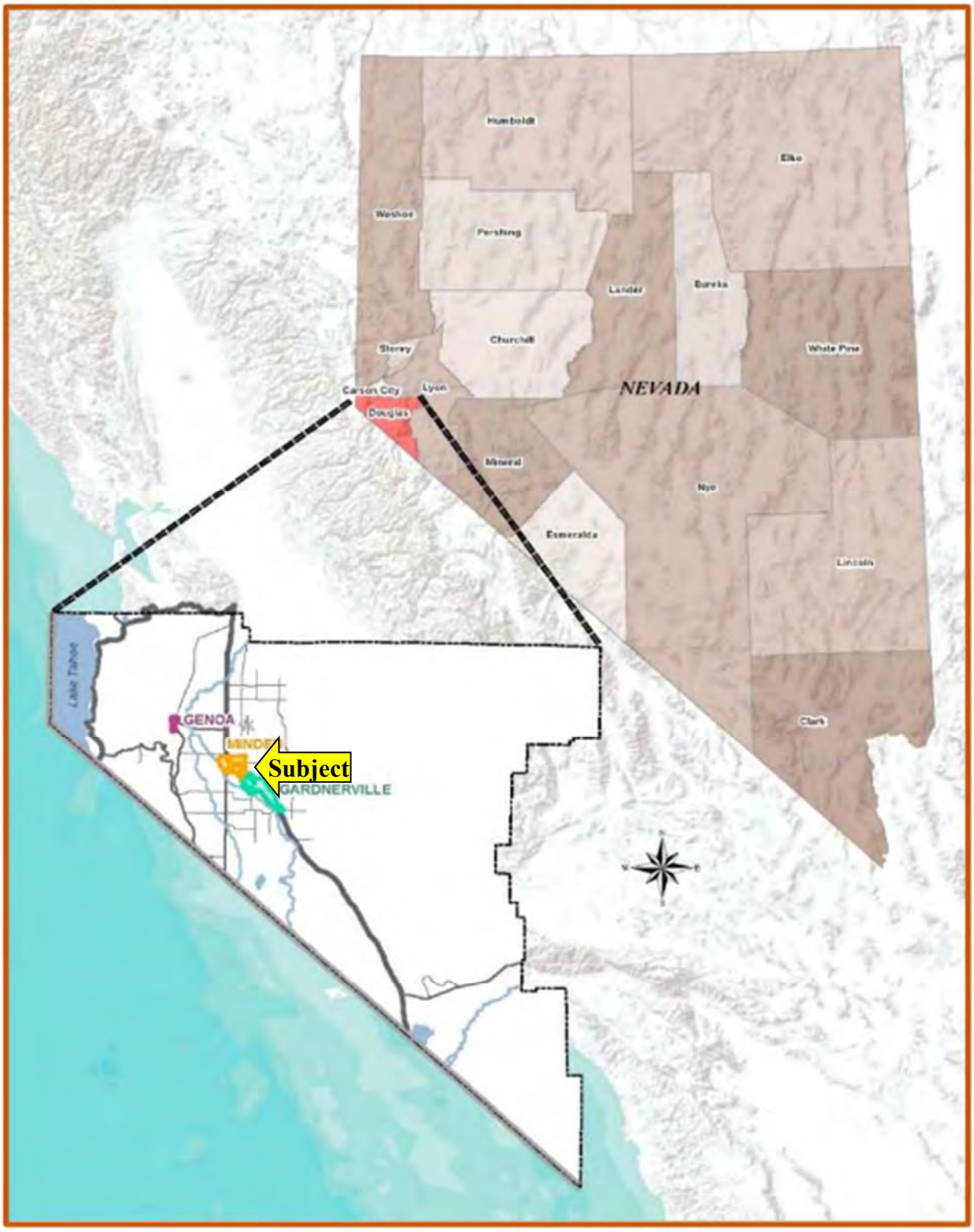
LODGING AND ANNUAL EVENTS

According to the Carson Valley Visitors Authority, there are twelve (12) lodging properties serving the area with 800 hotel rooms. This includes the Carson Valley Inn, located along U.S. Highway 395 in Minden. This property offers 224 guest rooms, a casino, restaurants, an RV-park and convention facilities. Other choices include Topaz Lake, which offers a hotel casino property in addition to camping, several motels and breakfast establishments. There are five (5) gaming casinos in Carson Valley, and five (5) RV resorts that provide full services to campers.

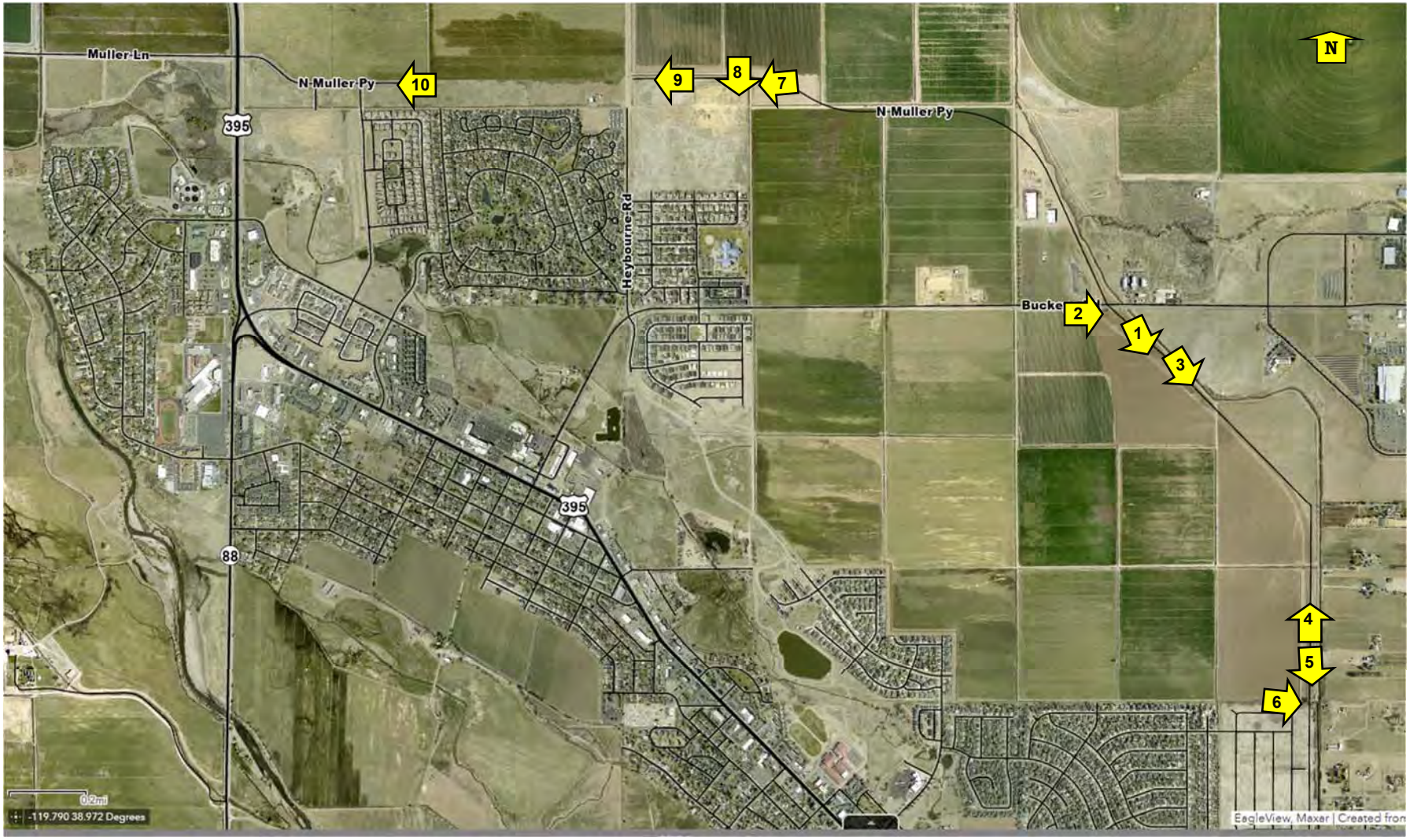
The are several events throughout the year. These include:

- Eagles & Agriculture: In February visitors can observe eagles and other raptors of all varieties, including Bald Eagles, nesting in Carson Valley during the calving season. Eagles and Ag features exclusive access to ranches for viewing. Tours are available at multiple ranches give insights into this annual pilgrimage.
- Genoa Western Heritage Days: Celebrating all things Nevada, this annual event takes place in late April or early May and features award-winning Western songwriters and live performers, a trade show highlighting Western artists and craftsmanship, cowboy poets, and much more.
- BackCountry Festival: This festival is held at the start of summer at the historic Corley Ranch in Gardnerville. This is a music festival that features live country music performances, barbecue, and brews.
- Carson Valley Days: Celebrating 115 years in 2025, thousands of locals and visitors head to Gardnerville each June for a weekend-long lineup of carnival midway games, rides, free live music, a themed parade, craft and food vendors, children's games, horseshoe tournaments and more for the family carnival.
- Summer Concerts: Throughout the summer, Minden Park hosts an outdoor concert series. Nearby, the Carson Valley Inn's summer concerts at TJ's Corral feature known entertainers and up-and-comers. A more laid-back concert experience can be had at the Dangberg Ranch Historic Park in Minden. Or head out to Genoa for their Concerts on the Green. Select a venue, choose a spot to drop a blanket and take in a concert while the sun dips behind the Sierra.
- Douglas County Rodeo: Each September this wild event is held at the Douglas County Fairgrounds, the perfect combination of all the small-town feels and the big-time rodeo events. Featuring bull and bronc riding, barrel racing, team roping, trick riders, the mutton busters and more. Before the chutes open, food trucks, vendors and kids' activities provide entertainment for the whole family and after the evening events enjoy a live concert.
- Genoa Candy Dance: The Candy Dance Arts and Crafts Faire dates back to 1919 when it began as a fundraiser for the city's street lights. Today, the event is a fundraiser for city programs and a mainstay in the life of the Genoa community. Held annually on the last full weekend of September, thousands flock to this community to enjoy over 300 craft and food vendors, live music and, of course, hand-crafted candy.
- Carson Valley Christmas: Christmastime in Carson Valley's small towns somewhat resembles those seen in those classic Hallmark movies. With a wide range of events each year to welcome the holiday season, from festive kickoff celebrations to special shopping events, there's something for the whole family to enjoy.

AREA MAP


Humboldt
Elko
Washoe
Pershing
Lander
Eureka
Storey
Churchill
White Pine
Carson City
Lyon
NEVADA
Douglas
Mineral
Nye
Esmeralda
Lincoln
Lake Tahoe
GENOA
Subject
GARDNERVILLE
Clark

SUBJECT PHOTOGRAPHS – DOUGLAS COUNTY ASSESSOR AERIAL



SUBJECT PHOTOGRAPHS



View 1
(Photo taken on September 24, 2025)



View 2
(Photo taken on September 24, 2025)

SUBJECT PHOTOGRAPHS, CONTINUED



View 3
(Photo taken on September 24, 2025)



View 4
(Photo taken on September 24, 2025)

SUBJECT PHOTOGRAPHS, CONTINUED



View 5
(Photo taken on September 24, 2025)



View 6
(Photo taken on September 24, 2025)

SUBJECT PHOTOGRAPHS, CONTINUED



View 7
(Photo taken on September 24, 2025)



View 8
(Photo taken on September 24, 2025)

SUBJECT PHOTOGRAPHS, CONTINUED



View 9
(Photo taken on September 24, 2025)



View 10
(Photo taken on September 24, 2025)

PROPERTY ANALYSIS – IN THE BEFORE CONDITION

PHYSICAL DESCRIPTION AND ANALYSIS OF THE SITE

LOCATION

The subject property is located along the north, south, and west sides of Muller Parkway Project, east of Heybourne Road, north and south of Buckeye Road, and north of Toler Lane, adjacent to the Towns of Minden and Gardnerville in Douglas County, Nevada 89423.

SIZE

The subject site consists of thirty-four (34) Douglas County Assessor Parcels that contain a total area of 1,155.710-acres. The following is a summary of the individual and total size of these contiguous parcels.

LARGER PARCEL - APN's & SIZES

#	APN	Net Acres	Sq. Ft.	#	APN	Net Acres	Sq. Ft.
1	1320 - 20 - 000 - 016	40.00	1,742,400	18	1320 - 28 - 000 - 052	1.97	85,813
2	1320 - 20 - 000 - 021	40.00	1,742,400	19	1320 - 28 - 000 - 052	60.11	2,618,392
3	1320 - 20 - 000 - 022	48.18	2,098,721	20	1320 - 28 - 000 - 054	59.02	2,570,911
4	1320 - 20 - 000 - 023	3.97	172,933	21	1320 - 28 - 000 - 055	11.67	508,345
5	1320 - 21 - 000 - 014	41.60	1,812,096	22	1320 - 28 - 000 - 056	20.50	892,980
6	1320 - 21 - 000 - 015	48.37	2,106,997	23	1320 - 29 - 000 - 015	40.98	1,785,089
7	1320 - 21 - 000 - 017	14.52	632,491	24	1320 - 32 - 501 - 020	0.49	21,344
8	1320 - 21 - 000 - 018	0.51	22,216	25	1320 - 32 - 501 - 021	3.96	172,498
9	1320 - 21 - 000 - 019	40.57	1,767,229	26	1320 - 33 - 001 - 009	42.79	1,863,932
10	1320 - 27 - 002 - 039	0.96	41,818	27	1320 - 33 - 001 - 010	40.57	1,767,229
11	1320 - 28 - 000 - 022	40.99	1,785,524	28	1320 - 33 - 001 - 011	40.08	1,745,885
12	1320 - 28 - 000 - 027	40.99	1,785,524	29	1320 - 33 - 001 - 012	40.15	1,748,934
13	1320 - 28 - 000 - 028	40.98	1,785,089	30	1320 - 33 - 001 - 013	41.16	1,792,930
14	1320 - 28 - 000 - 031	42.52	1,852,171	31	1320 - 33 - 001 - 014	41.16	1,792,930
15	1320 - 28 - 000 - 039	45.76	1,993,306	32	1320 - 33 - 001 - 015	40.00	1,742,400
16	1320 - 28 - 000 - 040	23.23	1,011,899	33	1320 - 33 - 001 - 016	57.62	2,509,927
17	1320 - 28 - 000 - 051	28.59	1,245,380	34	1320 - 34 - 001 - 035	71.74	3,124,994
					Totals	**1,155.710**	**50,342,728**

CONFIGURATION

The site's shape is slightly irregular; however, it is not considered to have a negative effect on its highest and best use or development potential. The reader is referred to the following Parcel Maps, site plan, and aerial photograph for a visual illustration of the site's shape.

TOPOGRAPHY

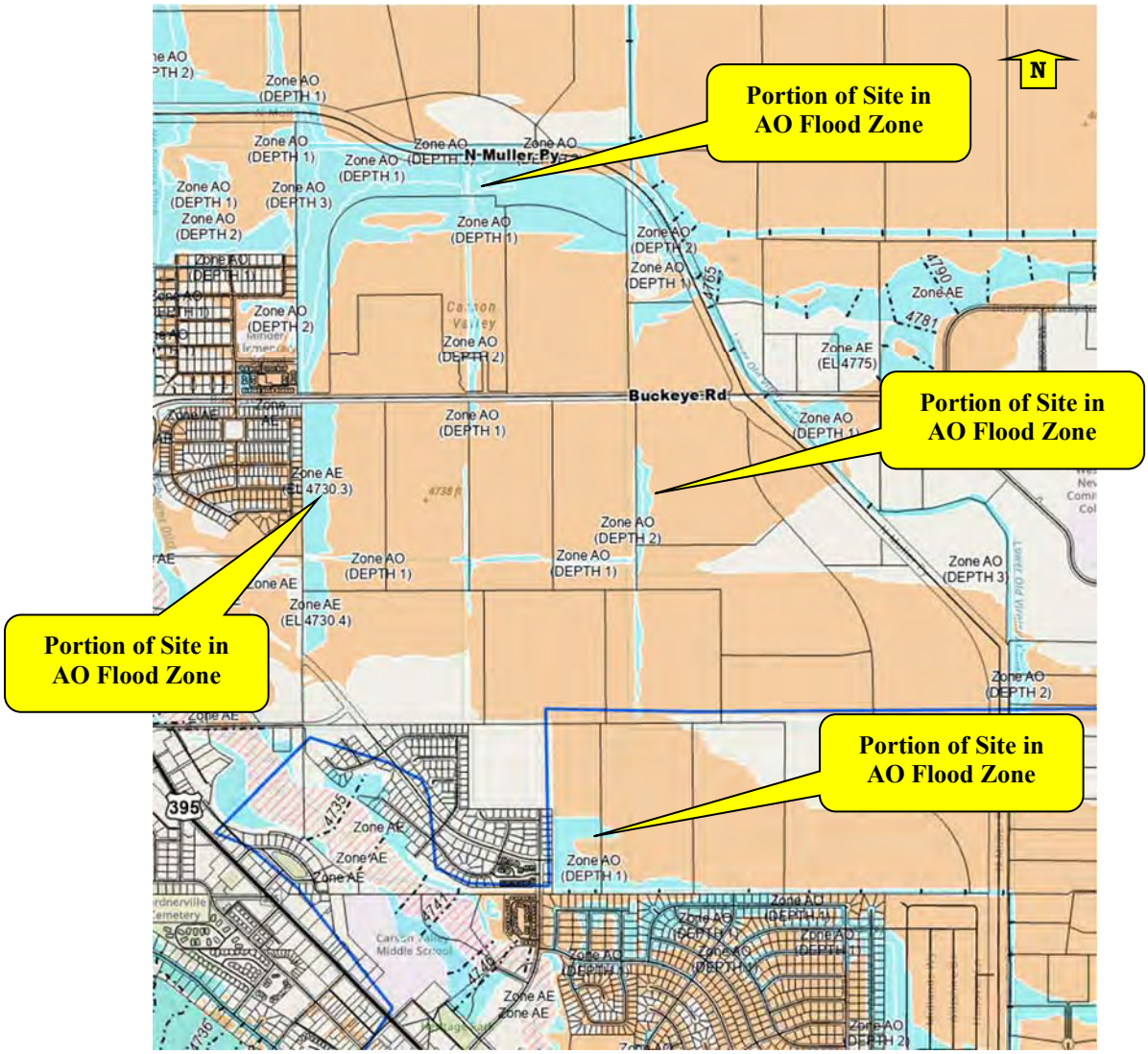
The site's topography appeared to be generally flat and at grade with surrounding land. The topography appeared typical for the area and presented no apparent adverse conditions. Please see the previous photographs and following aerials for a visual observation of the site.

GROUND STABILITY

I did not observe any unusual soils conditions during the inspection of the property. The soils appear typical for the area. Other sites in the area support various uses with no apparent problems. However, no soils tests were provided to this appraiser, so I used the general assumption that the subject's soil bearing capacity was sufficient to support development of this site to its highest and best use.

DRAINAGE/FLOOD PLAIN

According to the Federal Emergency Management Agency's Flood Map, as reported by Douglas County Community Development, the subject is primarily located in Flood Zone X, as indicated below, with portions located in Flood Zone AE, and AO at Depths of 1 and 2. FEMA flood depth zones 1 and 2, often seen in Zones AO and AH, indicate areas subject to shallow flooding with depths between 1 to 3 feet during a 1-percent-annual-chance flood event, representing moderate flood hazards. AO designates areas subject to inundation by 1-percent-annual-chance shallow flooding, usually sheet flow on sloping terrain, where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone. Mandatory flood insurance purchase requirements and floodplain management standards apply. The subject's flood hazard map, as reported by Douglas County, is presented as follows:



HAZARDOUS CONDITIONS

An environmental assessment report was not provided for review, and environmental issues are beyond my scope of expertise. The inspection of the property did not reveal any obvious signs that there are contaminants on or near the property. Therefore, I used the general assumption that the site was not adversely affected by environmental hazards.

UTILITIES

The subject is located adjacent to the Towns of Minden and Gardenville Boundary. Minden provides municipal water service, and the Minden Gardnerville Sanitation district provides municipal sewer service in the general area. The Buckeye Farm Specific Plan indicates that the project intends to get its water from Minden and its wastewater services from the Minden-Gardnerville Sanitation District.

LEGAL INFORMATION (ZONING)

According to the Douglas County Planning Department, the majority of the site is zoned A-19 (Agriculture – 19-acre minimum parcel size). This land use designates private parcels currently used for farming and ranching operations, many of which are located in floodplain area of the Carson Valley. The remaining area is zoned RA-5 (Rural Residential-5). This is a rural agricultural zoning district with a five-acre minimum parcel size and allows for a maximum of one single family dwelling per parcel.

In 2002, Douglas County voters approved the Sustainable Growth Initiative (SGI). Due to litigation, the SGI was never implemented, but the Board of Commissioners adopted a Building Permit Allocation and Growth Management Ordinance in 2007. The new ordinance created a residential allocation system for all of Douglas County except the Tahoe Basin.

The Great Recession of 2007–2009 essentially stopped all growth in the County. As a result, many residential allocations were not used and were rolled over to the next quarterly allocation cycle, becoming "excess" allocations. Excess allocations, which were 560 in July 2011, increased to 882 in July 2016 and to 1,946 in September 2020.

The Master Planned designation is a Receiving Area in the Minden Community Plan. Development of these properties is dependent upon the preparation and adoption of comprehensive specific plans for the areas that specify densities and land uses, and mitigates planning and environmental issues. These areas are to be developed as distinct neighborhoods compatible and complementary to surrounding neighborhoods.

The subject is a 1,155.71-acre site that has been approved to be developed with the Buckeye Farms Agrihood. The Buckeye Farms Agrihood consists of thirty-four (34) Douglas County Assessor Parcels that are subject to the Development Agreement between Park Ranch Holdings and Douglas County that provided "Vested Development Rights," and the Buckeye Farm Specific Plan Approved December 17, 2020 – Resolution 2020R-20, with Minor Amendment #1 June 11, 2021, 2021 MODM DP21-0142 and Minor Amendment #2 March 13, 2024 MODM DP23-0236. The total number of residential units within the plan boundary, including mixed-use commercial is 2,218.

OTHER LEGAL AND REGULATORY CONSTRAINTS

Easements, Encumbrances, and Restrictions

I was not provided a current title report to review. Based on public records, I am not aware of any easements, encumbrances, or restrictions, that would adversely affect the highest and best use of the subject site. Therefore, this valuation is based on the general assumption that there were no adverse easements, encumbrances, or restrictions and that the subject site had a clear and marketable title.

Encroachments

My inspection of the site revealed no apparent encroachments. It is assumed that the site was free and clear of encroachments.

Other Land Use Regulations; Development Moratoriums

I am not aware of any land use regulations other than zoning that would affect this property, nor am I aware of any moratoriums on development in this area in the before condition.

SURROUNDING DEVELOPMENT

The subject property is located northeast of the downtown area of Minden. Land to the north is predominately agricultural, with residential uses to the south and west. A Judicial Center is being constructed on Buckeye Road within the Buckeye Farm Specific Plan on a 57-acre site purchased by Douglas County in 2022. To the east there are light industrial uses.

CONCLUSION OF LAND ANALYSIS IN THE BEFORE CONDITION

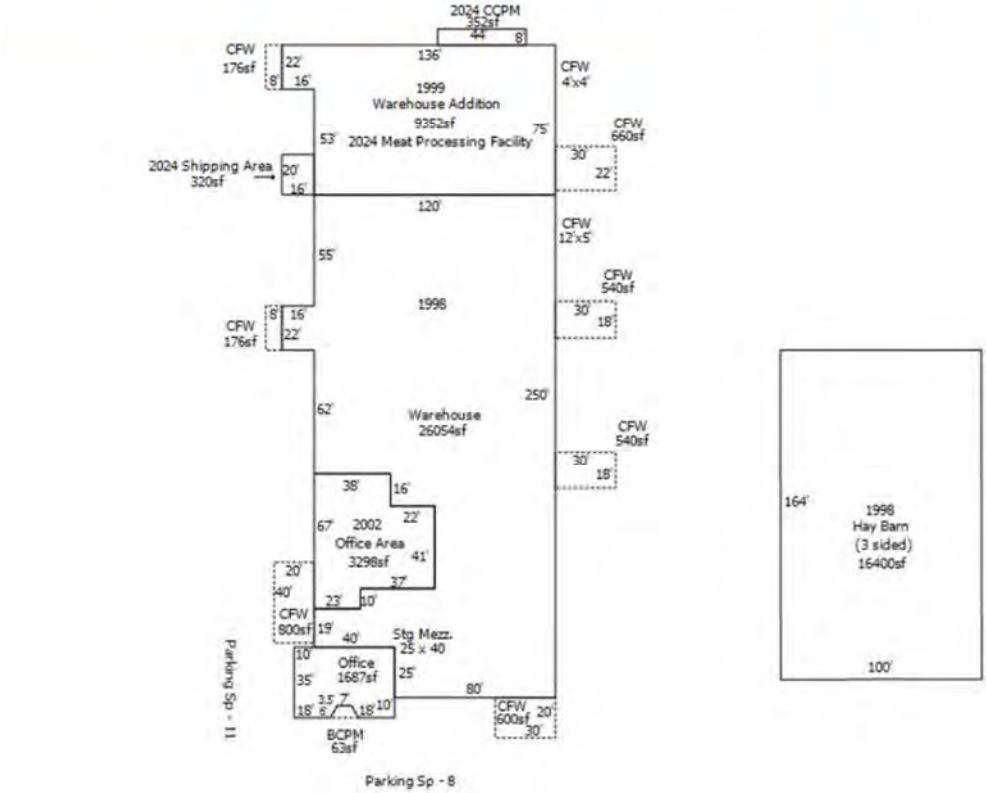
The subject of this analysis is a 1,155.71-acre site that is to be developed with the Buckeye Farms Agrihood adjacent to the Towns of Minden and Gardnerville, in Douglas County, Nevada. The Buckeye Farms Agrihood consists of thirty-four (34) Douglas County Assessor Parcels controlled by David Park. These parcels are subject to the Development Agreement between Park Ranch Holdings and Douglas County that provided "Vested Development Rights," and the Buckeye Farm Specific Plan Approved December 17, 2020 – Resolution 2020R-20, with Minor Amendment #1 June 11, 2021, 2021 MODM DP21-0142 and Minor Amendment #2 March 13, 2024 MODM DP23-0236. The total number of residential units within the plan boundary, including mixed-use commercial is 2,218.

Following a description the improvements on one (1) of the parcels, I have included copies of the Assessor's Parcel Map with eh subject parcels and the Douglas County and Minden Land Use Plans identifying the subject site.

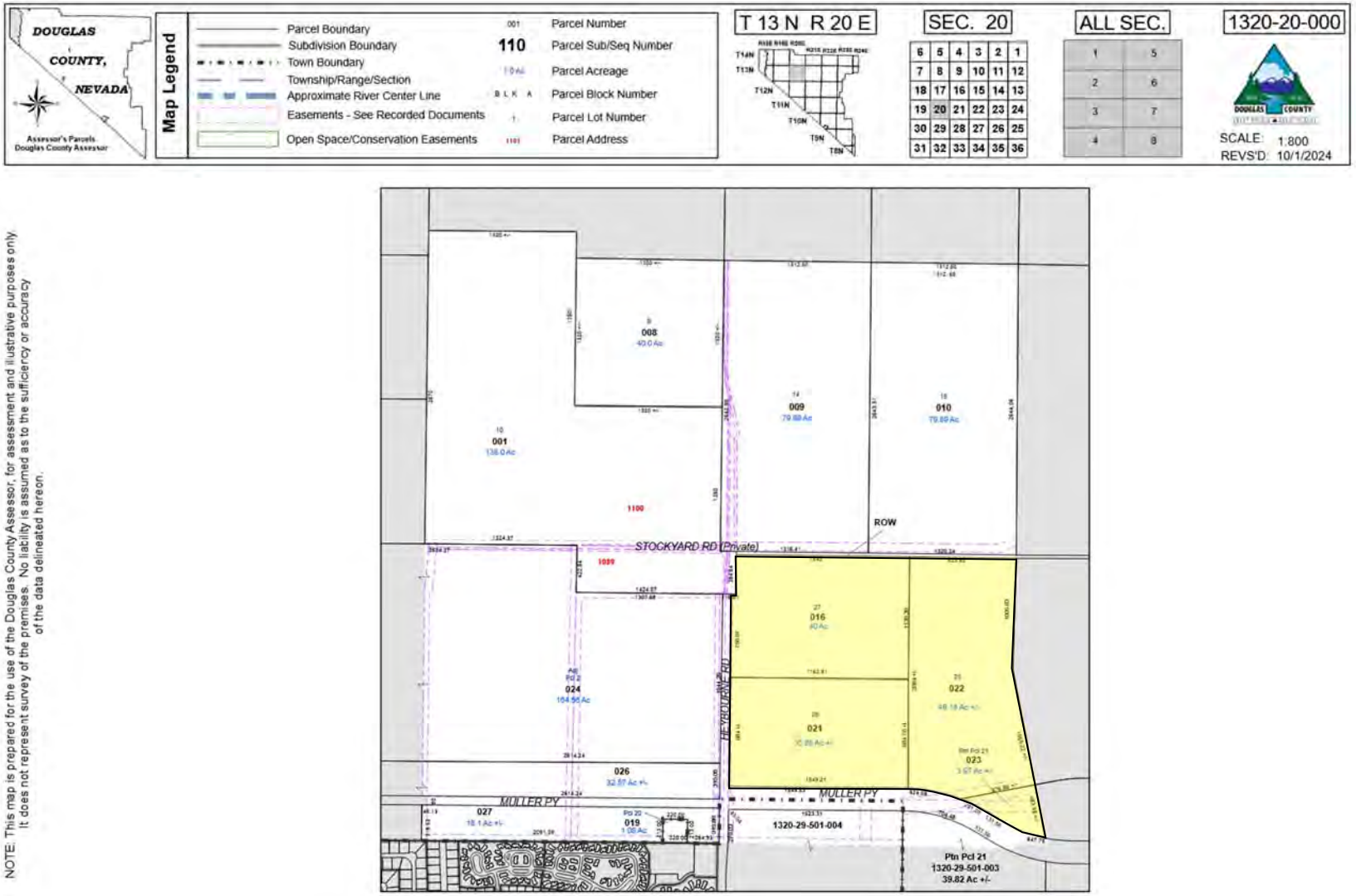
DESCRIPTION OF THE IMPROVEMENTS

The Buckeye Farms Agrihood consists of thirty-four (34) Douglas County Assessor Parcels, of which, thirty-four (34) were vacant land and one (1) parcel, APN 1320-28-000-055, was improved with a warehouse with some office build-out and a three (3) sided barn structure. The provided plans indicate that the proposed acquisitions for this "Project" will not affect these improvements. Therefore, I have not considered or analyzed the value of this parcel as improved for this appraisal, nor did I did not complete an interior inspection of the building on the property during my September 24, 2025 inspection. The following reflects the County Building Department record of the improvements that were stated to have been constructed on this parcel in 1998, with an addition in 1999.

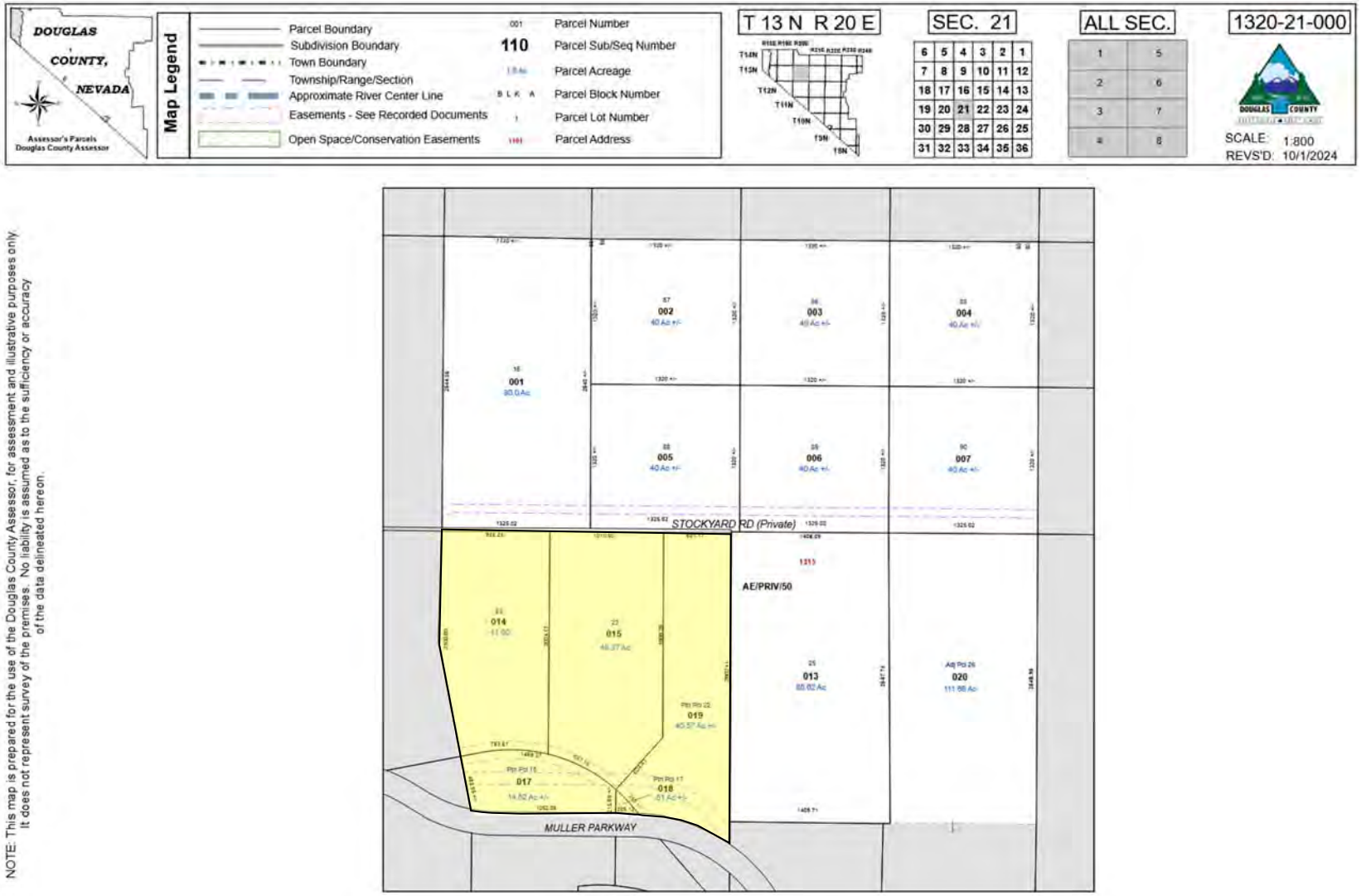




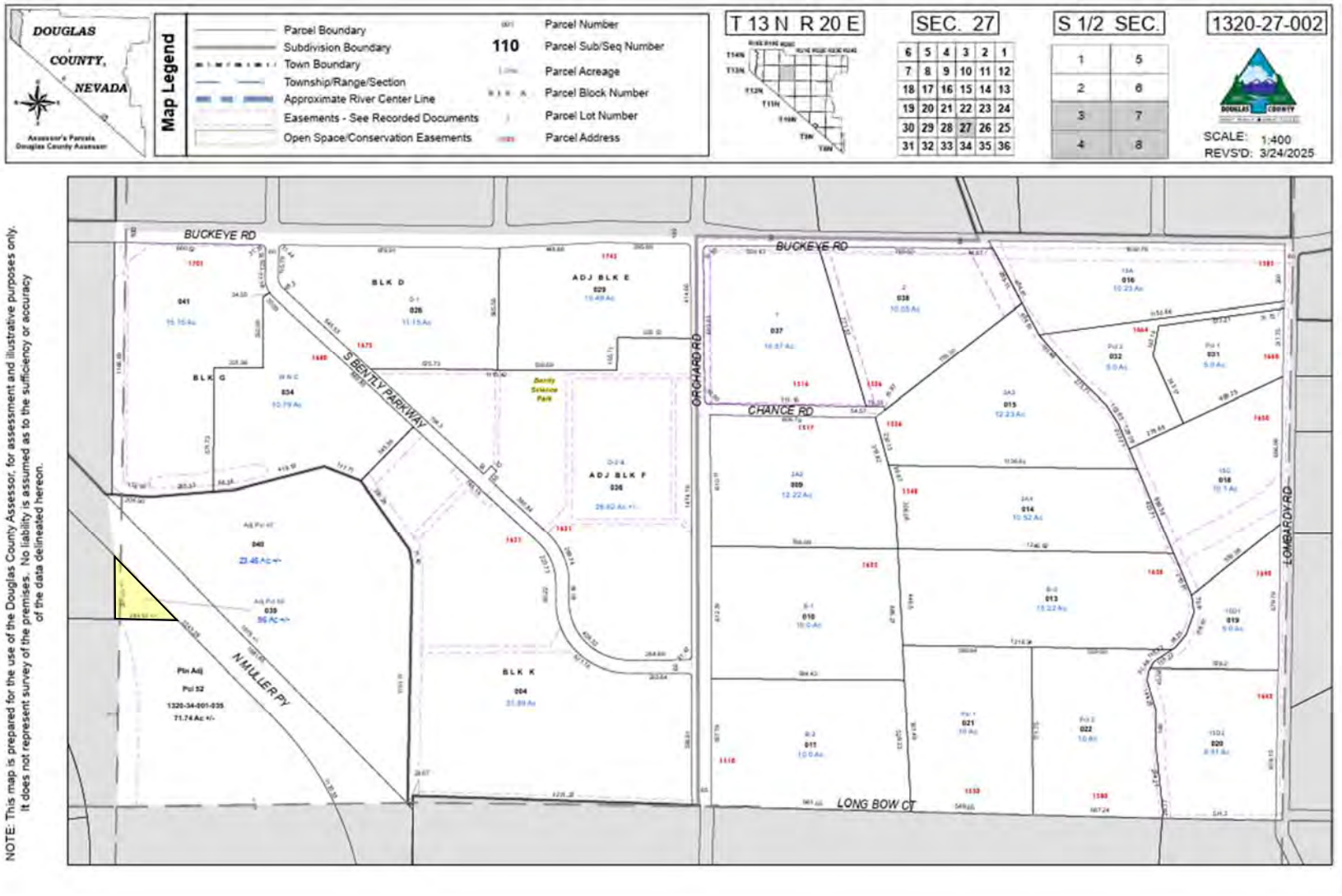
ASSESSOR'S PARCEL MAP 1320-20-000 (SUBJECT PARCELS HIGHLIGHTED)



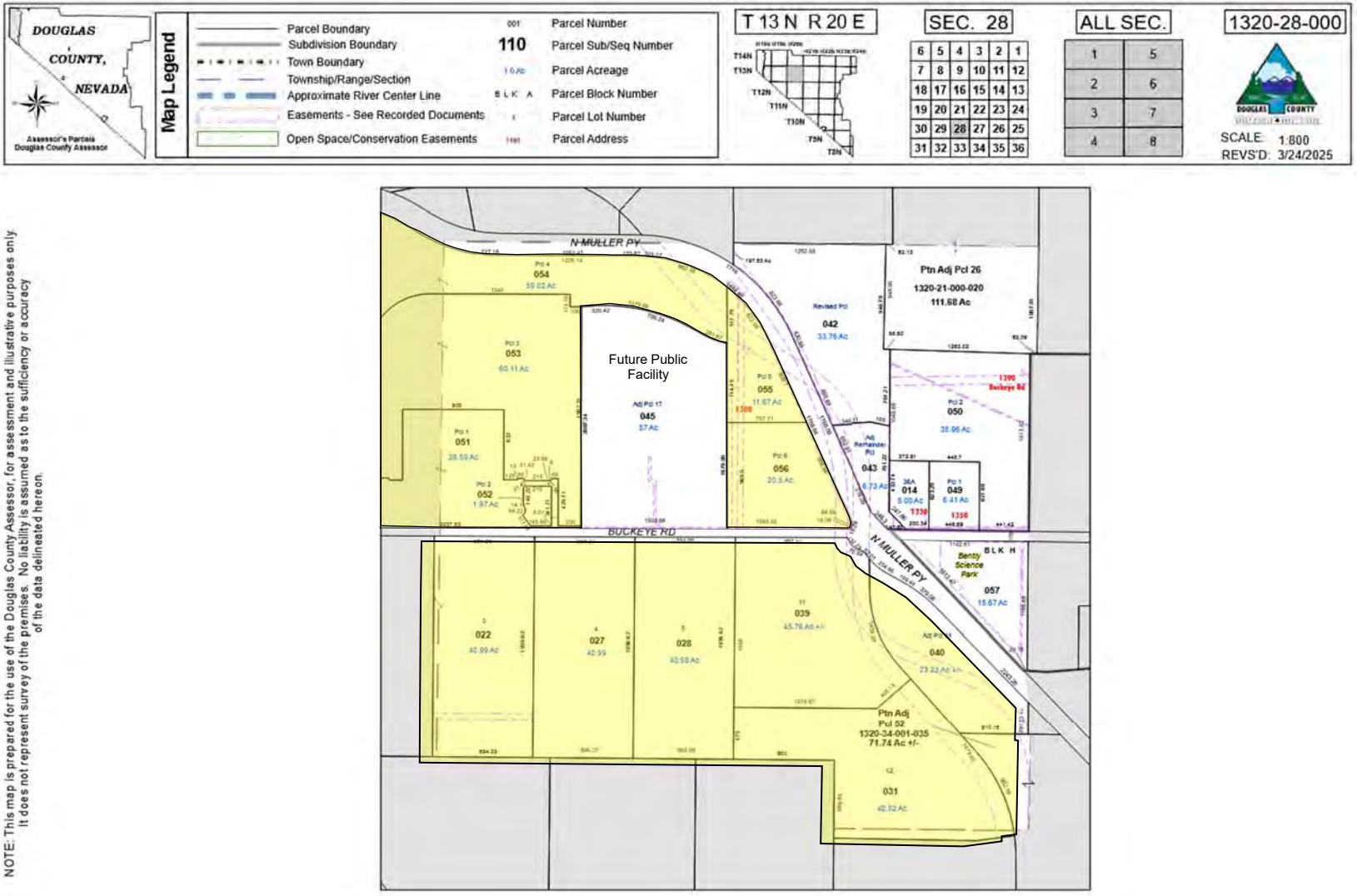
ASSESSOR'S PARCEL MAP 1320-21-000 (SUBJECT PARCELS HIGHLIGHTED)



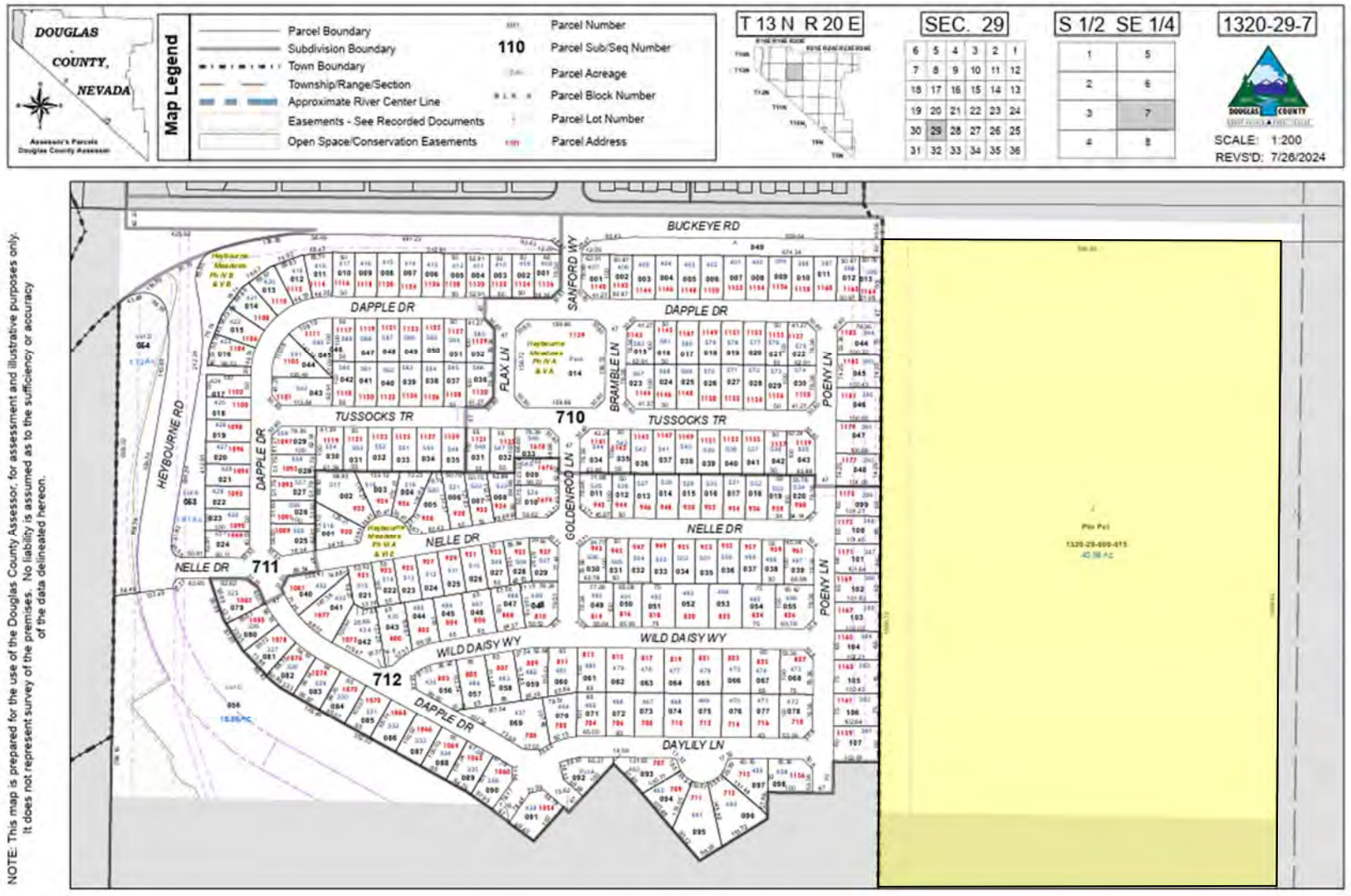
ASSESSOR'S PARCEL MAP 1320-27-002 (SUBJECT PARCELS HIGHLIGHTED)



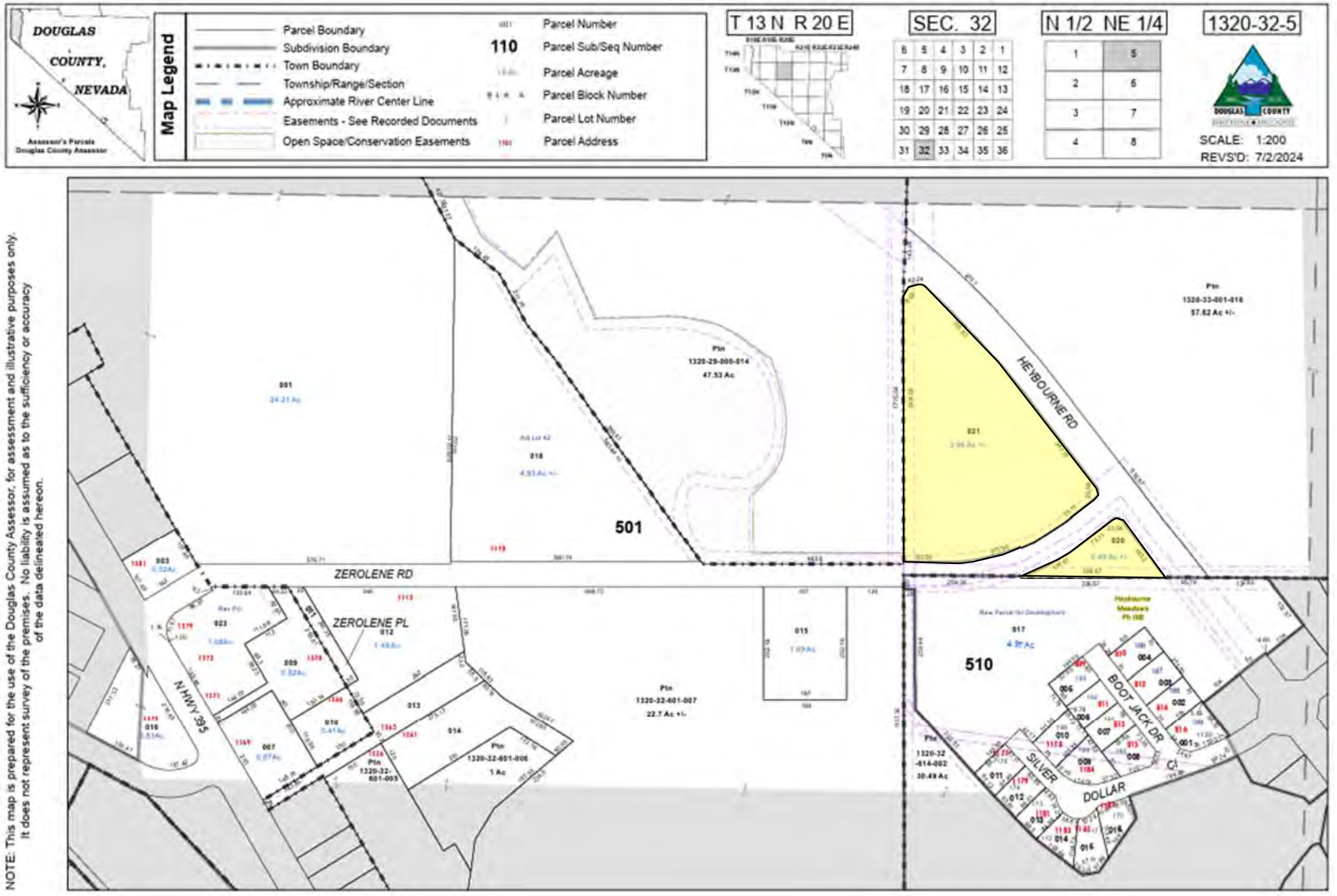
ASSESSOR'S PARCEL MAP 1320-28-000 (SUBJECT PARCELS HIGHLIGHTED)



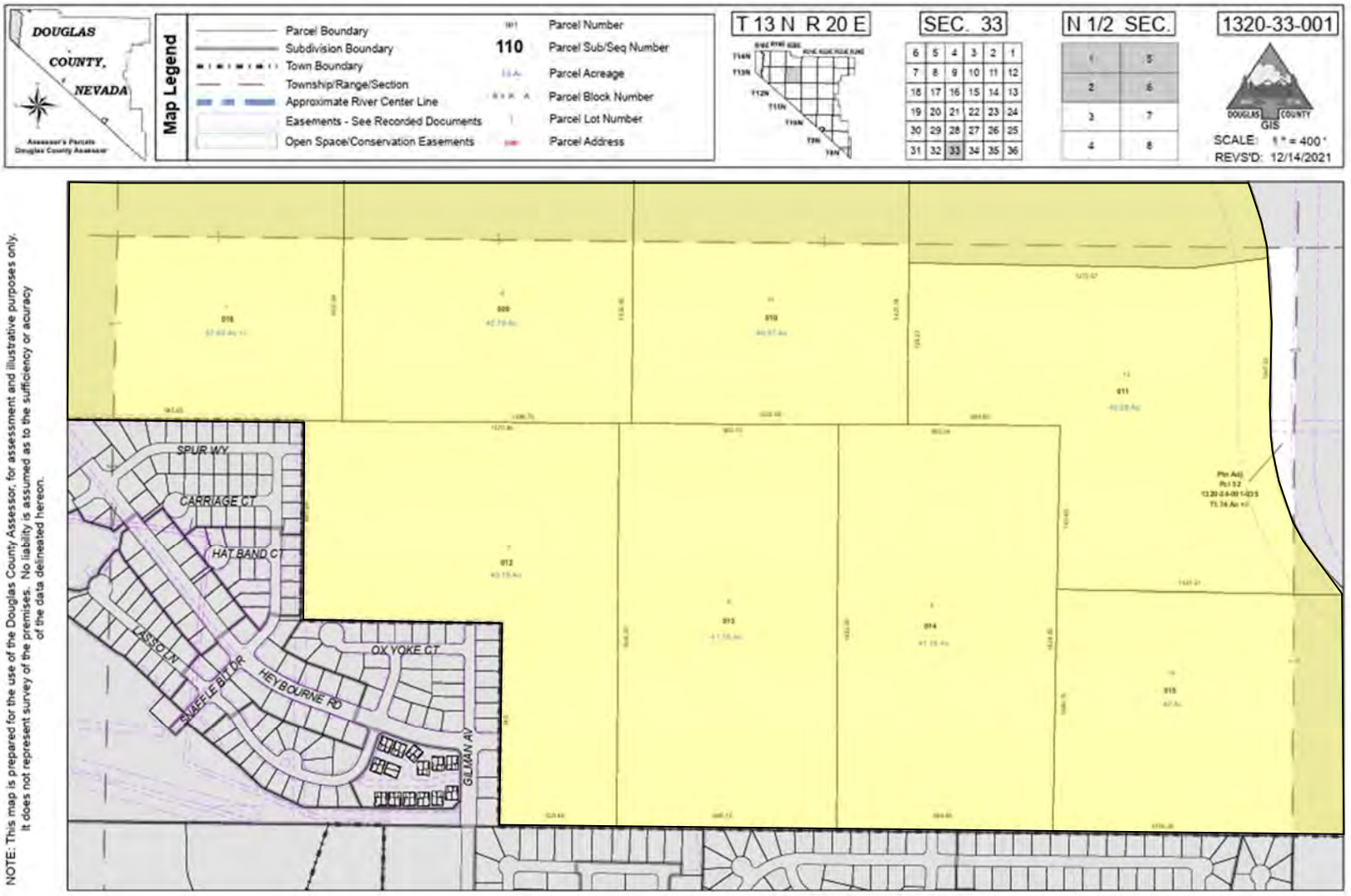
ASSESSOR'S PARCEL MAP 1320-29-7 (SUBJECT PARCELS HIGHLIGHTED)



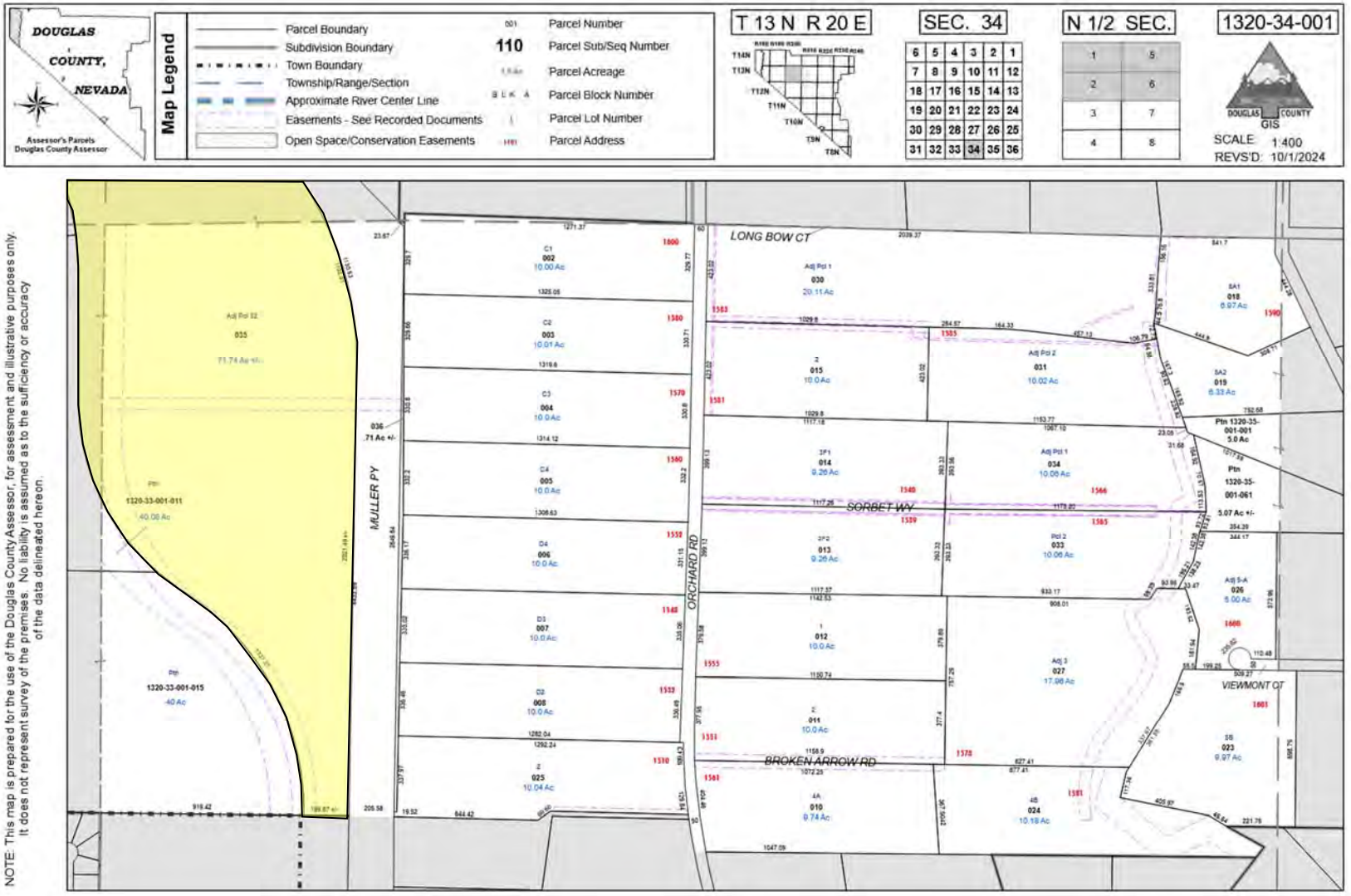
ASSESSOR'S PARCEL MAP 1320-32-5 (SUBJECT PARCELS HIGHLIGHTED)



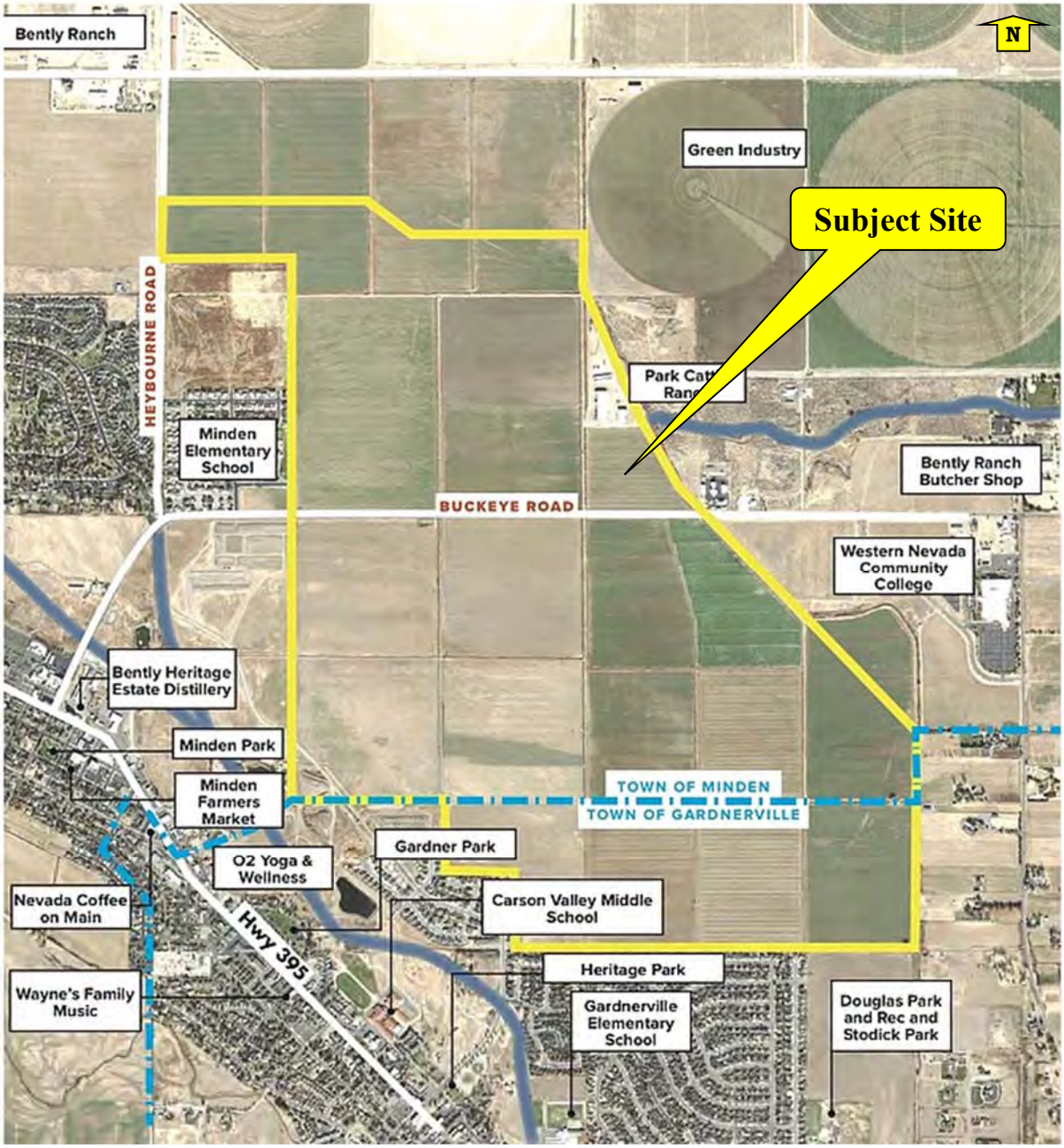
ASSESSOR'S PARCEL MAP 1320-33-001 (SUBJECT PARCELS HIGHLIGHTED)



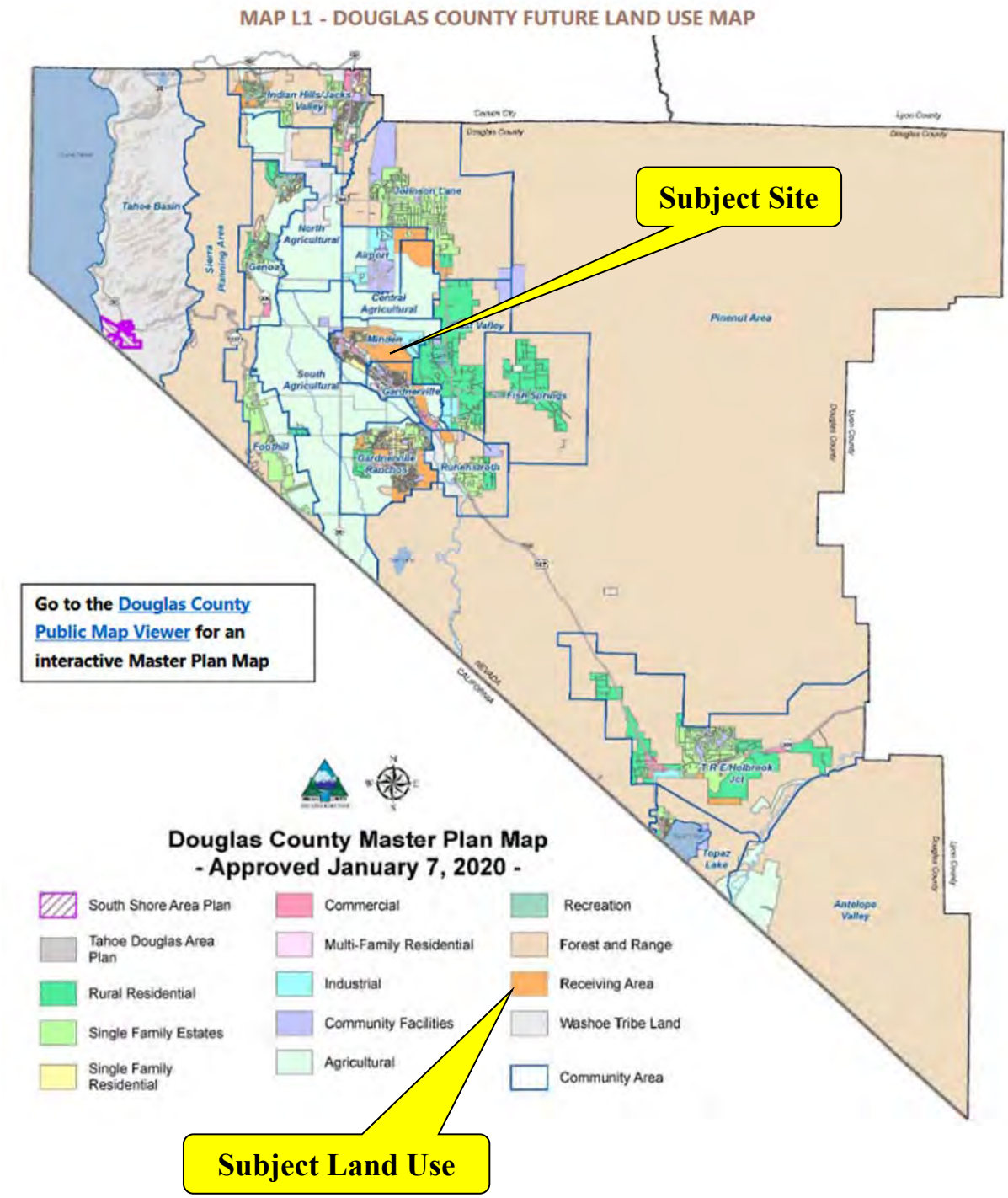
ASSESSOR'S PARCEL MAP 1320-34-001 (SUBJECT PARCELS HIGHLIGHTED)



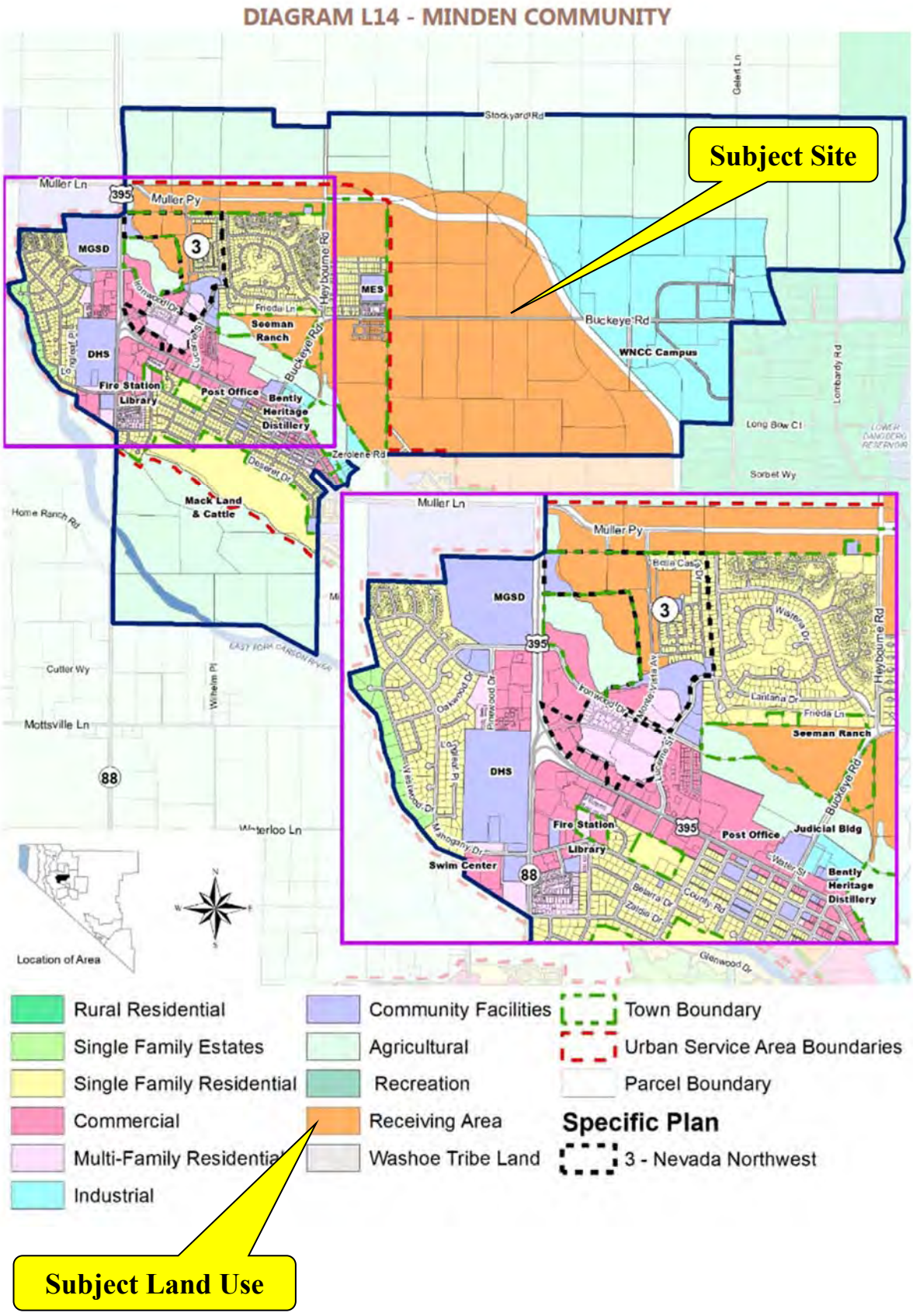
AERIAL VIEW OF BUCKEYE FARMS AGRIHOOD



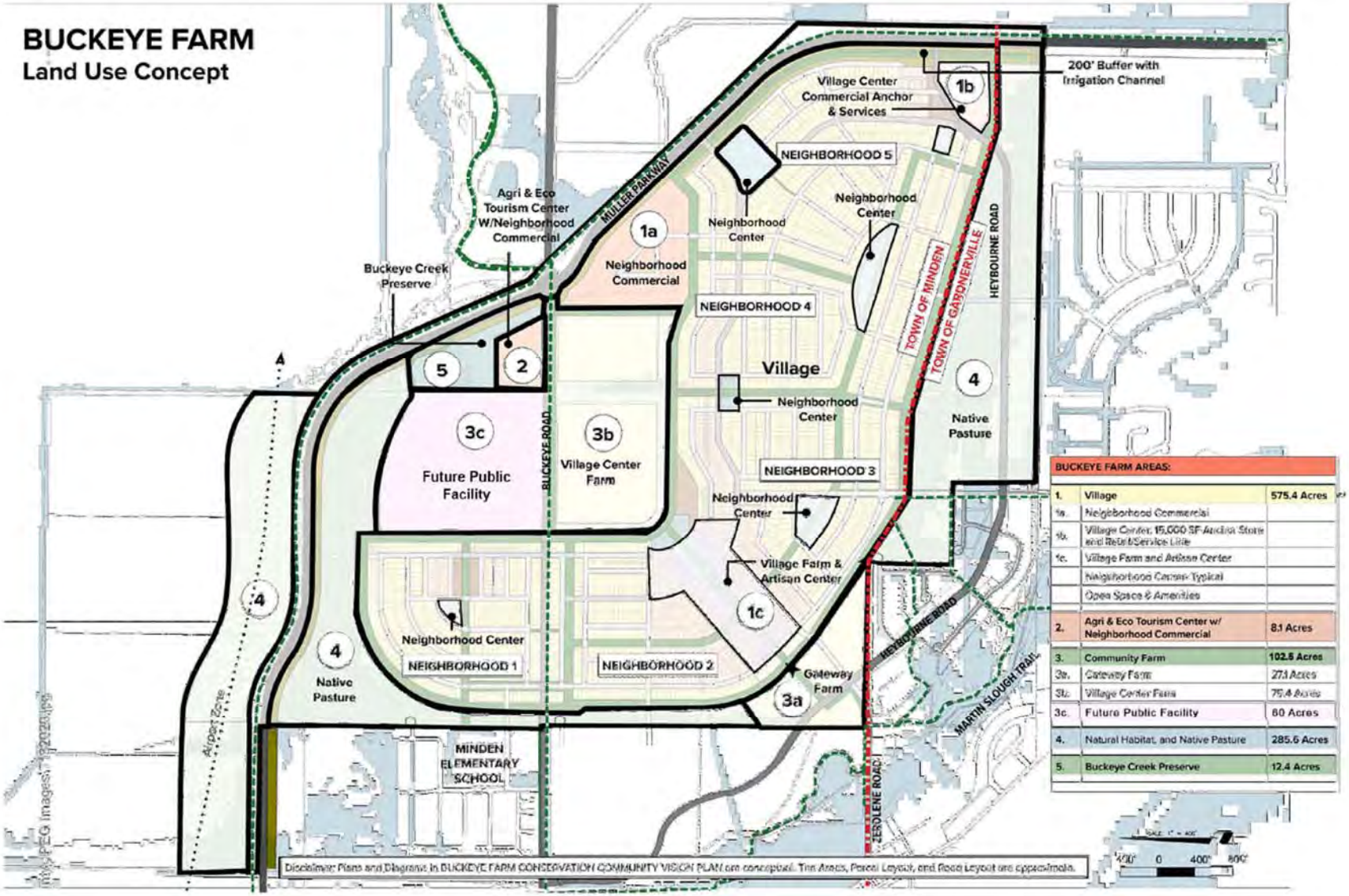
DOUGLAS COUNTY FUTURE LAND USE MAP (APPROVED JANUARY 7, 2020)



MINDEN COMMUNITY LAND USE & HISTORIC PRESERVATION MAP



BUCKEYE FARMS AGRIHOOD LAND USE CONCEPT



HIGHEST AND BEST USE ANALYSIS – IN THE BEFORE CONDITION

The purpose of the highest and best use analysis is to determine the optimal use of the subject property. The purpose of the "as vacant" analysis is to determine if the property should be developed, and if so, what use the property should be developed with.

Highest and best use is often looked upon as a sifting out process. Many uses can be eliminated from reasonably probable consideration by investigating legal permissibility, physical possibility, financial feasibility, and maximum profitability of a site. Typically, one is left with one or several reasonably probable uses for a site before determination of which use may be maximally productive.

PROCESS

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Physically possible.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

HIGHEST AND BEST USE AS IF VACANT IN THE BEFORE CONDITION

The following analysis presents my analysis of the legally permissible, physically possible, financially feasible, and maximally productive use of the subject property as if vacant.

Legally Permissible

The subject site is proposed and approved to be developed with the Buckeye Farms Agrihood. An agrihood is a community that incorporates a significant farming component, distinguishing it from a simple community garden. It features a working farm that produces food, providing benefits to residents and potentially the wider community.

Zoning codes, land use plans, easements, and private deed restrictions often restrict permitted uses. The subject had been approved to be developed with the 1,044 acre Buckeye Farms Agrihood. The majority of the site is zoned A-19 (Agriculture-19-acre minimum parcel size), with less than 1% of the site being zoned RA-5. The A-19 land use designates private parcels currently used for farming and ranching operations, with a minimum parcel size of 19 acres. The RA-5 designation is a rural agricultural zoning district with a five-acre minimum parcel size and allows for a maximum of one single family dwelling per parcel.

The Board of Commissioners adopted a Building Permit Allocation and Growth Management Ordinance in 2007. The new ordinance created a residential allocation system. When the Great Recession essentially stopped all growth in the County many residential allocations were not used and were rolled over becoming “excess” allocations. In talking with brokers in this area I learned that this was not considered a problem due to the high number of excess allocations available.

The subject has a Master Planned designation as a Receiving Area in the Minden Community Plan. Development of these properties is dependent upon the preparation and adoption of comprehensive specific plans for the areas that specify densities and land uses, and mitigates planning and environmental issues. These areas are to be developed as distinct neighborhoods compatible and complementary to surrounding neighborhoods.

According to the Douglas County Assessor, the Buckeye Farms Specific Plan had been approved. In addition, there is an approved Development Agreement between Park Ranch Holdings and Douglas County. This agreement provided "Vested Development Rights." the site has the following approvals. And the is an approved Tentative Map.

The Amended The Buckeye Farm Specific Plan was Approved December 17, 2020 – Resolution 2020R-20, with Minor Amendment #1 June 11, 2021, 2021 MODM DP21-0142 and Minot Amendment #2 March 13, 2024 MODM DP23-0236. The total number of residential units within the plan boundary is 2,218.

The Village, which is to consist of approximately 575-acres, is to include five (5) neighborhoods. Neighborhood 1, which contains approximately 139-acres, is approved for 324 units, (304 SFR's and 20 multi-family). Neighborhoods 2 (438 units), 3 (565 units), 4 (378 units), and 5 (513 units), contain the remaining 436-developable acres. There is also to be approximately 8-acres of commercial development, and a community farm consisting of 102.5-acres. There is 60-acres for public facilities, 285-acres of natural habitat and pastureland along the north and south sides of the development, and 12.4-acres for the Buckeye Creek Preserve. In addition, approximately 75.6-acres was dedicated for Muller Parkway. The approved plan includes a 200-foot buffer along Muller Parkway and 100-foot buffers along the Village Drives.

After considering the existing A-19 and RA-5 zoning designations, and the approved Buckeye Farms Specific Plan, Development Agreement, and Tentative Map, low-density residential and agricultural uses as well as the proposed Buckeye Farms Agrihood are concluded to be legally permissible uses of this property.

Physically Possible

What uses of this site are physically possible? The site physically can be used for a wide variety of development schemes due to its size of almost 1,190-acres, basically neutral topography and lack of negative terrain features. There are no environmental hazards known to be within the boundaries of the site that I am aware of. However, portions of the site are located within a designated flood hazard area. This would limit development in that area, which are shown as future pastureland and buffers in the approved Specific Plan.

While the physical attributes of the site could support numerous uses, historically, properties located in this area have been improved with residential and agricultural uses. From a consistent use standpoint, I would expect the subject property to conform to this type of development. Therefore, the legally permissible and physically possible attributes of the site suggests the most likely use would be low-density residential, agricultural, and/or the approved Buckeye Farms Agrihood.

Financially Feasible

The feasible uses of this site were related to the zoning, the master plan, and the approval of the Buckeye Farm Specific Plan. The property could be used for agricultural related uses; however, I found the per acre price being paid for that type of use is substantially lower than that being paid for residential development.

In speaking with brokers, I learned that the residential market in this area was considered to be supply constrained for new homes, while there was ample demand. As for the specific subject, it is my understanding that there is demand for Neighborhood 1 and that negotiations with a national home builder are currently in the works.

After considering the previous information, it is my opinion that the Buckeye Farm Specific Plan, with all of its approvals in place, built to the area standards would be a financially feasible use of the property. Therefore, I would expect the typical buyer to develop per the approvals with the Buckeye Farms Agrihood. This could take advantage of this site's location, exposure, access, and the prior approvals for development. And while agricultural related uses would also be feasible, the per acre price being paid for that type of use is substantially lower than what I found sites with residential development potential.

M**aximally Productive**

The maximally productive use of a site is the legally permissible, physically possible and financially feasible use that provides the highest return. Based on the reasonably probable development scenarios, I have concluded that developing the property with the approved Buckeye Farms Specific Plan, subject to the Development Agreement, was the maximally productive use of this property on the effective date of value in its before condition.

CONCLUSION – BEFORE CONDITION "AS IF VACANT"

My research and analysis indicates developing the property with Buckeye Farms Specific Plan, subject to the Development Agreement would have best met the tests of highest and best use on the effective date of value. Therefore, it is concluded to be the highest and best use of this site in its before conditions as of the effective date of value, May 2, 2025.

MOST PROBABLE BUYER

Based on the characteristics of this property in its "as vacant and available for development condition," the likely buyer would be a regional or national home builder that would have looked to develop the property with the approved uses or sell it to another developer for that purpose.

VALUATION ANALYSIS

VALUATION METHODOLOGY

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land, or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

In the following section of this report, the sales comparison approach will be used to estimate the value of the subject site in the before condition. For the sales comparison approach, I will research the market for land sales that can be compared to the subject property as of May 2, 2025, in the before condition. This will be followed by my analysis of the "Project," the value of the portions acquired in Fee and for the PE's, and the value of the remainder in its "before" and "after" condition to ascertain if there were any damages or special benefits accruing to the remainder. I will then conclude an estimate of the just compensation due to the property owner for these acquisitions as of May 2, 2025, the effective date of value.

SALES COMPARISON APPROACH – BEFORE CONDITION

The Sales Comparison Approach is based upon the principle that the value of a property tends to be set by the price at which comparable properties had been sold or the price for which comparable properties could have been acquired. This approach requires analysis of vacant land sales comparable to the subject property.

For this analysis, I searched the immediate area for recent land sales involving large sites with residential development potential. Unfortunately, there were none. This issue is discussed in *The Appraisal of Real Estate 15th Edition* (Appraisal Institute, 2020). It states, "When current data on local sales is not available, appraisers need to expand the search to another market, which may call for an adjustment for location, or extend the search back in time in the same market area, which usually calls for an adjustment for market conditions."

For this analysis, I did both and was able to identify three (3) closed sales, two (2) of which were in Douglas County and the third being located towards the western end of Reno. I also included a current listing from the market area, and the current listing of the 575 developable acres of the subject property. In analyzing these sales, I selected the price per acre of land as the operative unit of comparison as of the effective date of value. This is the unit of comparison most commonly quoted by brokers, sellers, and purchasers, and is considered the most relevant for the subject. In the following section of this report, I will compare the attributes of these sales and listings to the subject site in the before condition.

The following Comparable Land Sales table displays the data pertinent to this analysis. A map identifying the location of each sale in respect to the location of the subject property is on the following page. Abstracts with additional information and aerial photographs of each sale follow the map.

#	DESCRIPTION ASSESSOR PARCEL NUMBER	SALE DATE	SALE PRICE	ACRES	$/AC
1	**85.22-Acre Site** 039-161-10	04/01/24	$ 9,625,000	85.22	$ 112,944
2	**206.36-Acre Site** 1220-03-000-034 & 1220-03-000-043	12/21/20	$ 27,000,000	206.36	$ 130,839
3	**51.31-Acre Site** 1320-34-002-054	07/17/20	$ 5,250,000	51.31	$ 102,319
4	**130.55-Acre Site** 1220-14-000-010	Listing	$ 8,500,000	130.55	$ 65,109
5	**SUBJECT PROPERTY - NHBD'S 1-5 ONLY** **Multiple Assessor Parcels**	**Listing**	**$115,760,000**	**575.00**	**$ 201,322**

COMPARABLE LAND SALES MAP



COMPARABLE LAND SALE 1

Description	85.22-Acre Site	**Close Date**		4/1/2024
APN	039-161-10	**Sale Price**	$	9,625,000
Grantor	Jennay Edwards	**Cash Equiv.**	$	9,625,000
Grantee	FJ Management, Inc.	**Acres**		85.22
Confirmed	Broker/CoStar/County Records/Deed	**$/Acre**	$	112,944
Document #	5445805	**Zoning**		Specific Plan District



COMPARABLE LAND SALE 2

Description	206.36-Acre Site	**Close Date**		12/21/2020
APN	1220-03-000-034 & 1220-03-000-043	**Sale Price**	$	27,000,000
Grantor	And Away They Go, LLC, Peg Land, LLC	**Cash Equiv.**	$	27,000,000
Grantee	Stan Lucas	**Acres**		206.36
Confirmed	CoStar/County Records/Deed	**$/Acre**	$	130,839
Document #	958571	**Zoning**		MFR, SFR 8,000 & NC



COMPARABLE LAND SALE 3

Description	51.31-Acre Site	**Close Date**		7/17/2020
APN	1320-34-002-054	**Sale Price**	$	5,250,000
Grantor	Park Ranch Holdings, LLC	**Cash Equiv.**	$	5,250,000
Grantee	Ashland Park, LLC	**Acres**		51.31
Confirmed	Seller*/CoStar/County Records/Deed	**$/Acre**	$	102,319
Document #	949361	**Zoning**		SFR 8,000

**Deposition*



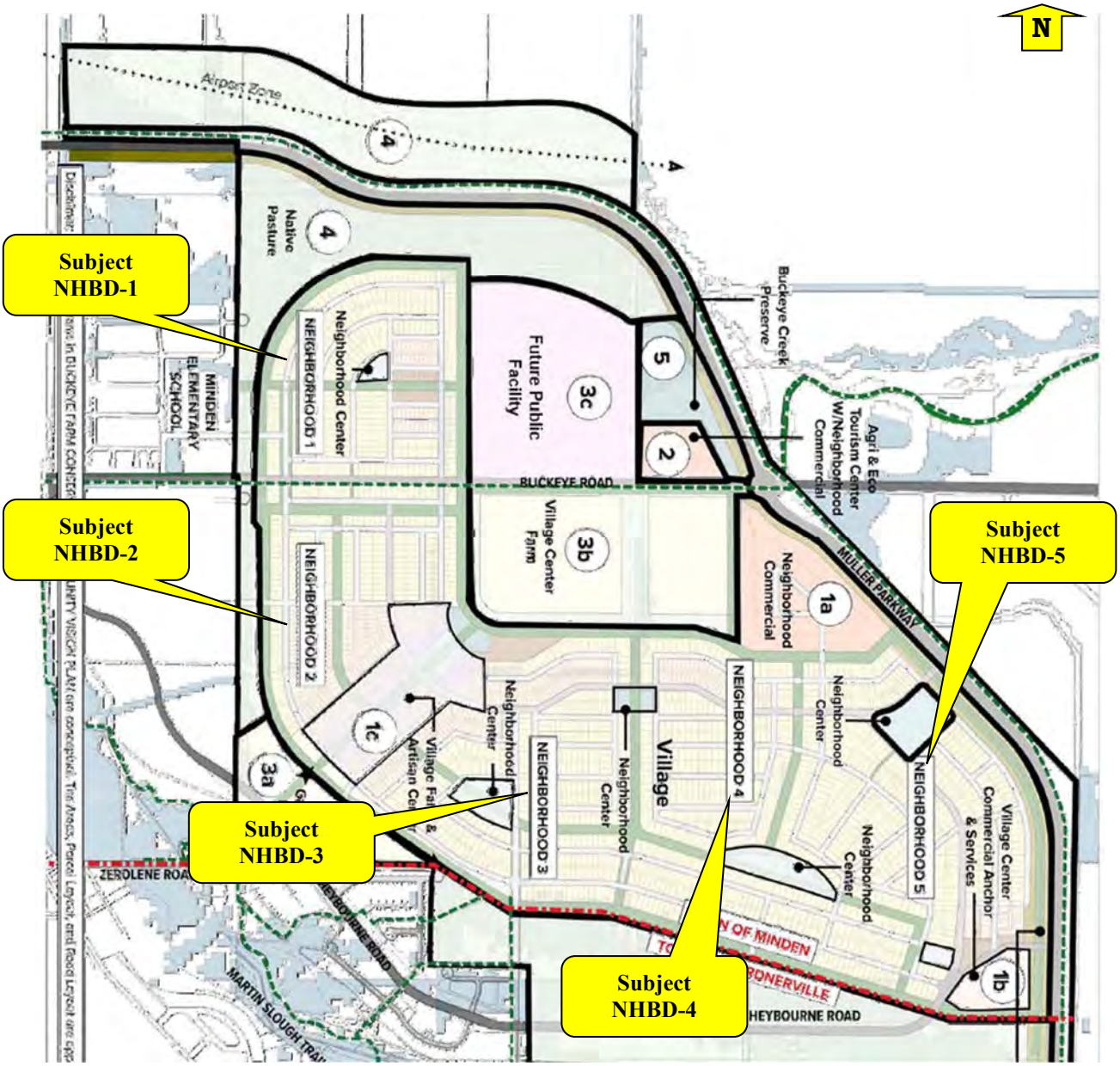
COMPARABLE LAND SALE 4

Description	130.55-Acre Site	**Close Date**		Listing
APN	1220-14-000-010	**Sale Price**	$	8,500,000
Grantor	Corley Ranches, LLC	**Cash Equiv.**		N/A
Grantee	N/A - Listing	**Acres**		130.55
Confirmed	CoStar/County Records/Listing Brochure	**$/Acre**	$	65,109
Document #	N/A - Listing	**Zoning**		Approved Specific Plan



COMPARABLE LAND SALE 5

Description	SUBJECT PROPERTY - NHBD'S 1-5 ONLY	**Close Date**		Listing
APN	Subject Includes Thirty-Five (35) APN's	**Sale Price**	$	115,760,000
Grantor	Park Ranch Holdings, LLC	**Cash Equiv.**		N/A
Grantee	N/A - Listing	**Acres**		575.00
Confirmed	Broker/County Records/Listing Brochure	**$/Acre**	$	201,322
Document #	N/A - Listing	**Zoning**		Approved Specific Plan



ANALYSIS AND ADJUSTMENT OF SALES

The adjustment process is typically applied through either quantitative or qualitative analysis. Quantitative adjustments are often developed as dollar or percentage amounts, while qualitative adjustments are simply expressed through relative comparison (i.e. significantly inferior). Quantitative adjustments are most applicable when the quality and quantity of data allows paired sales or statistical analysis. Oftentimes, the paired-sale information is widely divergent. Due to the difficulty involved in adequately supporting adjustments for differences, I will use qualitative adjustments for those attributes clearly inferior or superior to the subject. Based on my experience and investigations of the marketplace, this approach reflects local market reality. Market participants can often identify superior or inferior characteristics when comparing properties. However, few buyers or sellers apply specific percentage or dollar-amount adjustments for particular differences. In contrast, they view a property overall and form an opinion as to whether one is worth more or less than another. A similar method of practical adjustment was discussed in an article in The Appraisal Journal, published by the Appraisal Institute.

Adjustments will be based on my rating of each comparable sale in relation to the subject. If the comparable is rated superior to the subject, the unit price of that sale is adjusted downward to reflect the subject's relative inferiority; if the comparable is rated inferior, its unit price is adjusted upward.

ADJUSTMENTS

Adjustments include the following categories, which typically affect sale prices. If a sale significantly differs from the subject, adjustments compensate for the difference.

REAL PROPERTY RIGHTS CONVEYED

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised. A ground lease is an example of a restriction affecting vacant land. However, since all of the comparable sales analyzed in this report were conveyed in fee simple, no adjustment will be necessary for property rights conveyed in these sales.

FINANCING TERMS

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage, which has no prepayment clause or a very costly prepayment clause. All of the comparable sales were stated to be cash equivalent transactions. Therefore, no adjustment is warranted.

CONDITIONS OF SALE

This category reflects extraordinary motivations of the buyer or the seller to complete the sale. Examples can include a purchase for assemblage involving anticipated incremental value, or a quick sale for cash. Based on my research, none of these sales require an adjustment for conditions of sale.

EXPENDITURES AFTER SALE

This adjustment is appropriate in situations where the sale price has been influenced by expenditures that the buyer intended to make immediately after purchase, such as the costs to demolish obsolete structures to clear a site for redevelopment. Based on my research, none of these sales require an adjustment for expenditures after the sale.

TIME - MARKET CONDITIONS

Real estate values normally change over time. The rate of this change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects market differences occurring between the effective date of the appraisal and the sales date of a comparable when values have appreciated or declined.

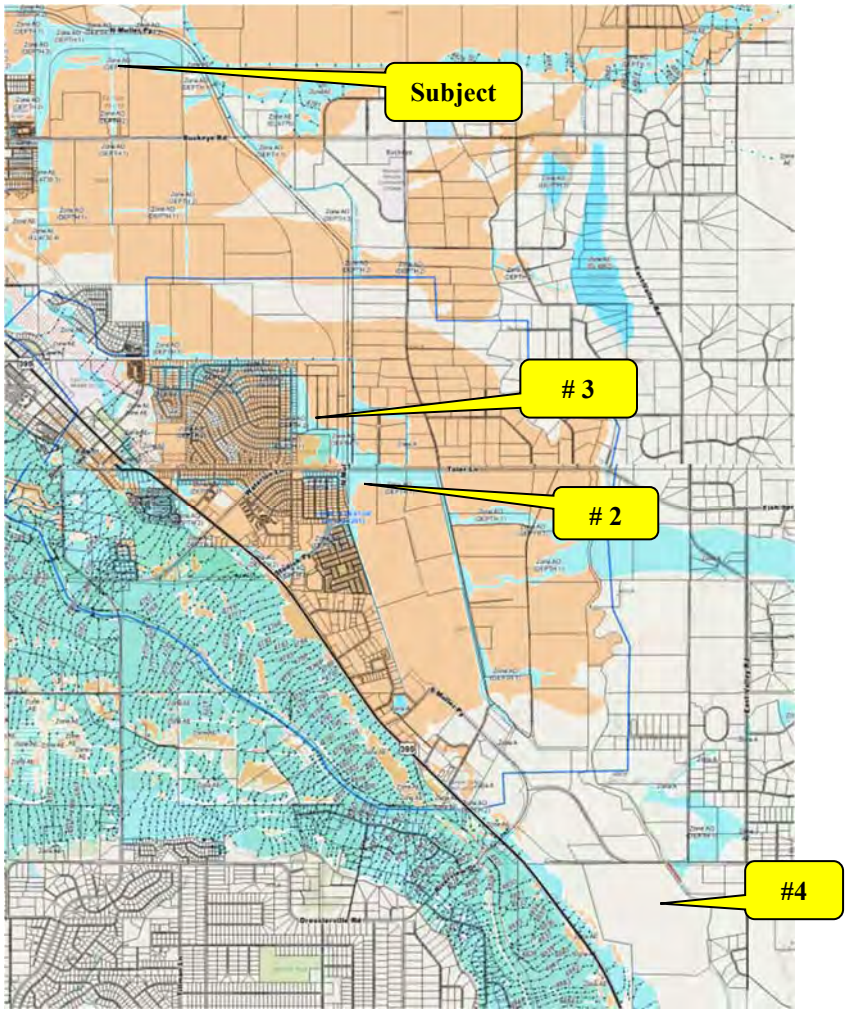
LOCATION

Location has a great impact on property values. This adjustment category considers general neighborhood influences as well as a property's accessibility and visibility from a main thoroughfare. This adjustment is subjective based on my observation of the actions of the market participants. The locations with the most exposure in the most popular areas typically sell at higher unit prices.

PHYSICAL CHARACTERISTICS

This adjustment category generally reflects differences between a comparable and the subject in such areas as size, shape, flood conditions, and topography.

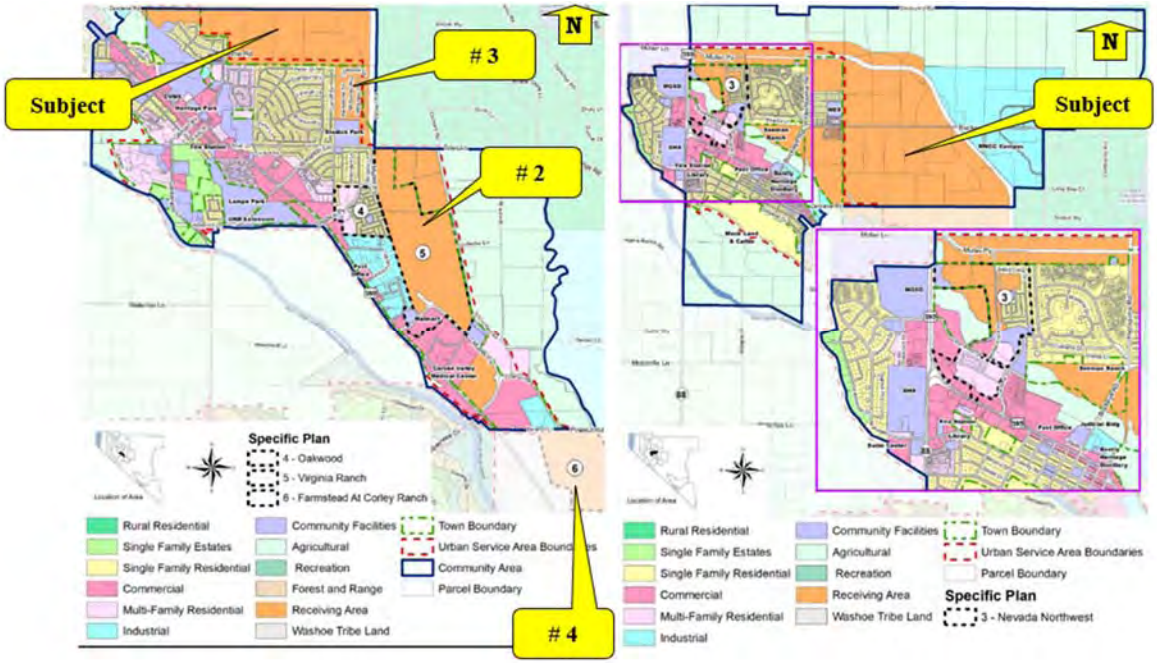
DOUGLAS COUNTY FLOOD ZONE MAP



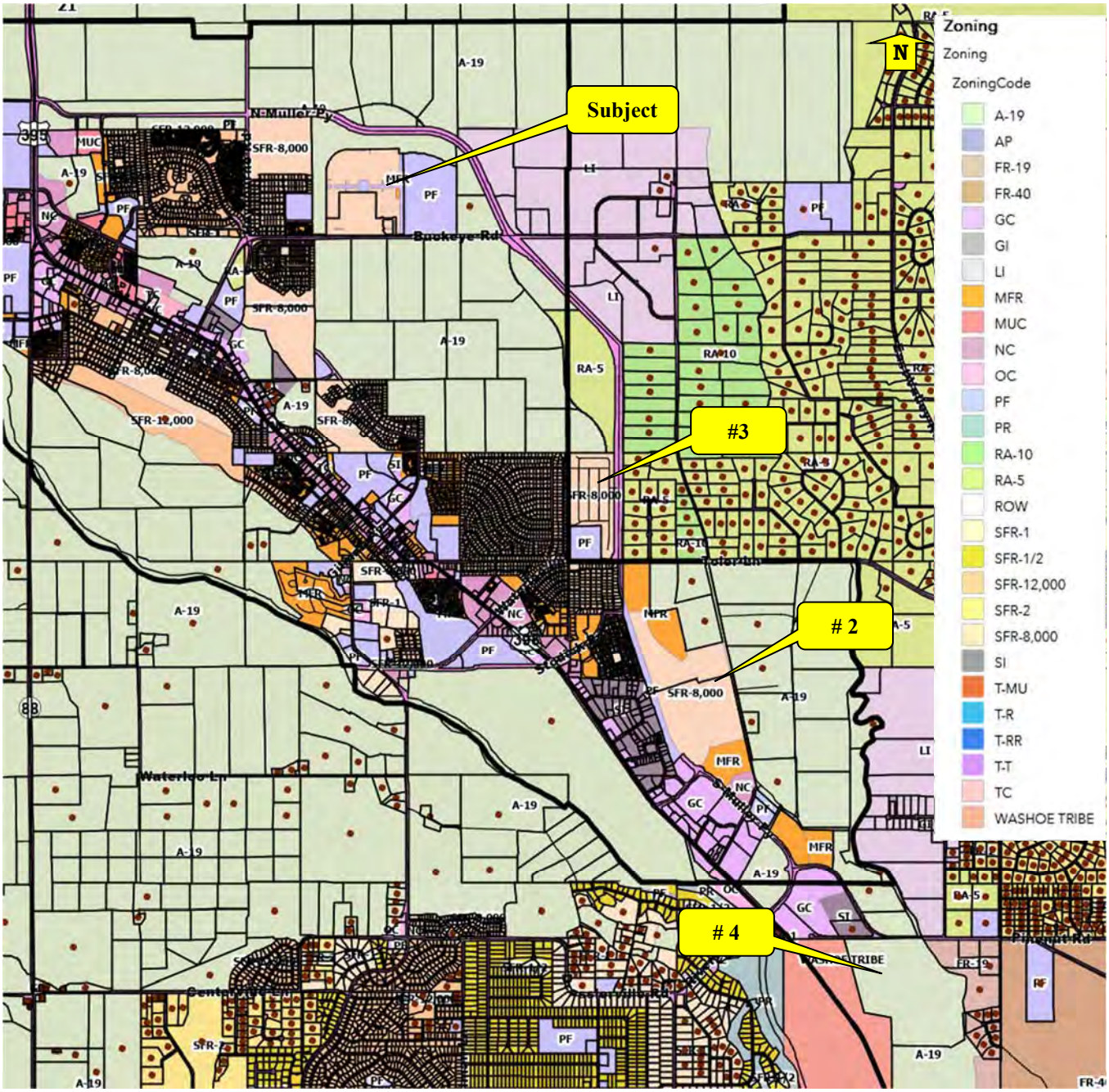
ZONING / POTENTIAL USE

This adjustment category generally reflects differences between a comparable and the subject's zoning designation and potential use. The Comparable 2, 3 and 5 (a portion of the subject) were all in areas designated in the Douglas County 2020 Master Plan as Recieving Areas. Receiving Areas designate parcels within Community Plans identified for future urban development that require, in most circumstances, development rights from sending areas in Douglas County. Comparable 4 is zoned A-19, master planned, and has an entitled Specific Plan in Douglas County. It has also been approved as a receiving area.

2020 MASTER PLAN – GARDNERVILLE & MINDEN COMMUNITY MAPS



DOUGLAS COUNTY ZONING MAP



COMPARABLE SALES DISCUSSION



Sale 1 consists of one Washoe County parcel located between Interstate 80 and 4th Street west of McCarran Boulevard. This site, which contains 85.22-acres, sold on April 1, 2024 for $9,625,000 or $112,944 per acre. This site has somewhat hilly topography that rises from I-80 and then drops by over 250 feet as it approaches 4th Street. The site was listed for several years for $15M before selling last year. The buyer has not revealed any plans for this site; however, according to the broker, they own the adjacent parcels to west and thought this was a good opportunity to increase their holdings. The broker stated the price was not affected by this fact. There is a gated senior community, The Seasons, located to the east of this site and a vacant 34.65 acre site to the west is fully entitled for sixteen (16) single-family residential dwellings on 6,000 square foot lots, 124 two-story townhomes, sixty (60) duplexes, and 200 three-story flats.



In comparing Sale 1 to the subject, I first considered that it closed in just over a year prior to the effective date of value in this analysis. Based on my research, this warrants a slight upward adjustment. I then applied a downward adjustment for this site's superior location in Reno. Other notable differences involve the sizes, topographies, and zoning/potential uses. As for size differences, typically, with all other potential variables being equal, smaller sites will command a higher unit price than larger ones due to supply and demand. There are more buyers for smaller parcels than larger ones, thus more competition for the smaller sites. This site is about 85% smaller than the subject, which warrants another downward adjustment. The undulating topography of this site will require substantial grading and fill, thus an upward adjustment is warranted for this site's inferior topography. Last, I considered that this site was zoned for Large Lot Residential and the subject is approved for a mixed use agrihood with residental and commercial uses. Based on my research, this site's inferior zoning warrants a substantial an upward adjustment. In this comparison, the predominance of the adjustments is upward. This indicates that the unit price of $112,944 per acre commanded by this site would be below what the subject site could have commanded on May 2, 2025.



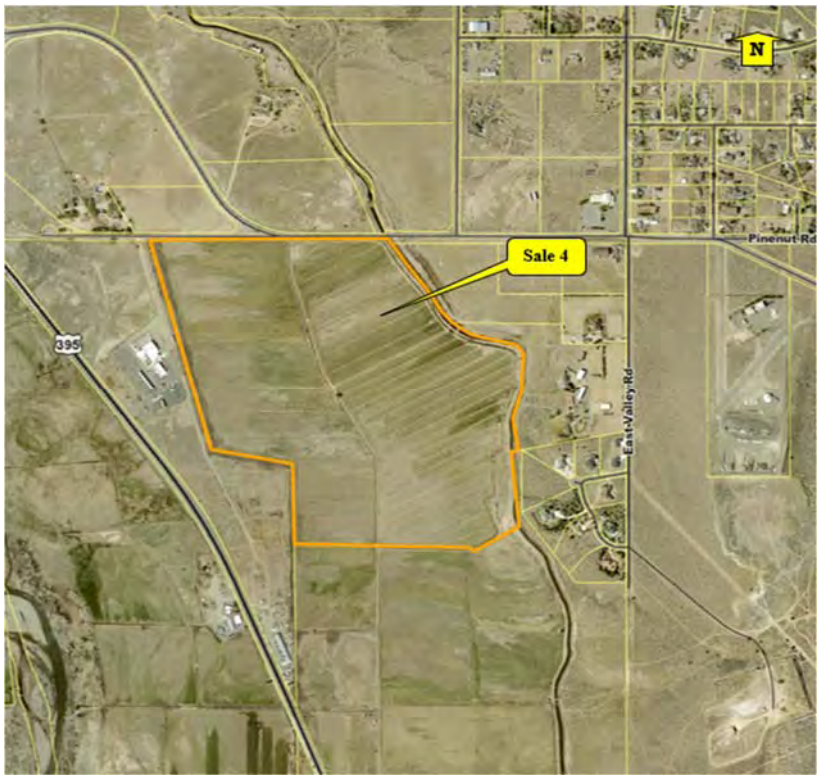
Sale 2 consists of two Douglas County parcels located at the southeast corner of Muller Parkway and Toler Lane. This site, which contained 206.36-acres, sold on December 21, 2020 for $27 million or $130,839 per acre. This site is zoned for multi-family with a maximum density of 16-dwelling units per acre (MFR), single family with a maximum density of 5.45-dwelling units per acre (SFR – 8,000), and neighborhood commercial (NC). It is my understanding that this site had prepaid sewer and water hookups, included transferable development rights (TDRs), and tentative map approval for up to 1,020± residential units. Similar to the subject, this comparable had some of the site in an AO-1 flood zone.

In comparing Sale 2 to the subject, I first considered that it closed December 21, 2020. Using Costar, I found the average price per acre had more than tripled during that period. This is reasonable as sales had struggled during the Covid-19 period. This warrants a very substantial upward adjustment. While downward adjustments are required for the size difference and prepaid utility hook-ups, the substantial upward adjustment for increased market conditions requires more weight in this comparison. This indicates that the unit price of $130,839 per acre commanded by this site in December of 2020 would have been below what the subject site could have commanded in May of 2025.



Sale 3, which consists of one (1) Douglas County parcel, is located at northwest corner of the future extension of Muller Parkway and Toler Lane. This site, which contained 51.31-acres, sold on July 17, 2020 for $5,250,000 or $102,319 per acre. After selling, the Douglas County Board of Commissioners approved the Development Overlay, and also approved a Tentative Subdivision Map for 190 single family residential parcels, that were to range from 8,000 to 12,000 square feet, and three (3) public facilities parcels. This property had been part of a 2005 Development Agreement that had been modified several times. The fact that it had prior approvals made the new Development Agreement easier to obtain. This comparable had a higher percentage of its area in an AO-1 flood zone.

In comparing Sale 3 to the subject, I applied a very substantial upward adjustment for its 2020 date of sale. While a downward adjustment is required for this size difference, additional upward adjustments are warranted for having larger percentage of the site in the flood zone and for the fact that the Development agreement was not in place prior to the sale. While it would be easier to obtain since it had been approved in the past, this still took some time and money to go through the process. In this comparison, all of the adjustments except the size adjustment are upward. This indicates that the unit price of $102,319 per acre commanded by this site in July of 2020 would have been substantially below what the subject site could have commanded in May of 2025.



Comparable 4, which consists of one (1) Douglas County parcel, is located south of the convergence of Pinenut Court and Pinenut Road, between 395 and East Valley Road. This site, which contains 130.55-acres, has been listed for sale for over five (5) years. The asking price had been $10.75 million, was dropped to $9.5 million and is currently listed for $8.5 million or $65,109 per acre. This site is just north of the Corley Ranch. This is a master planned community that has an entitled Specific Plan in Douglas County and was recently approved as a receiving area. The plan is for a Village Center with commercial and lodging, community garden and greenhouse, and a working farm. The residential portion is planned for active living (42 units), cottage homes (136 units), and ranch homes (60 units). The topography is basically level, it is not in a flood zone, and there were will serve letters for water and sewer.

In comparing this sale to the subject property, I first considered that this is only an asking price. Based on my research, properties typically sell for less than the asking price. In addition, this site has been marketed for years, while the asking price has continued to decline. Therefore, I first applied a downward adjustment for the fact that this is not a closed sale. Next I considered the location differences. My research suggests that the location of this site south of Gardnerville is inferior to that of the subject. This is supported by the fact that Sales 2 and 3, which are located north of this site in Gardnerville commanded substantially higher prices per acre. This difference warrants a substantial upward adjustment. I then applied downward adjustments for this site's smaller size and lack of a flood zone designation. However, another upward adjustment is warranted for the lower approved density of this site. Again, the predominance of the adjustments is upward. This indicates that the asking price of $65,109 per acre would also be below what the subject site could have commanded on May 2, 2025.



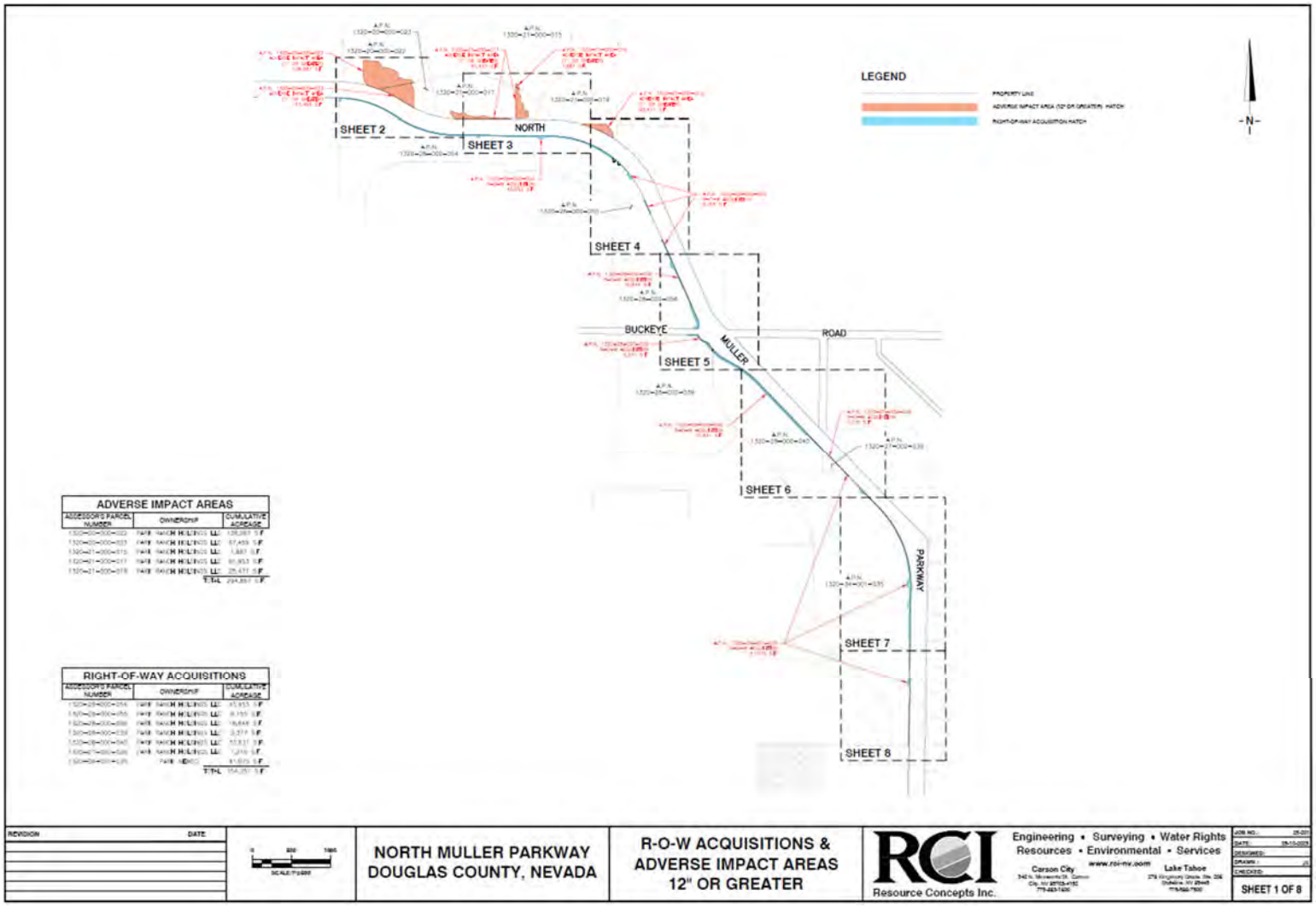
Comparable 5 consists of the five (5) planned neighborhoods in the Buckeye Farms Specific Plan. This portion of the subject, which includes the residential developable portions of the subject property, which is reported to be 575-acres, is listed for sale in MLS for $115,760,000 ($201,322/Acre). This is actually up about 4.4% from the $110,900,000 ($192,870/Acre) that it was listed for in February of 2024. It is my understanding that D.R. Horton has shown interest in the property, and there are active negotiations at this time. Based on the length of time it has been listed, the asking price is considered to be above what this portion of the subject site would have sold for on May 2, 2025.

LAND VALUE CONCLUSION

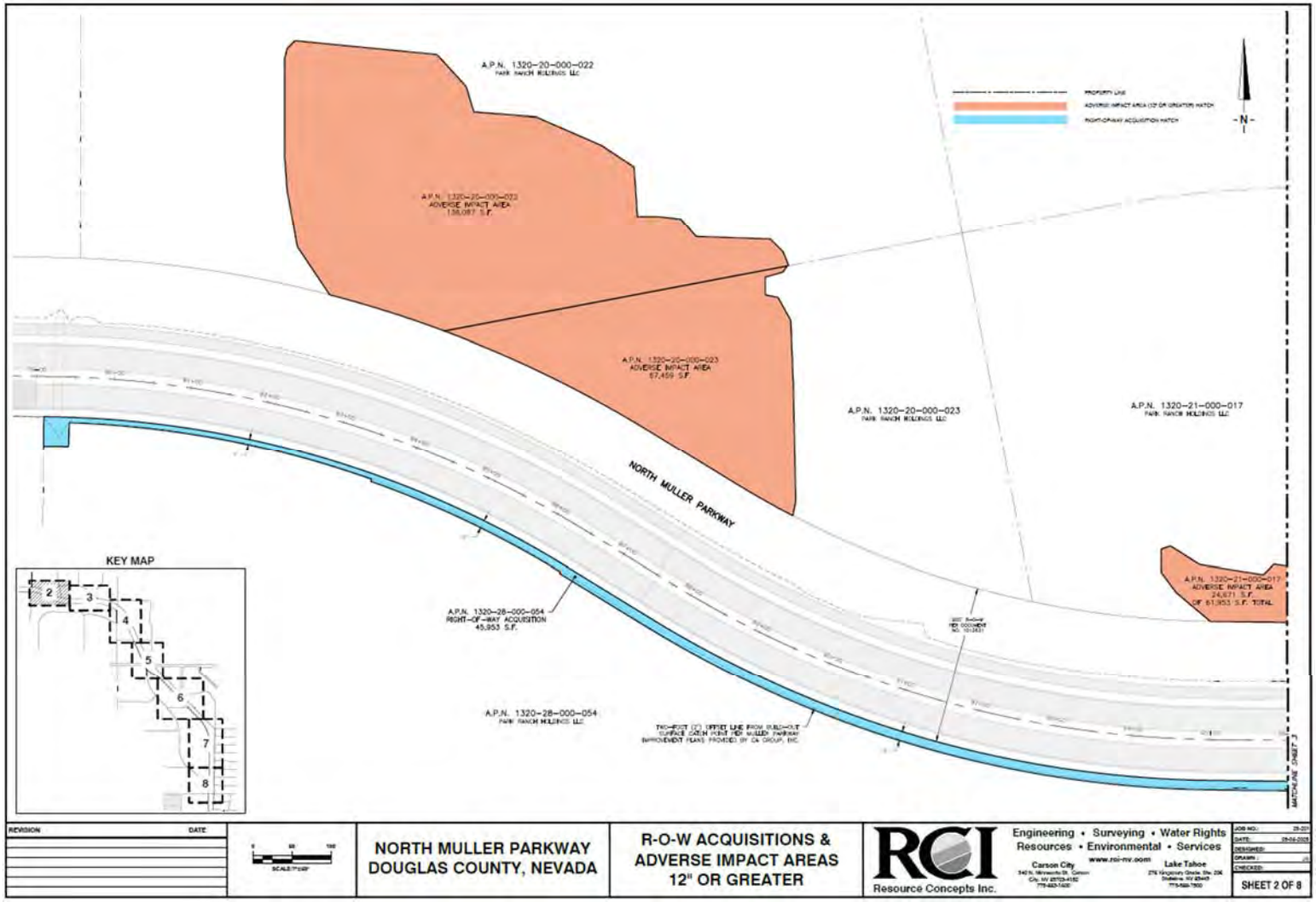
I analyzed three (3) land sales that closed escrow between July of 2020 and April of 2024. These sales commanded unit prices ranging from $102,319 per acre, to $130,839 per acre. I also looked at two (2) listings, one (1) of which is the developable portion of the subject site. The asking unit prices ranged from $65,109 per acre, to $201,322 per acre. After considering all of this information, and the fact that the estimated market value of the subject property is to be based on the highest price that the property could have commanded on May 2, 2025, I have estimated the unit value of the subject site at $150,000 per acre. Therefore, I have estimated the market value of the subject property, in the before condition by the Sales Comparison Approach, as of May 2, 2025, as follows:

Sales Comparison Approach to Value	
Estimated Value per Acre	$ 150,000.00
Subject's Acres	1,155.71
Indicated Value	$ 173,356,500

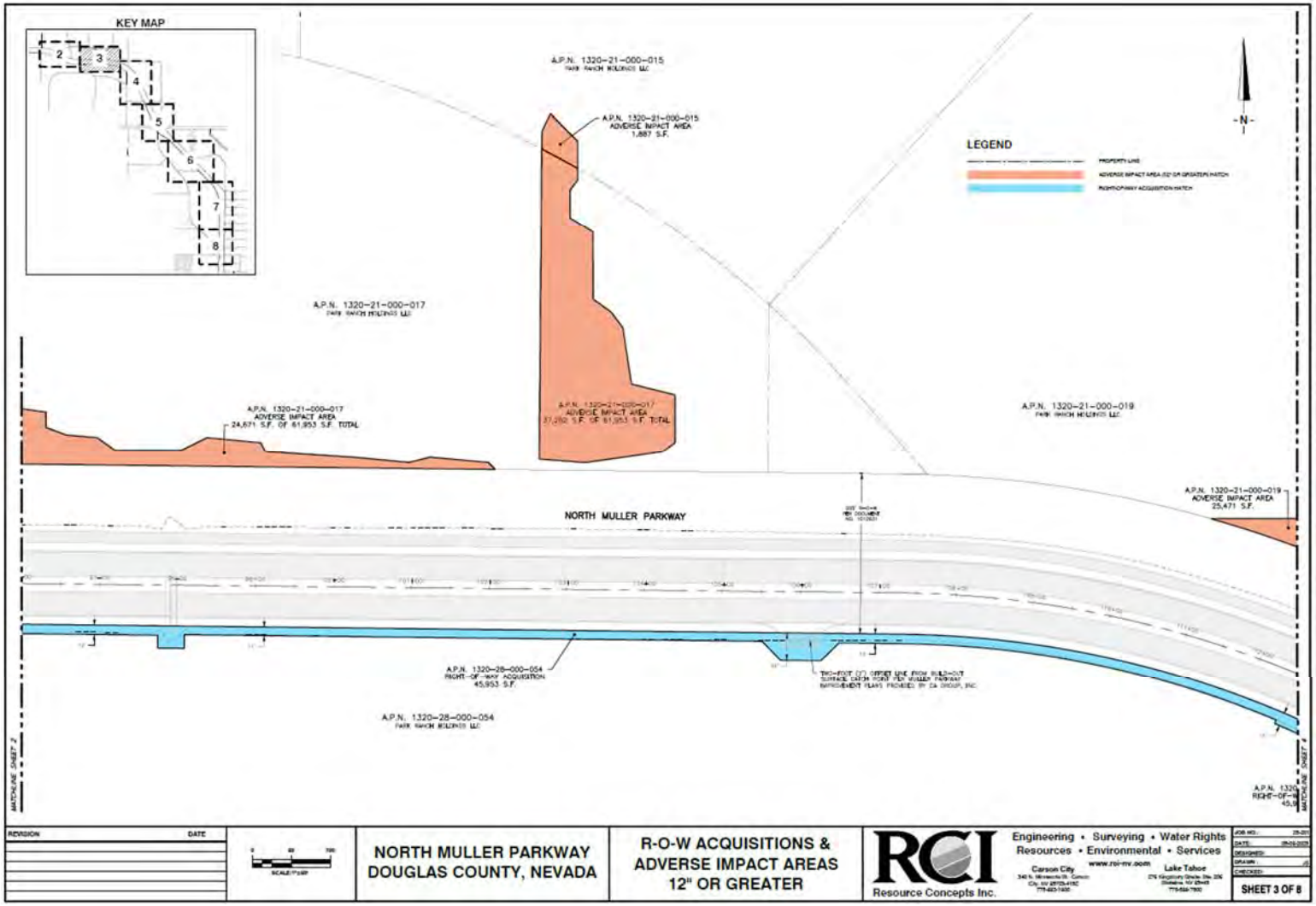
DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 1 OF 8



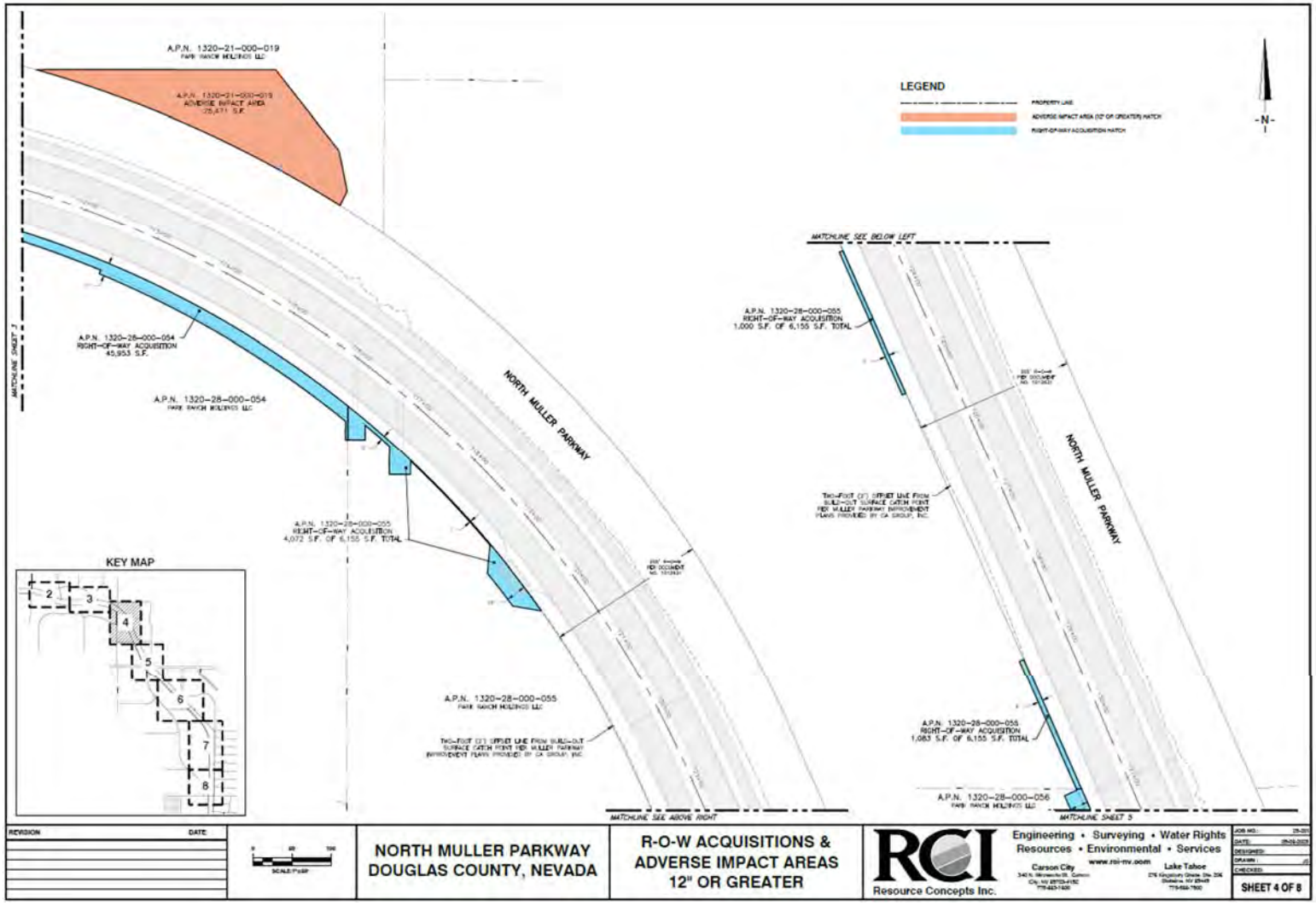
DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 2 OF 8



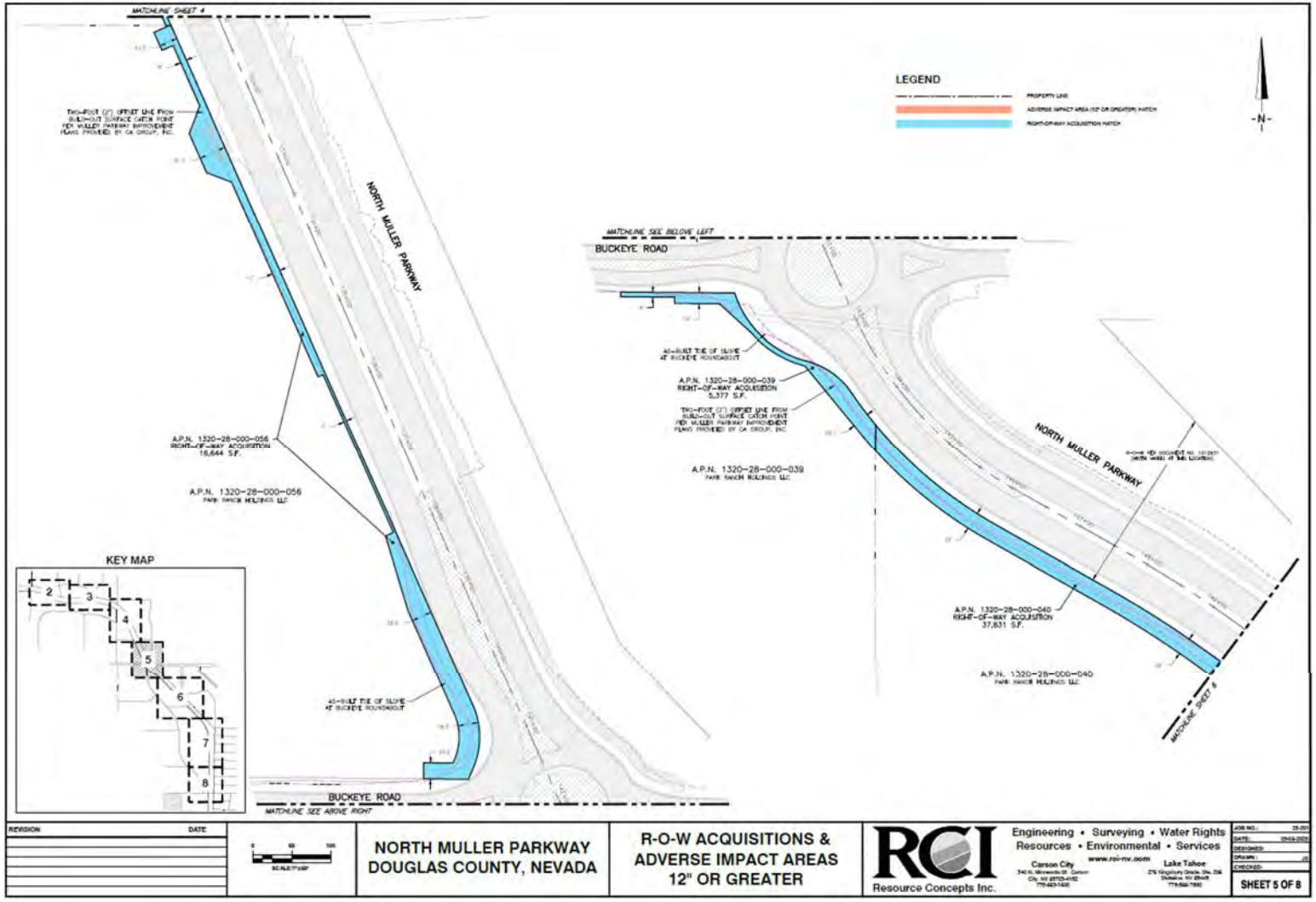
DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 3 OF 8



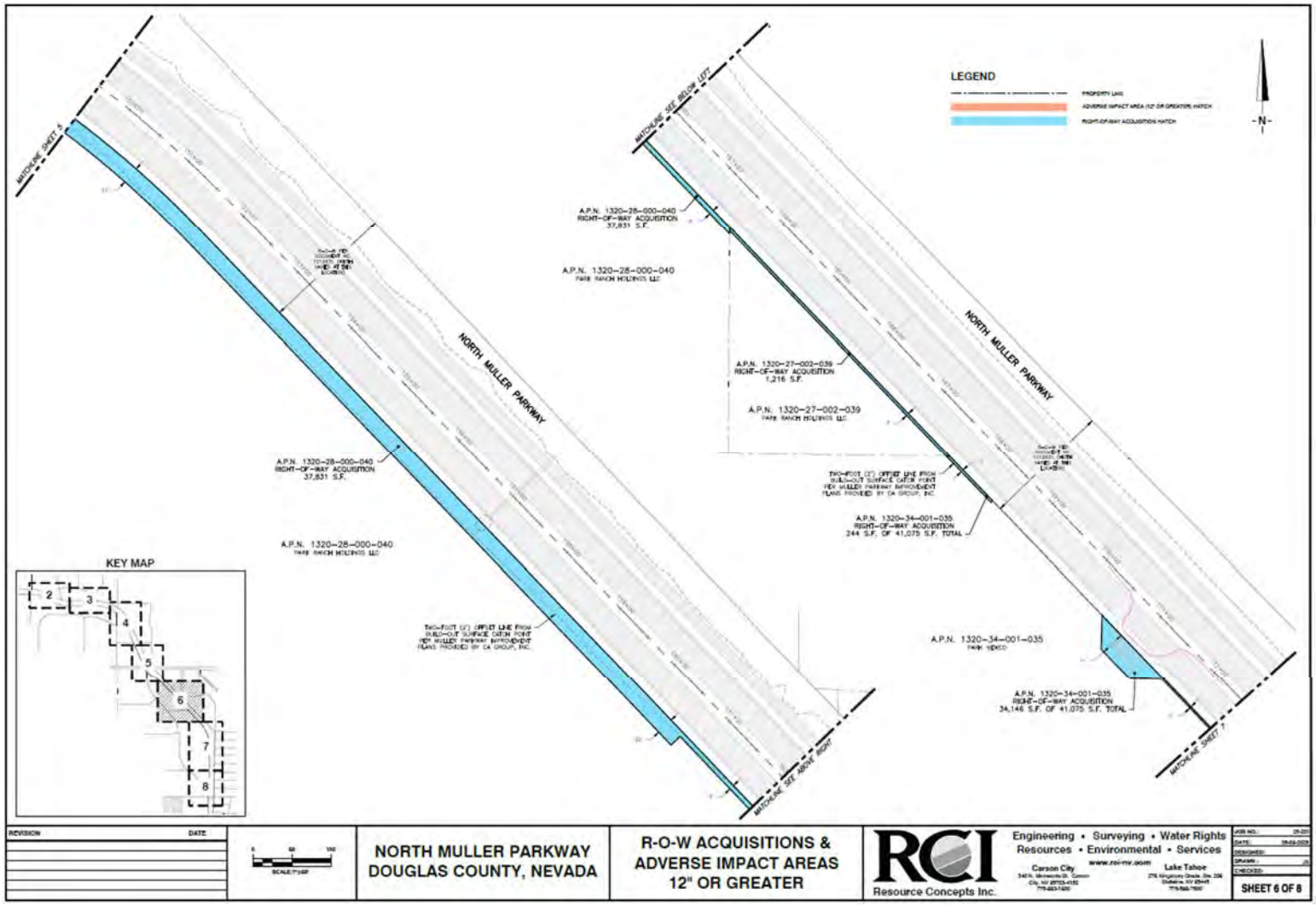
DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 4 OF 8



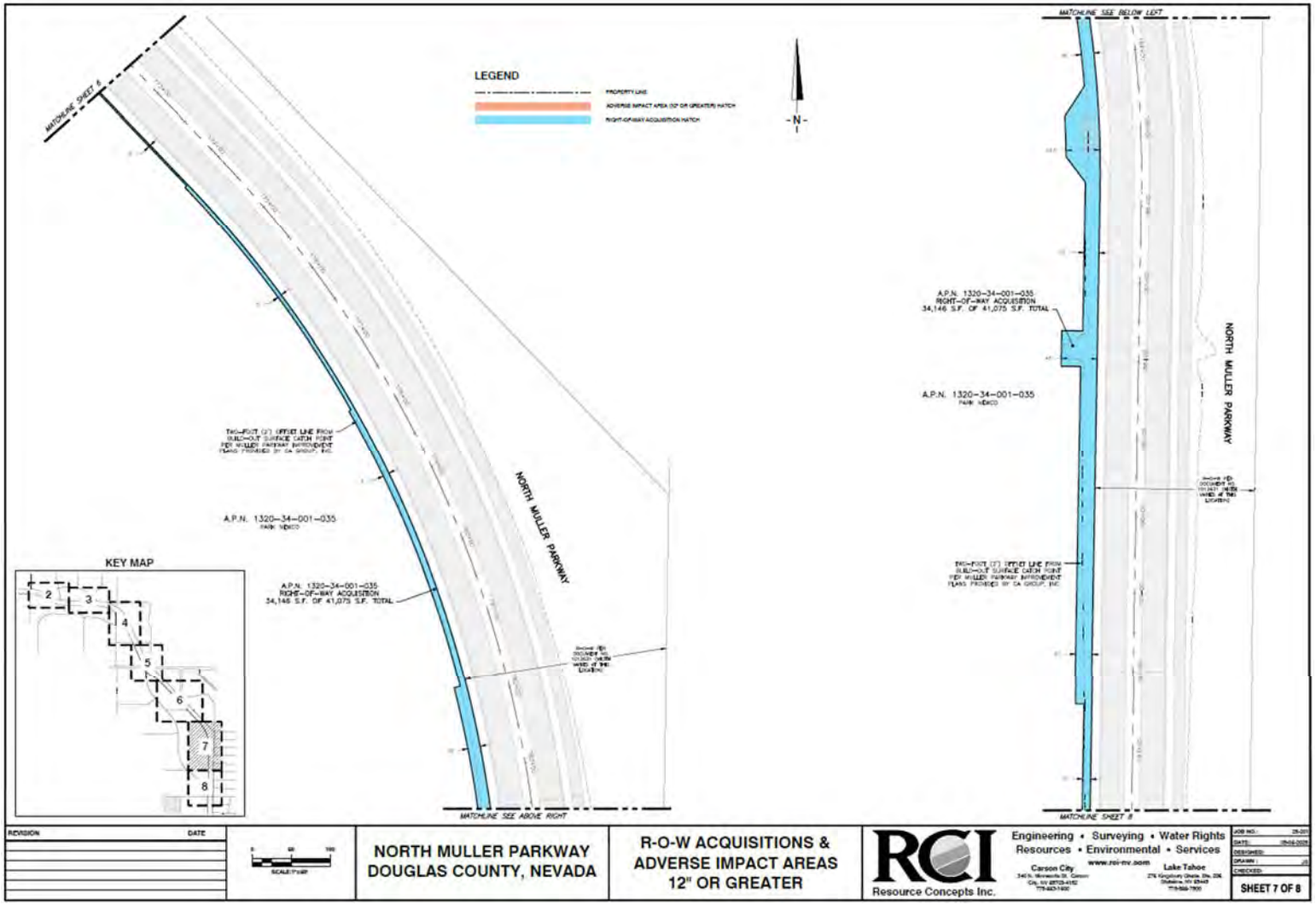
DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 5 OF 8



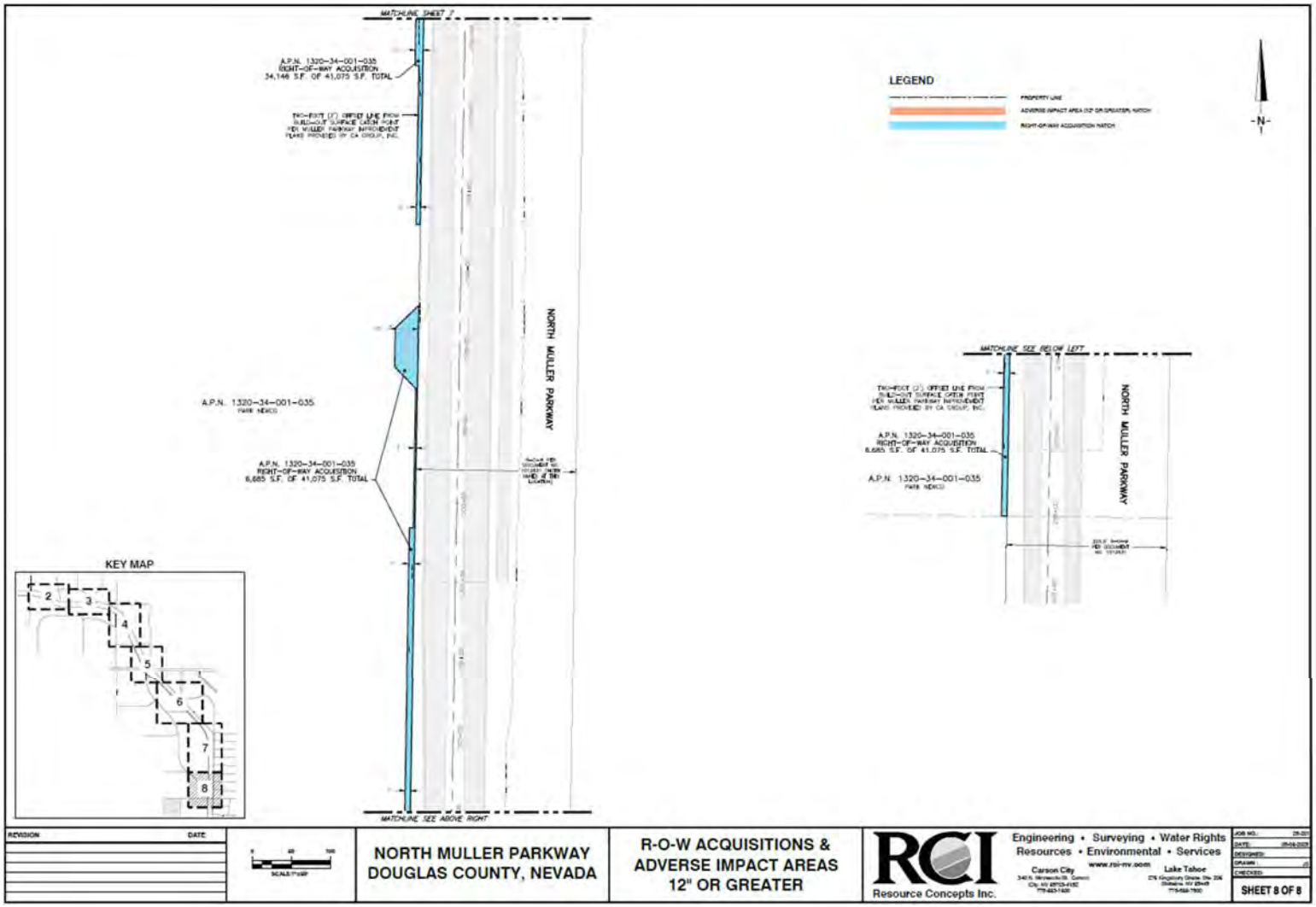
DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 6 OF 8



DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 7 OF 8



DIAGRAMS OF R-O-W ACQUISITIONS & ADVERSE IMPACT AREAS 12" OR GREATER TO BE ACQUIRED AS PE'S – SHEET 8 OF 8



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-27-002-039

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-27-002-039)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 27 and in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 02°19'44" West, a distance of 1,501.55 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence along said southwesterly right-of-way line South 43°45'29" East, a distance of 408.48 feet to point that intersects the southerly boundary line of A.P.N. 1320-27-002-039 as determined from said Record of Survey for Muller Parkway;

Thence along said southerly boundary line North 89°14'00" West, a distance of 4.21 feet;

Thence parallel with and 3.00 feet westerly from said westerly right-of-way line North 43°45'29" West, a distance of 402.44 feet to a point on the westerly boundary line of said A.P.N. 1320-27-002-039;

Thence along said westerly boundary line North 00°23'24" East, a distance of 4.31 feet to the **POINT OF BEGINNING**, containing 1,216 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

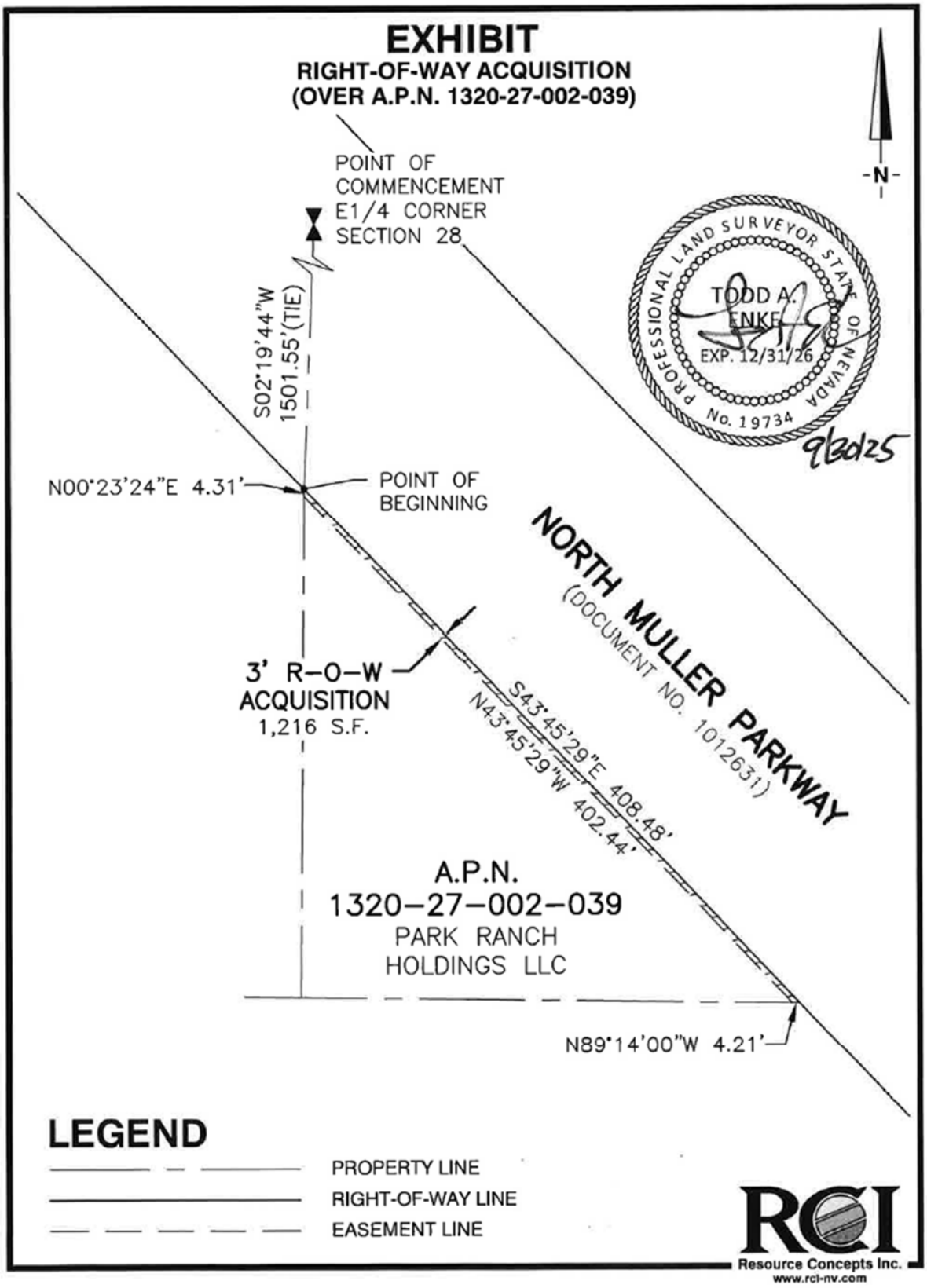
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

Page 1 of 1

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-27-002-039



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-039

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-039)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 82°23'02" West, a distance of 1,495.10 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence leaving said right-of-way line South 00°06'42" West, a distance of 33.60 feet along the easterly property line of A.P.N. 1320-28-000-039;

Thence leaving said property line northwesterly along a curve to the right having a radial bearing of North 47°56'02" East to the center point, a radius of 574.50 feet, a central angle of 02°45'07", and an arc length of 27.59 feet;

Thence North 39°18'51" West, a distance of 114.87 feet to a point 6.50 feet southwesterly from said right-of-way line;

Thence parallel with and 6.50 feet southwesterly from said right-of-way line along a curve to the right having a radial bearing of North 14°19'04" East to the center point, a radius of 136.50 feet, a central angle of 34°32'36", and an arc length of 82.30 feet;

Thence North 47°43'45" West, a distance of 55.23 feet;

Thence North 89°29'25" West, a distance of 57.52 feet;

Thence North 00°30'35" East, a distance of 8.00 feet;

Thence North 89°29'25" West, a distance of 69.31 feet;

Thence North 00°30'35" East, a distance of 6.00 feet to a point on the southerly right-of-way line of Buckeye Road;

Thence along said southerly right-of-way line South 89°29'25" East, a distance of 146.31 feet to a point that intersects the southwesterly right-of-way line of Muller Parkway;

Thence along said southwesterly right-of-way line the following three (3) courses and distances:

Southwesterly along a curve to the left having a radial bearing of North 72°37'18" East to the center point, a radius of 130.00 feet, a central angle of 58°18'14" and an arc length of 132.29 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-039

Southwesterly along a reverse curve to the right having a radius of 100.00 feet, a central angle of 41°35'35" and an arc length of 72.59 feet;

Southwesterly along a reverse curve to the left having a radius of 552.50 feet, a central angle of 05°23'37" and an arc length of 52.01 feet to the POINT OF BEGINNING, containing 5,377 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

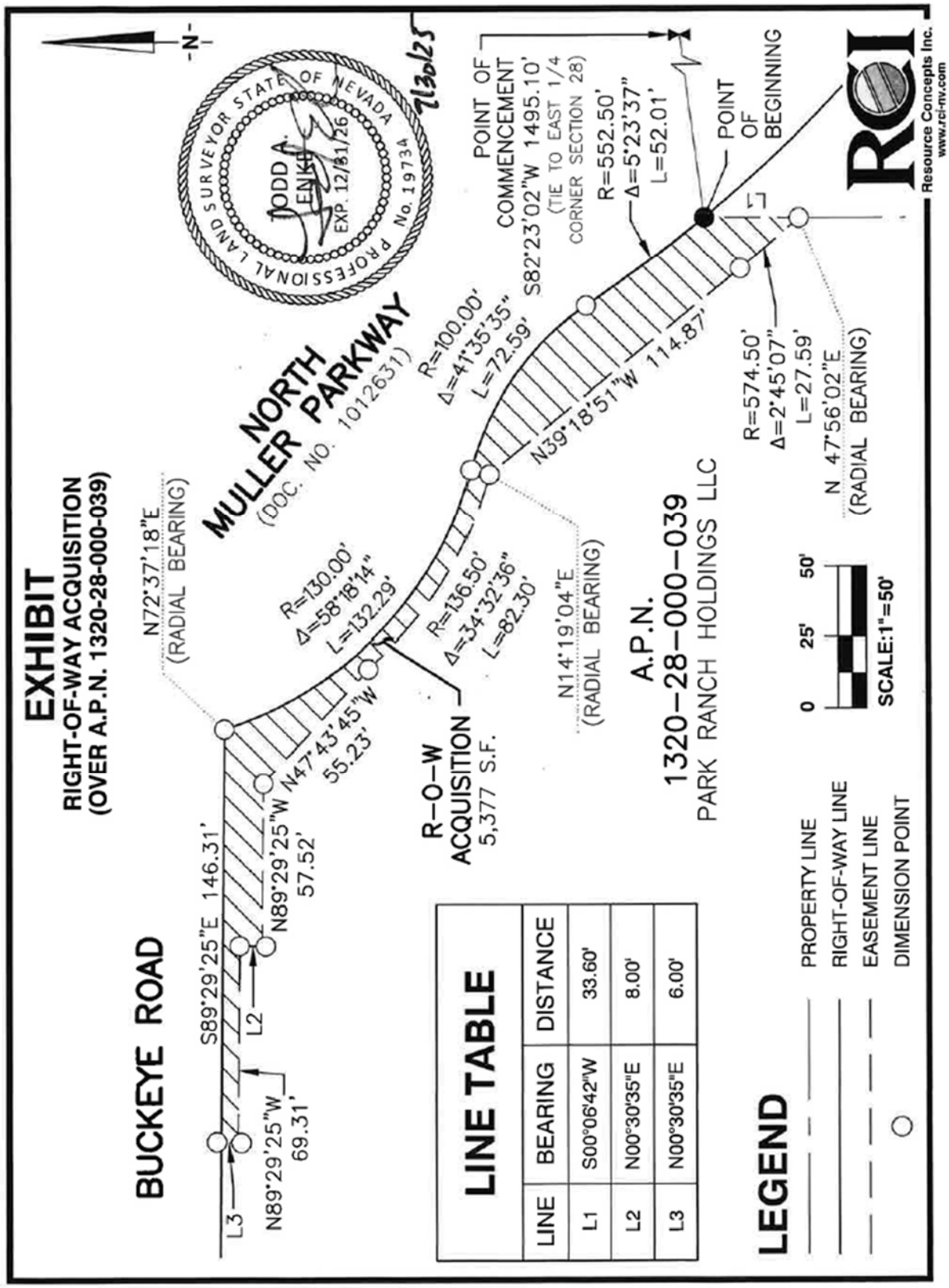
Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-039



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 82°23'02" West, a distance of 1,495.10 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence along said southwesterly right-of-way line of North Muller Parkway the following four (4) courses and distances:

Southeasterly along a curve to the left having a radial bearing of North 50°31'02" East to the center point, a radius of 552.50 feet, a central angle of 21°00'54", and an arc length of 202.65 feet;

South 60°29'52" East, a distance of 169.48 feet;

Southeasterly along a curve to the right having a radius of 1,297.50 feet, a central angle of 16°44'23", and an arc length of 379.08 feet;

South 43°45'29" East, a distance of 1,186.88 feet to a point that intersects the easterly boundary line of A.P.N. 1320-28-000-040;

Thence along said easterly boundary line South 00°23'24" West, a distance of 8.61 feet;

Thence leaving said easterly boundary line North 43°45'29" West, a distance of 290.93 feet;

Thence South 46°14'31" West, a distance of 16.00 feet;

Thence North 43°45'29" West, a distance of 902.13 feet;

Thence northwesterly along a curve to the left having a radius of 1,275.50 feet, a central angle of 16°44'23", and an arc length of 372.65 feet;

Thence North 60°29'52" West, a distance of 169.48 feet;

Thence northwesterly along a curve to the right having a radius of 574.50 feet, a central angle of 18°25'54" and an arc length of 184.81 feet to the westerly boundary line of A.P.N. 1320-28-000-040;

Thence along said westerly boundary line North 00°06'42" East, a distance of 33.60 feet to the **POINT OF BEGINNING**, containing 37,831 square feet, more or less.

Page 1 of 2

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

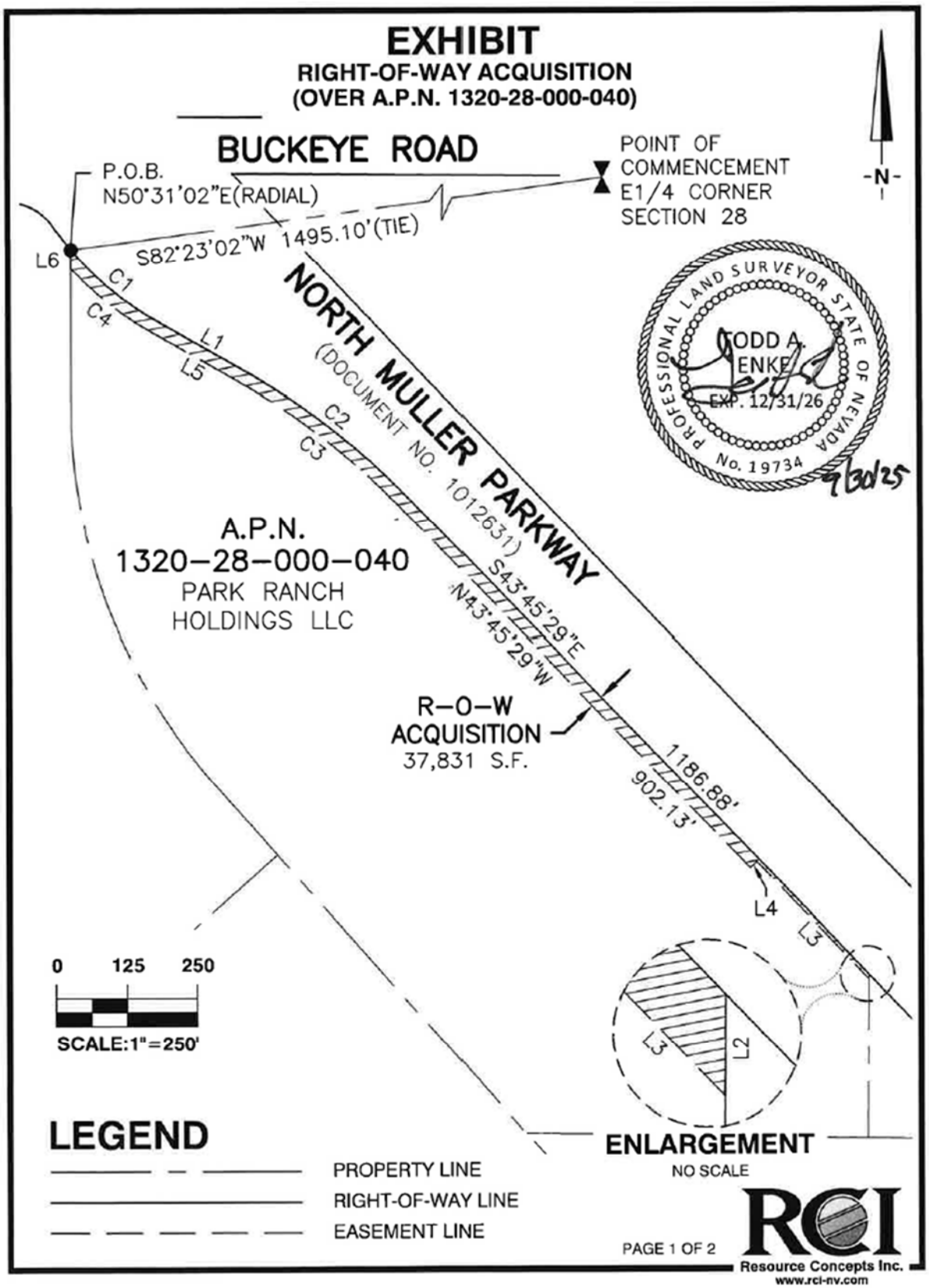
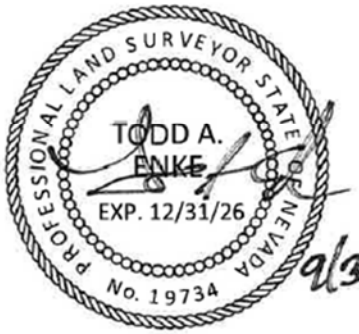


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

EXHIBIT
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	202.65'	552.50'	21°00'54"
C2	379.08'	1297.50'	16°44'23"
C3	372.65'	1275.50'	16°44'23"
C4	184.81'	574.50'	18°25'54"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°29'52"E	169.48'
L2	S00°23'24"W	8.61'
L3	N43°45'29"W	290.93'
L4	S46°14'31"W	16.00'
L5	N60°29'52"W	169.48'
L6	N00°06'42"E	33.60'



PAGE 2 OF 2

RCI Resource Concepts Inc.
www.rci-nv.com

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, in a portion of northwest one-quarter (NW1/4) of Section 28 and in a portion of the northeast one-quarter (NE1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING from the northwest corner of Parcel 4 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the southerly right-of-way line of Muller Parkway;

Thence along said southerly right-of-way line the following five (5) courses and distances:

Easterly along a curve to the right having a radial bearing of South 00°30'15" West to the center point, a radius of 1,297.50 feet, a central angle of 31°06'32" and an arc length of 704.48 feet;

South 58°23'13" East, a distance of 131.56 feet;

Easterly along a curve to the left having a radius of 1,402.50 feet, a central angle of 30°59'32" and an arc length of 758.64 feet;

South 89°20'45" East, a distance of 1,226.14 feet;

Easterly along a curve to the right having a radius of 1,297.50 feet, a central angle of 38°04'53" and an arc length of 862.38 feet to the northeast corner of said Parcel 4;

Thence along the easterly boundary line of said Parcel 4 South 00°13'58" West, a distance of 43.67 feet;

Thence leaving said easterly boundary line North 89°59'06" West, a distance of 3.09 feet;

Thence North 00°25'31" East, a distance of 24.30 feet;

Thence westerly along a curve to the left having a radial bearing of South 39°08'11" West to the center point, a radius of 1,280.50 feet, a central angle of 16°32'57" and an arc length of 369.86 feet;

Thence North 22°35'13" East, a distance of 5.00 feet;

Thence westerly along a curve to the left having a radial bearing of South 22°35'13" West to the center point, a radius of 1,285.50 feet, a central angle of 21°57'58" and an arc length of 492.84 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

Thence North 89°20'45" West, a distance of 80.07 feet;
Thence South 45°39'15" West, a distance of 32.53 feet;
Thence North 89°20'45" West, a distance of 52.00 feet;
Thence North 44°20'45" West, a distance of 33.94 feet;
Thence North 89°20'45" West, a distance of 741.77 feet;
Thence South 00°02'25" West, a distance of 17.50 feet;
Thence North 89°20'45" West, a distance of 34.00 feet;
Thence North 00°02'25" East, a distance of 16.50 feet;
Thence North 89°20'45" West, a distance of 271.32 feet;
Thence westerly along a curve to the right having a radius of 1,417.45 feet, a central angle of 30°55'33" and an arc length of 765.08 feet;
Thence North 58°23'13" West, a distance of 131.56 feet;
Thence North 31°36'47" East, a distance of 2.00 feet;
Thence westerly along a curve to the left having a radial bearing of South 31°36'47" West to the center point, a radius of 1,287.50 feet, a central angle of 12°02'22" and an arc length of 270.54 feet;
Thence North 19°34'25" East, a distance of 3.00 feet;
Thence westerly along a curve to the left having a radial bearing of South 19°34'25" West to the center point, a radius of 1,290.50 feet, a central angle of 17°37'05" and an arc length of 396.82 feet;
Thence South 01°33'49" West, a distance of 30.90 feet;
Thence North 89°29'15" West, a distance of 32.12 feet to the westerly boundary line of said Parcel 4;
Thence along said westerly boundary line North 00°30'45" East, a distance of 38.30 feet to the **POINT OF BEGINNING**, containing 45,953 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

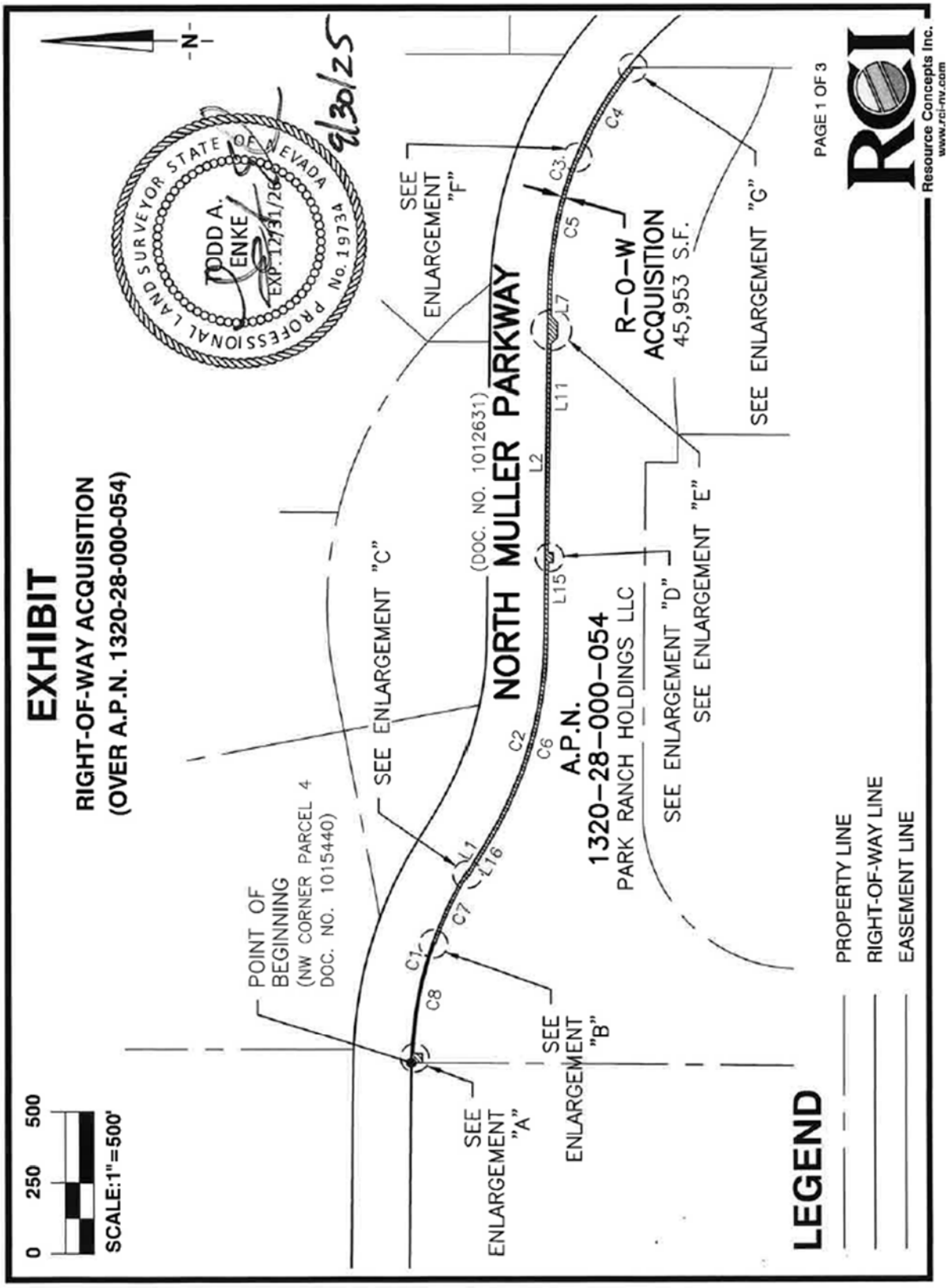


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

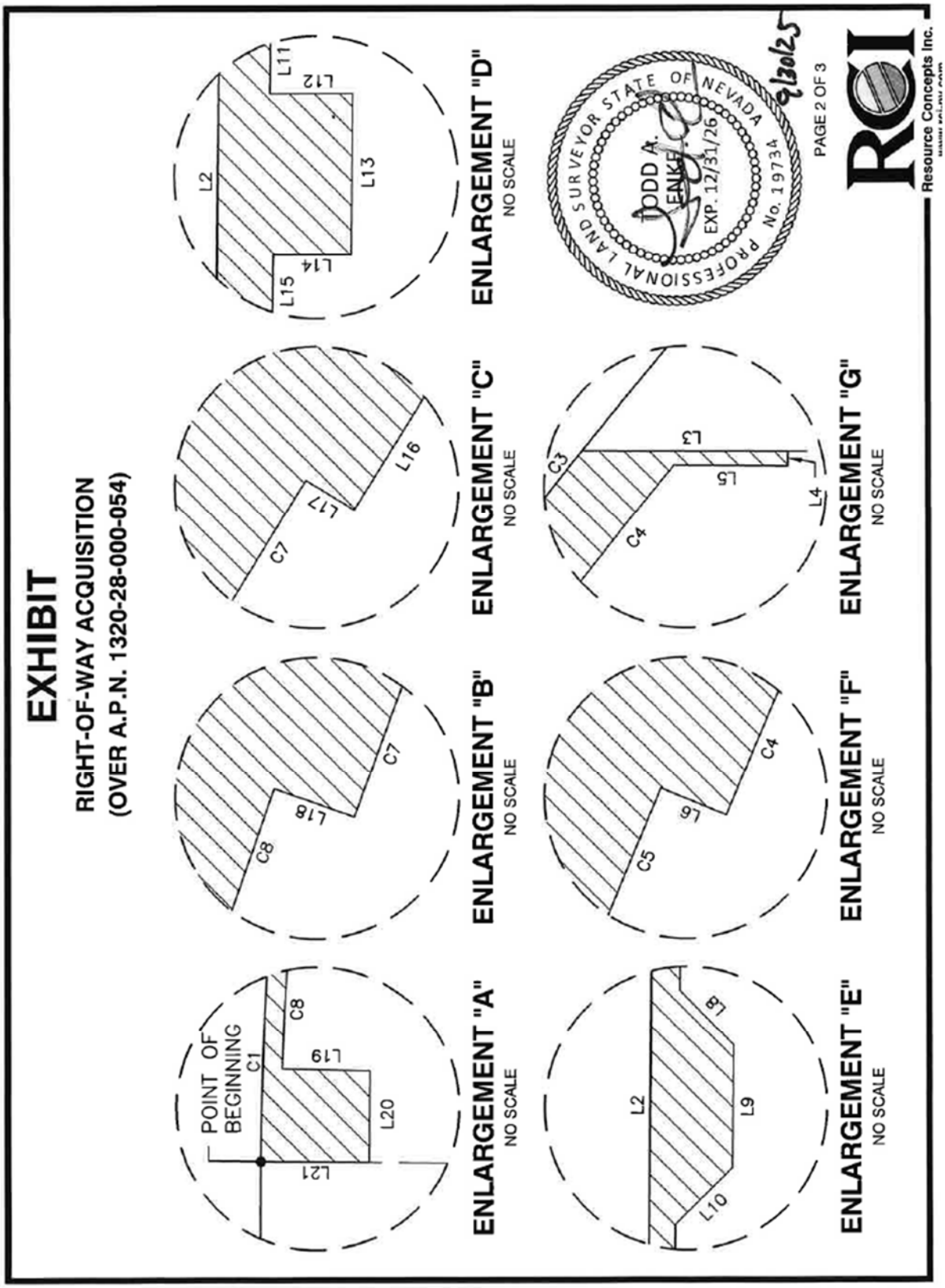


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

EXHIBIT

RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S58°23'13"E	131.56'
L2	S89°20'45"E	1226.14'
L3	S00°13'58"W	43.67'
L4	N89°59'06"W	3.09'
L5	N00°25'31"E	24.30'
L6	N22°35'13"E	5.00'
L7	N89°20'45"W	80.07'
L8	S45°39'15"W	32.53'
L9	N89°20'45"W	52.00'
L10	N44°20'45"W	33.94'
L11	N89°20'45"W	741.77'

LINE TABLE

LINE	BEARING	DISTANCE
L12	S00°02'25"W	17.50'
L13	N89°20'45"W	34.00'
L14	N00°02'25"E	16.50'
L15	N89°20'45"W	271.32'
L16	N58°23'13"W	131.56'
L17	N31°36'47"E	2.00'
L18	N19°34'25"E	3.00'
L19	S01°33'49"W	30.90'
L20	N89°29'15"W	32.12'
L21	N00°30'45"E	38.30'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	704.48'	1297.50'	31°06'32"
C2	758.64'	1402.50'	30°59'32"
C3	862.38'	1297.50'	38°04'53"
C4	369.86'	1280.50'	16°32'57"
C5	492.84'	1285.50'	21°57'58"
C6	765.08'	1417.45'	30°55'33"
C7	270.54'	1287.50'	12°02'22"
C8	396.82'	1290.50'	17°37'05"

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. JENKE
No. 19734
EXP. 12/31/26
2/30/25

PAGE 3 OF 3

RCI
Resource Concepts Inc.

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-055)

All that certain real property situate in a portion of the northwest one-quarter (NW1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA A

BEGINNING from the northwest corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence southeasterly along said southwesterly right-of-way line on a curve to the right having a radial bearing of South 38°42'08" West to the center point, a radius of 1,297.50 feet, a central angle of 16°02'14", and an arc length of 363.18 feet;

Thence leaving said southwesterly right-of-way line North 80°23'07" West, a distance of 37.07 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 53°33'39" West to the center point, a radius of 1,271.50 feet, a central angle of 02°23'39" and an arc length of 53.13 feet;

Thence North 05°02'52" East, a distance of 35.70 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 50°01'47" West, a radius of 1,296.50 feet, a central angle of 06°34'25" and an arc length of 148.75 feet;

Thence South 00°21'45" West, a distance of 17.25 feet;

Thence South 89°59'46" West, a distance of 27.34 feet;

Thence North 00°23'15" East, a distance of 36.92 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 41°58'51" West to the center point, a radius of 1,292.50 feet, a central angle of 01°49'31" and an arc length of 41.17 feet;

Thence South 00°25'31" West, a distance of 18.95 feet;

Thence North 89°59'06" West, a distance of 22.23 feet to a point on the westerly boundary line of said Parcel 5;

Thence along said westerly boundary line North 00°13'58" East, a distance of 43.67 feet to the **POINT OF BEGINNING**, containing 4,072 square feet, more or less.

TOGETHER WITH:

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

AREA B

COMMENCING from the southeast corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the westerly right-of-way line of Muller Parkway;

Thence along said westerly right-of-way line North 23°49'39" West, a distance of 556.46 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly right-of-way line South 66°10'21" West, a distance of 5.00 feet;

Thence North 23°49'39" West, a distance of 200.00 feet;

Thence North 66°10'21" East, a distance of 5.00 feet to a point of said westerly right-of-way line;

Thence along said westerly right-of-way line South 23°49'39" East, a distance of 200.00 feet to the POINT OF BEGINNING,. Containing 1,000 square feet, more or less.

TOGETHER WITH:

AREA C

BEGINNING from the southeast corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the westerly right-of-way line of Muller Parkway;

Thence along the southerly boundary line of said Parcel 5 North 89°46'02" West, a distance of 6.57 feet;

Thence leaving said southerly boundary line North 23°49'39" West, a distance of 179.14 feet;

Thence North 66°10'21" East, a distance of 6.00 feet to a point on said westerly right-of-way line;

Thence along said westerly right-of-way line South 23°49'39" East, a distance of 181.82 feet to the POINT OF BEGINNING, containing 1,083 square feet, more or less.

Resultant acreage of the combined Areas is 6,155 square feet.

See EXHIBIT attached hereto and made a part hereof.

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

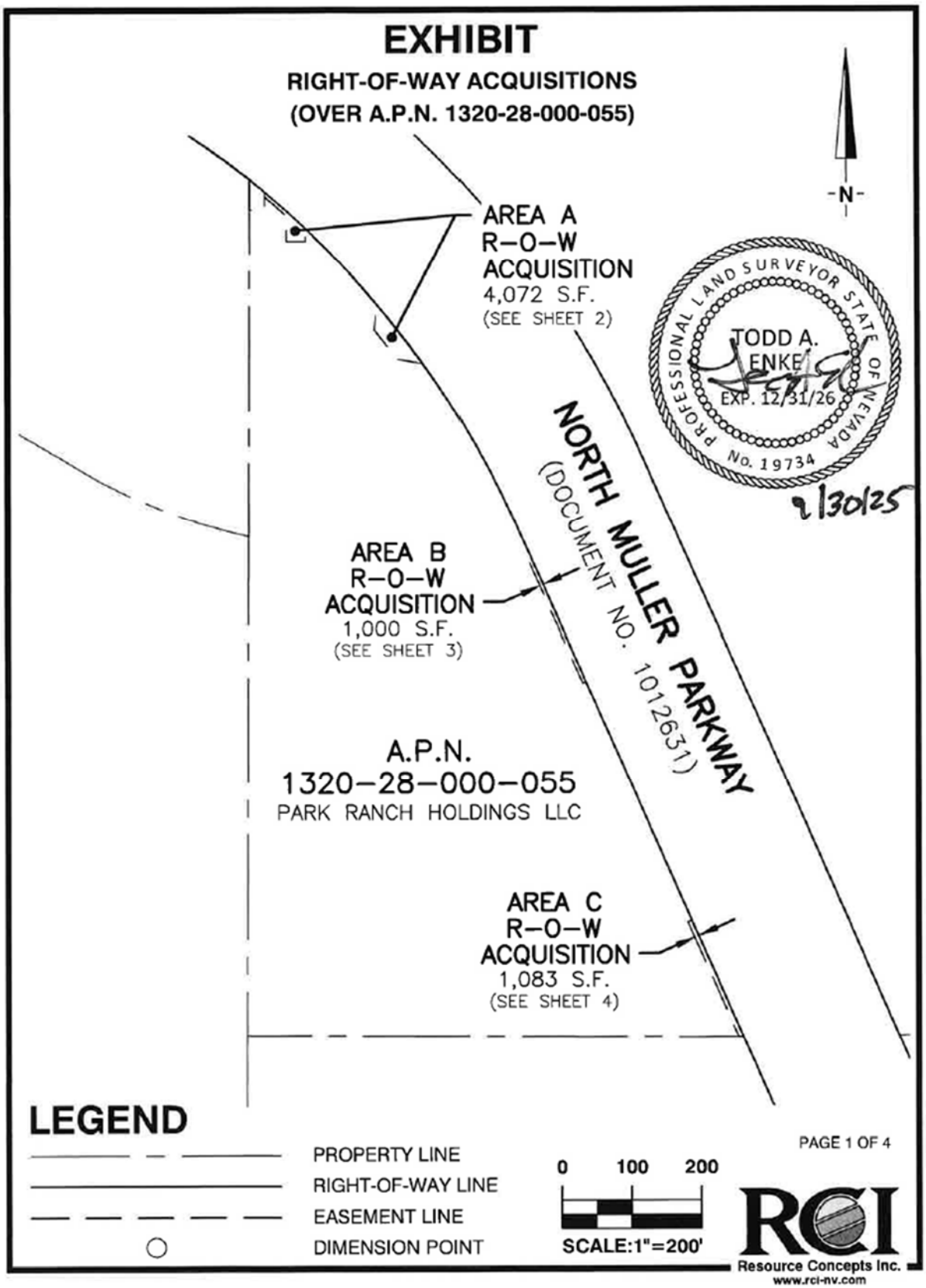


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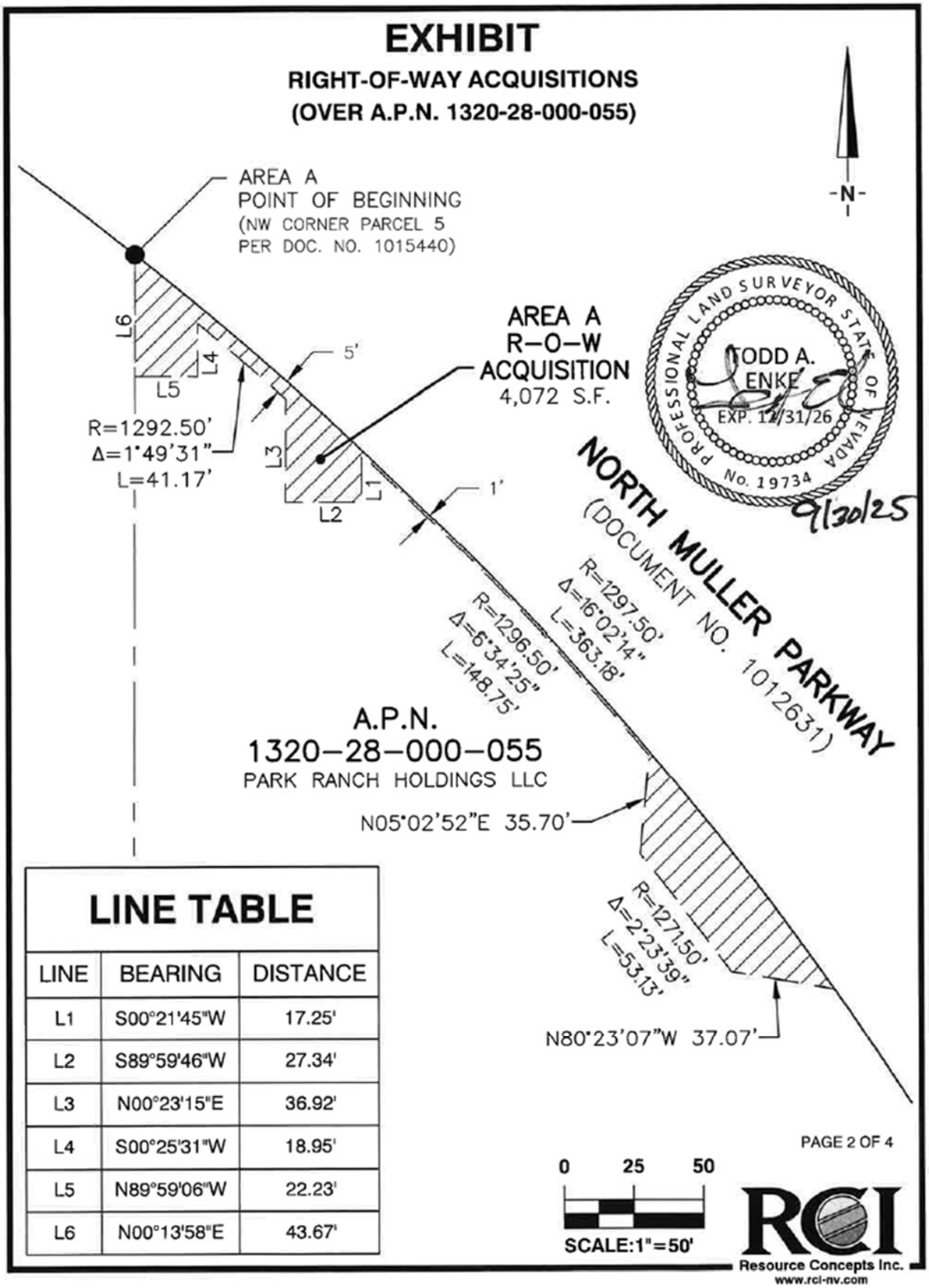


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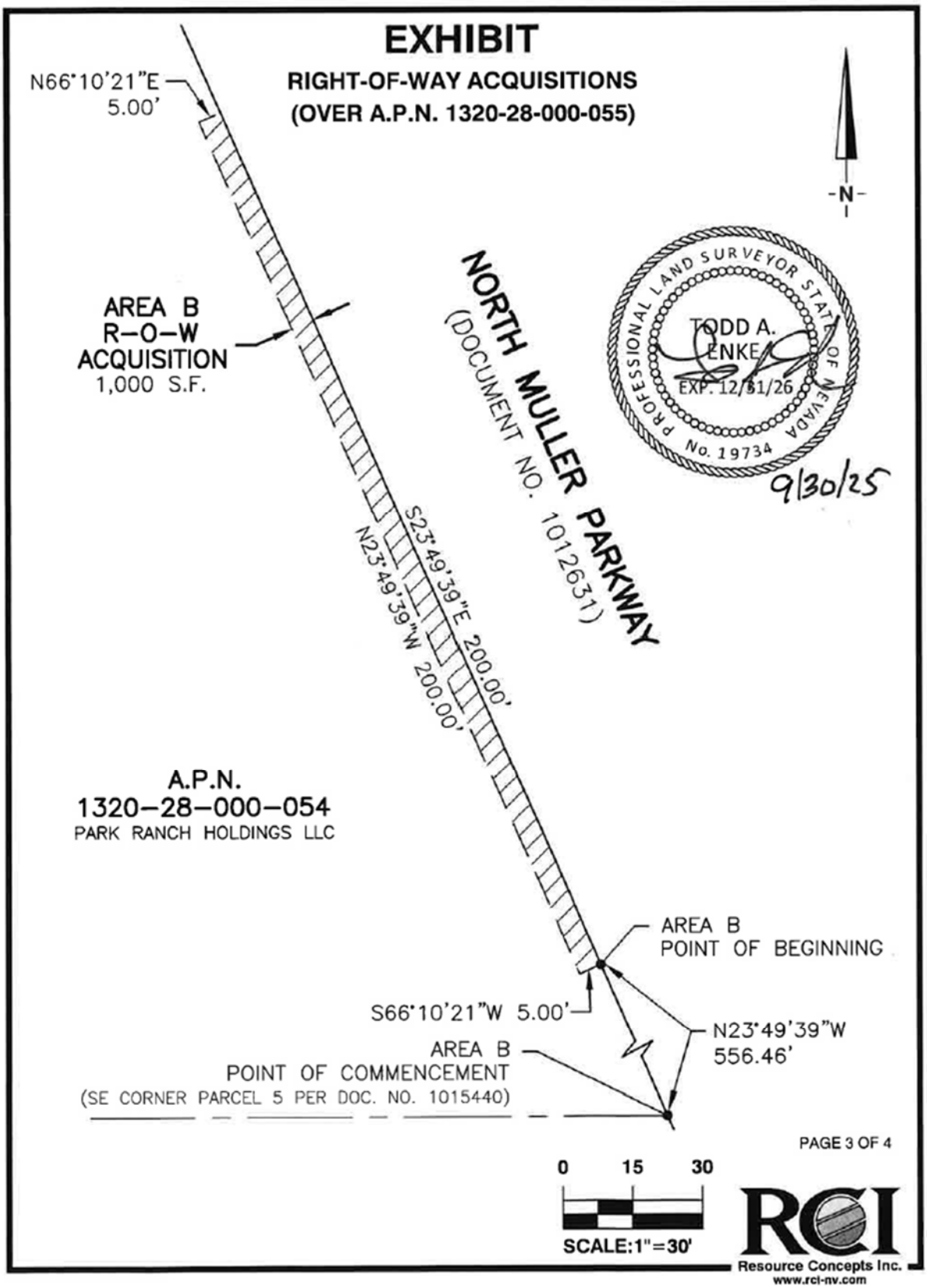
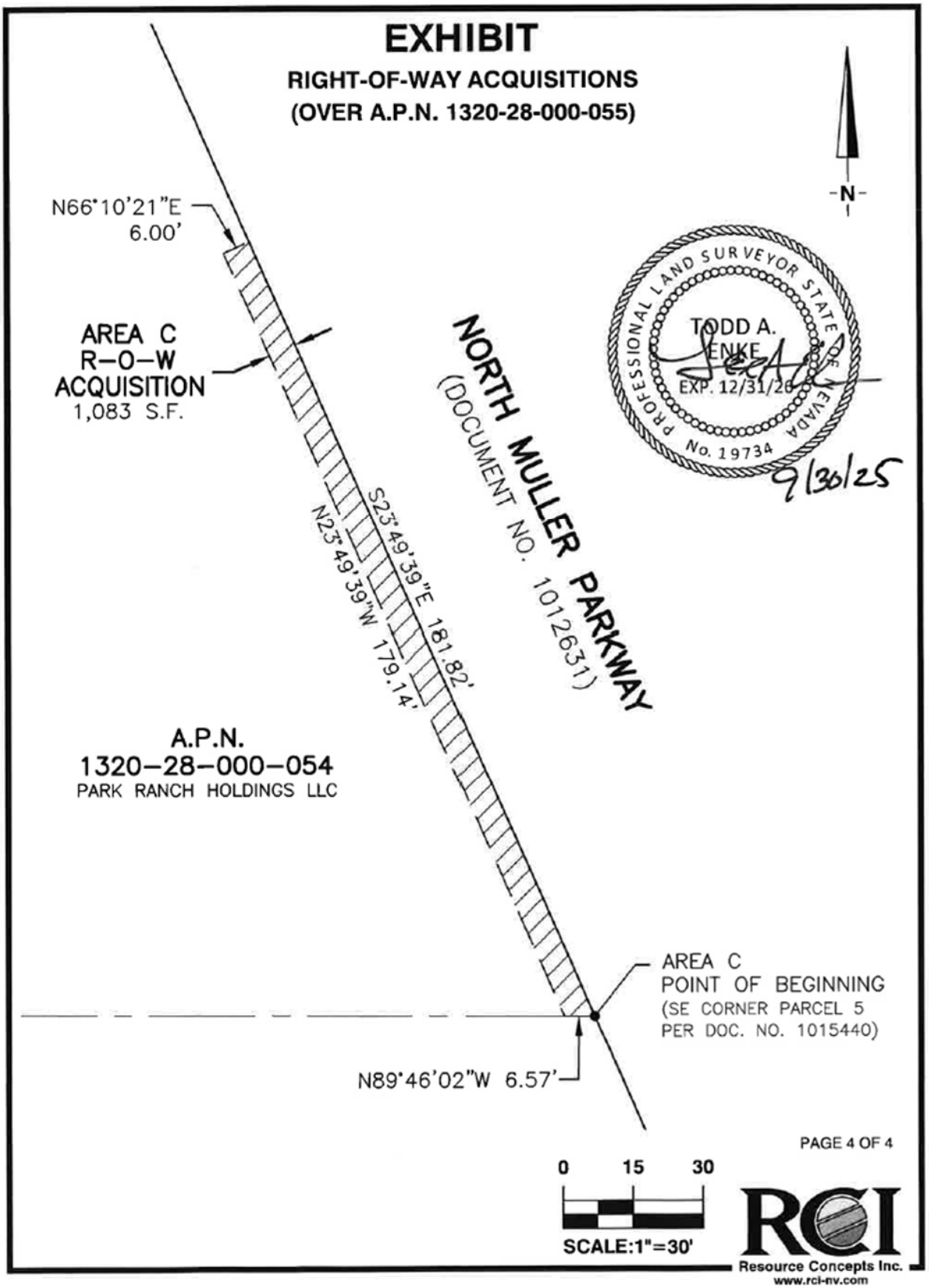


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)

All that certain real property situate in a portion of the northeast one-quarter (NE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING from the northeast corner of Parcel 6 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point the westerly right-of-way line of North Muller Parkway;

Thence along said westerly right-of-way line the following three (3) courses and distances:

South 23°49'39" East, a distance of 958.94 feet;

Southerly along a curve to the right having a radius of 100.00 feet, a central angle of 48°27'57" and an arc length of 84.59 feet;

Southerly along a reverse curve to the left having a radius of 130.00 feet, a central angle of 5°51'24" and an arc length of 13.29 feet to a point on the northerly right-of-way line of Buckeye Road;

Thence along said northerly right-of-way line of Buckeye Road North 89°29'25" West, a distance of 57.85 feet;

Thence leaving said northerly right-of-way line North 00°30'35" East, a distance of 20.50 feet;

Thence parallel with and 20.50 feet northerly from said northerly right-of-way line of Buckeye Road South 89°29'25" East, a distance of 37.55 feet;

Thence parallel with and 26.25 feet westerly from said westerly right-of-way line of North Muller Parkway the following three (3) courses and distances:

Northeasterly along a curve to the right having a radial bearing of South 66°24'29" East to the center point, a radius of 156.25 feet, a central angle of 01°02'47", and an arc length of 2.85 feet;

Northerly along a reverse curve to the left having a radius of 73.75 feet, a central angle of 48°27'57", and an arc length of 62.38 feet;

North 23°49'39" West, a distance of 145.97 feet;

Thence North 16°46'23" West, a distance of 99.74 feet;

Thence North 66°10'21" East, a distance of 11.00 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

Thence North 23°49'39" West, a distance of 223.78 feet;
Thence South 66°10'21" West, a distance of 7.00 feet;
Thence North 23°49'39" West, a distance of 274.74 feet;
Thence North 68°49'39" West, a distance of 34.65 feet;
Thence North 23°49'39" West, a distance of 55.00 feet;
Thence North 21°10'21" East, a distance of 37.48 feet;
Thence North 23°49'39" West, a distance of 85.15 feet;
Thence South 66°10'09" West, a distance of 15.50 feet;
Thence North 23°49'51" West, a distance of 25.30 feet;
Thence North 66°10'09" East, a distance of 17.50 feet;
Thence North 23°49'39" West, a distance of 1.69 feet to a point on the northerly boundary line of said Parcel 6;

Thence along said northerly boundary line South 89°46'02" East, a distance of 6.57 feet to the **POINT OF BEGINNING**, containing 16,644 square feet more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

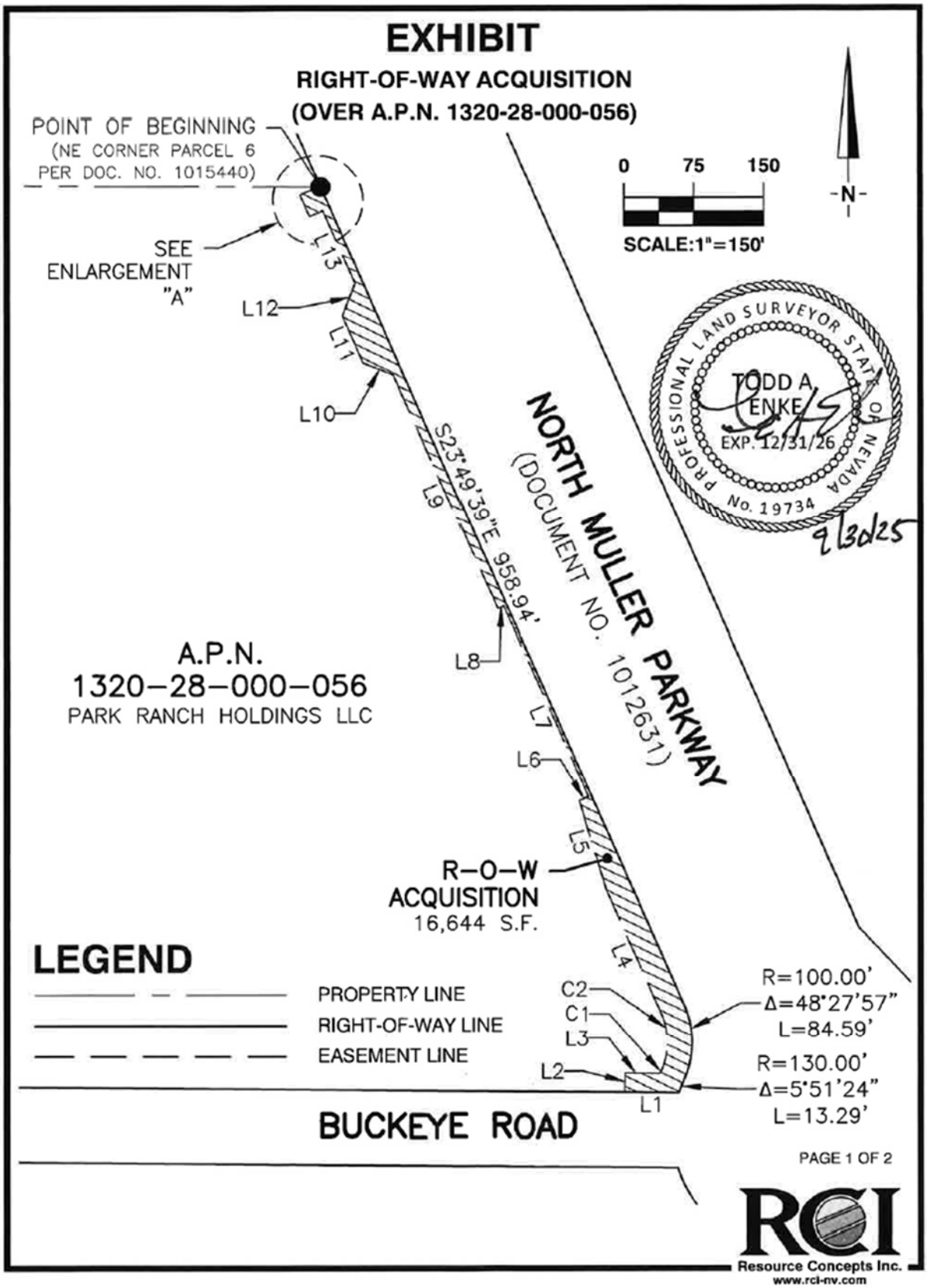


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

EXHIBIT

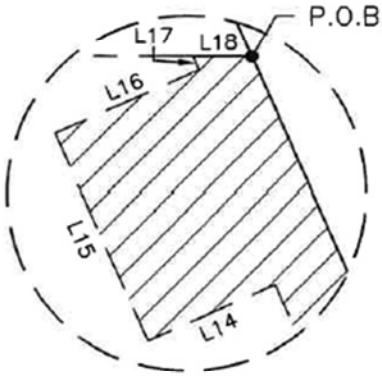
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°29'25"W	57.85'
L2	N00°30'35"E	20.50'
L3	S89°29'25"E	37.55'
L4	N23°49'39"W	145.97'
L5	N16°46'23"W	99.74'
L6	N66°10'21"E	11.00'
L7	N23°49'39"W	223.78'
L8	S66°10'21"W	7.00'
L9	N23°49'39"W	274.74'
L10	N68°49'39"W	34.65'
L11	N23°49'39"W	55.00'
L12	N21°10'21"E	37.48'
L13	N23°49'39"W	85.15'
L14	S66°10'09"W	15.50'
L15	N23°49'51"W	25.30'
L16	N66°10'09"E	17.50'
L17	N23°49'39"W	1.69'
L18	S89°46'02"E	6.57'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	2.85'	156.25'	1°02'47"
C2	62.38'	73.75'	48°27'57"



ENLARGEMENT "A"
NO SCALE



9/30/25

PAGE 2 OF 2

RCI
Resource Concepts Inc.
www.rci-nv.com

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-34-001-035)

All that certain real property situate in a portion of the northwest one-quarter (NW1/4) of Section 34, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA A

COMMENCING from the east one-quarter (E1/4) corner of Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 07°01'59" East, a distance of 1,808.95 feet to the **POINT OF BEGINNING,** also being a point on the westerly right-of-way line of North Muller Parkway;

Thence along said westerly right-of-way line South 43°45'29" East, a distance of 80.00 feet;

Thence leaving said westerly right-of-way line South 46°14'31" West, a distance of 3.00 feet;

Thence parallel with and 3.00 feet west of said westerly right-of-way line North 43°45'29 West, a distance of 82.95 feet to the northerly boundary line of A.P.N 1320-34-001-035 as shown on said Record of Survey for Muller Parkway;

Thence along said northerly boundary line South 89°14'00" East, a distance of 4.21 feet to the **POINT OF BEGINNING**, containing 244 square feet more or less.

TOGETHER WITH:

AREA B

COMMENCING from the west one-quarter (W1/4) corner of Section 34 as shown as the northwest corner for A.P.N. 1320-34-002-054 on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said A.P.N. 1320-34-002-054 South 89°17'00" East, a distance of 1,119.20 feet to a point on the westerly right-of-way line of said Record of Survey for Muller Parkway;

Thence along said westerly right-of-way line North 00°59'27" East, a distance of 964.06 feet to the **POINT OF BEGINNING**;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

Thence leaving said westerly right-of-way line North 89°00'33" West, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 203.21 feet;
Thence North 89°00'33" West, a distance of 5.00 feet;
Thence North 00°59'27" East, a distance of 195.61 feet;
Thence North 89°00'33" West, a distance of 11.00 feet;
Thence North 00°59'27" East, a distance of 434.48 feet;
Thence North 89°00'33" West, a distance of 25.00 feet;
Thence North 00°59'27" East, a distance of 45.00 feet;
Thence South 89°00'33" East, a distance of 27.00 feet;
Thence North 00°59'27" East, a distance of 192.16 feet;
Thence North 36°54'54" West, a distance of 41.08 feet;
Thence along a curve to the left having a radial bearing of South 89°08'12" West to the center point, a radius of 1,404.00 feet, a central angle of 02°06'12" and an arc length of 51.54 feet;
Thence North 33°05'06" East, a distance of 45.91 feet;
Thence along a curve to the left having a radial bearing of South 85°32'51" West to the center point, a radius of 1,431.50 feet, a central angle of 09°49'49" and an arc length of 245.60 feet;
Thence North 75°43'02" East, a distance of 8.00 feet;
Thence along a curve to the left having a radial bearing of South 75°43'02" West to the center point, a radius of 1,439.50 feet, a central angle of 15°15'56" and an arc length of 383.53 feet;
Thence North 60°27'06" East, a distance of 3.00 feet;
Thence along a curve to the left having a radial bearing of South 60°27'06" West to the center point, a radius of 1,442.50 feet, a central angle of 14°12'36" and an arc length of 357.75 feet;
Thence North 46°14'31" East, a distance of 3.00 feet;
Thence North 43°45'29" West, a distance of 252.82 feet;
Thence North 88°45'29" West, a distance of 41.01 feet;
Thence North 43°45'29" West, a distance of 52.00 feet;
Thence North 01°14'31" East, a distance of 43.84 feet to a point on said westerly right-of-way line;
Thence along said westerly right-of-way line the following three (3) courses and distances:

South 43°45'29" East, a distance of 364.82 feet;
Southeasterly along a curve the right having a radius of 1,447.50 feet, a central angle of 44°44'57" and an arc length of 1,130.53 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

South 00°59'27" West, a distance of 1,057.43 feet to the **POINT OF BEGINNING**, containing 34,146 square feet, more or less.

TOGETHER WITH:

AREA C

COMMENCING from the west one-quarter (W1/4) corner of Section 34 as shown as the northwest corner for A.P.N. 1320-34-002-054 on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said A.P.N. 1320-34-002-054 South 89°17'00" East, a distance of 1,112.20 feet to the **POINT OF BEGINNING**;

Thence North 00°59'27" East, a distance of 573.06 feet;

Thence South 89°00'33" East, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 179.88 feet;

Thence North 44°00'33" West, a distance of 38.89 feet;

Thence North 00°59'27" East, a distance of 49.00 feet;

Thence North 45°59'27" East, a distance of 41.72 feet to a point on the westerly right-of-way line of Muller Parkway;

Thence along said westerly right-of-way line South 00°59'27" West, a distance of 858.91 feet to a point that intersects said northerly boundary line of A.P.N. 1320-34-002-054;

Thence along said northerly boundary line North 89°17'00" West, a distance of 7.00 feet to the POINT OF BEGINNING, containing 6,685 square feet, more or less.

Resultant acreage of the combined Areas is 41,075 square feet.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

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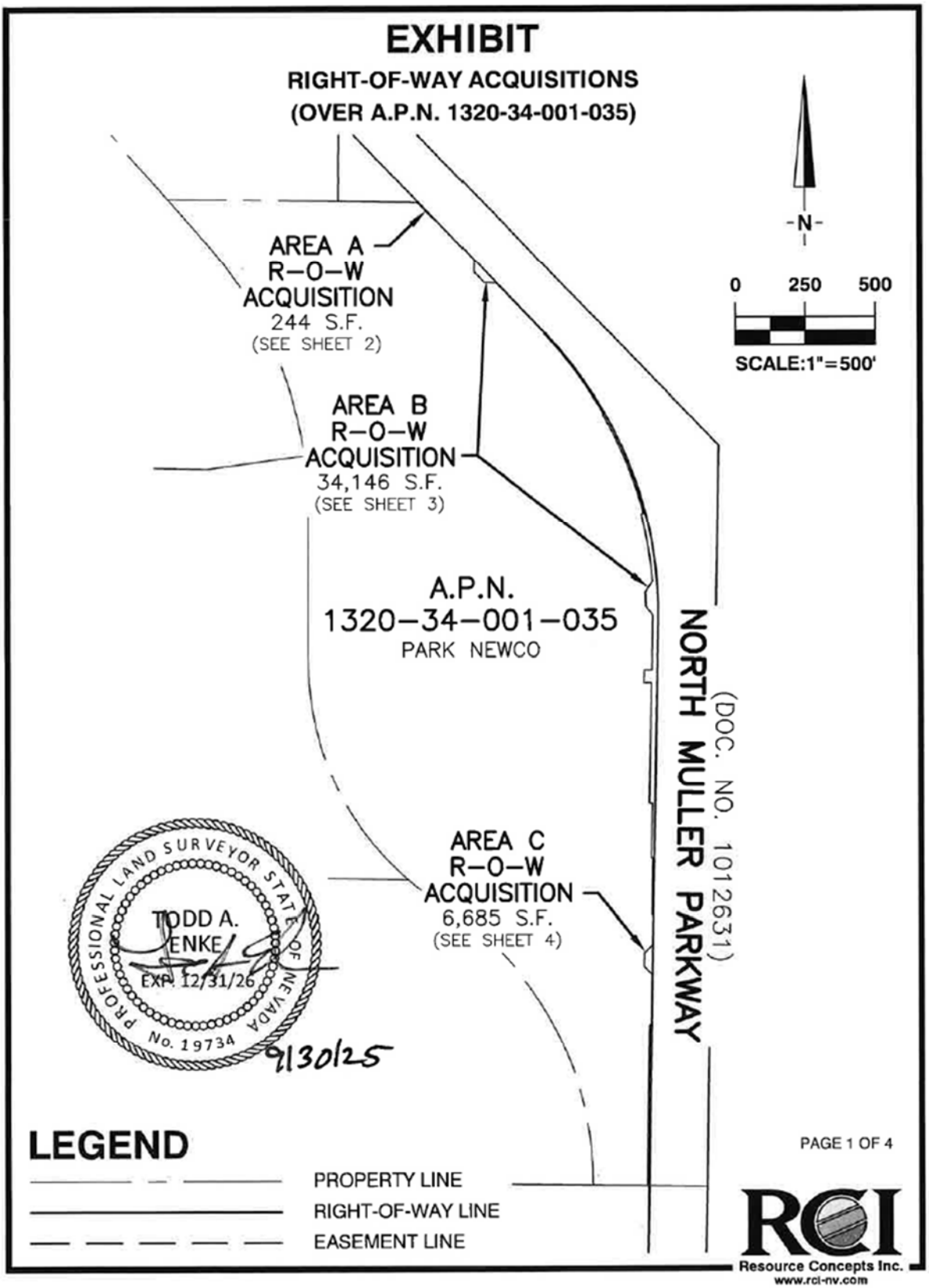


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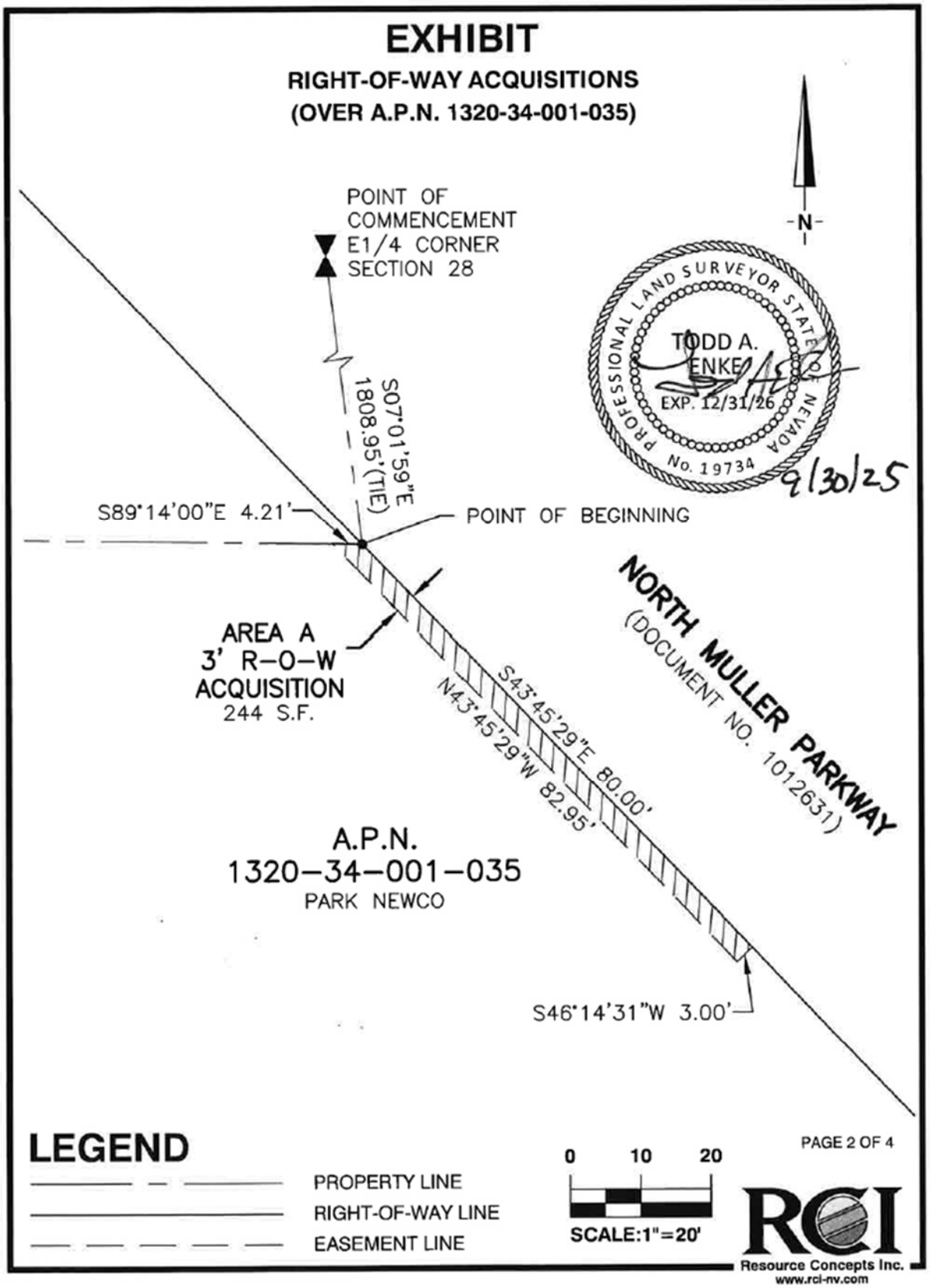
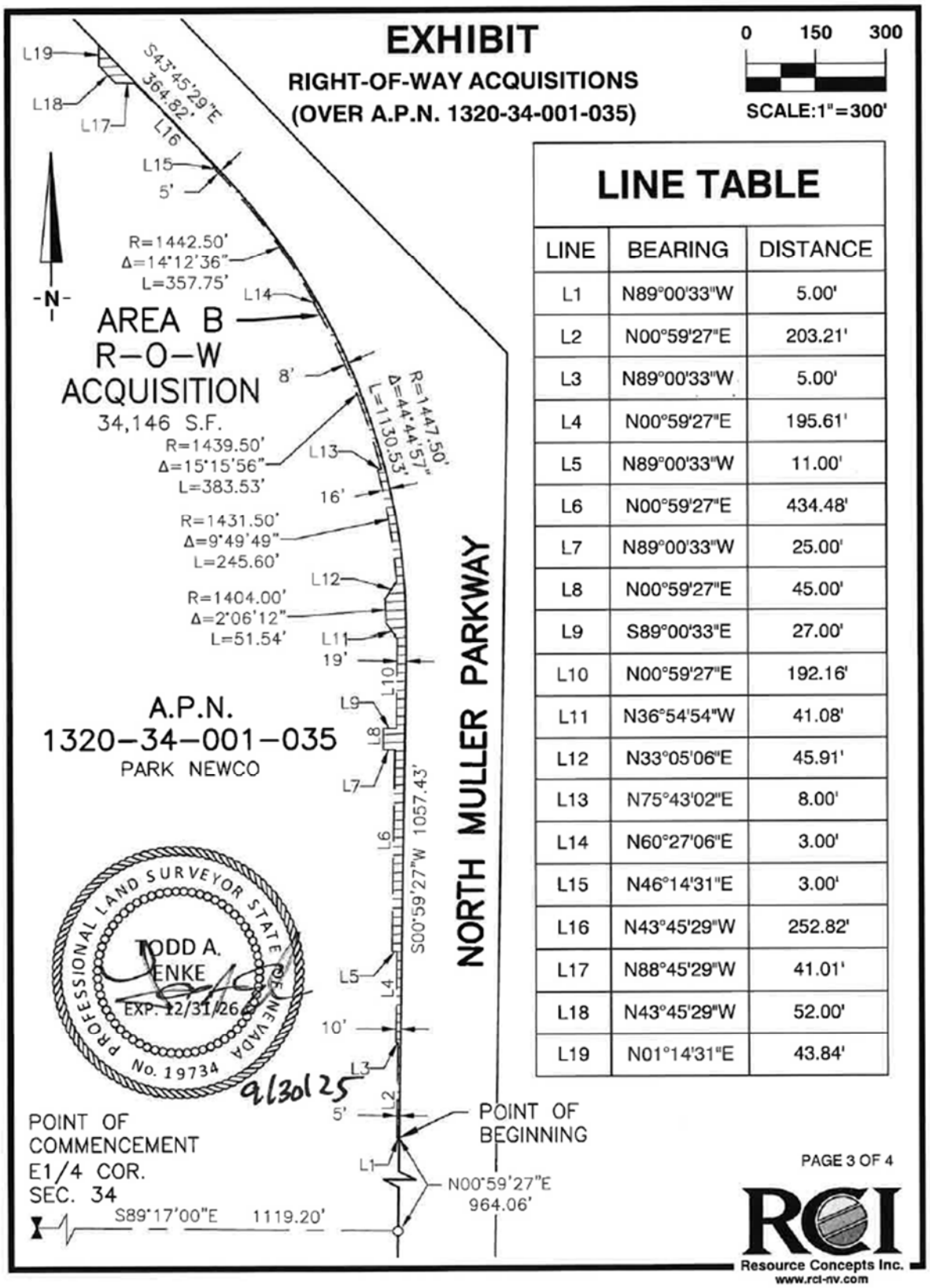
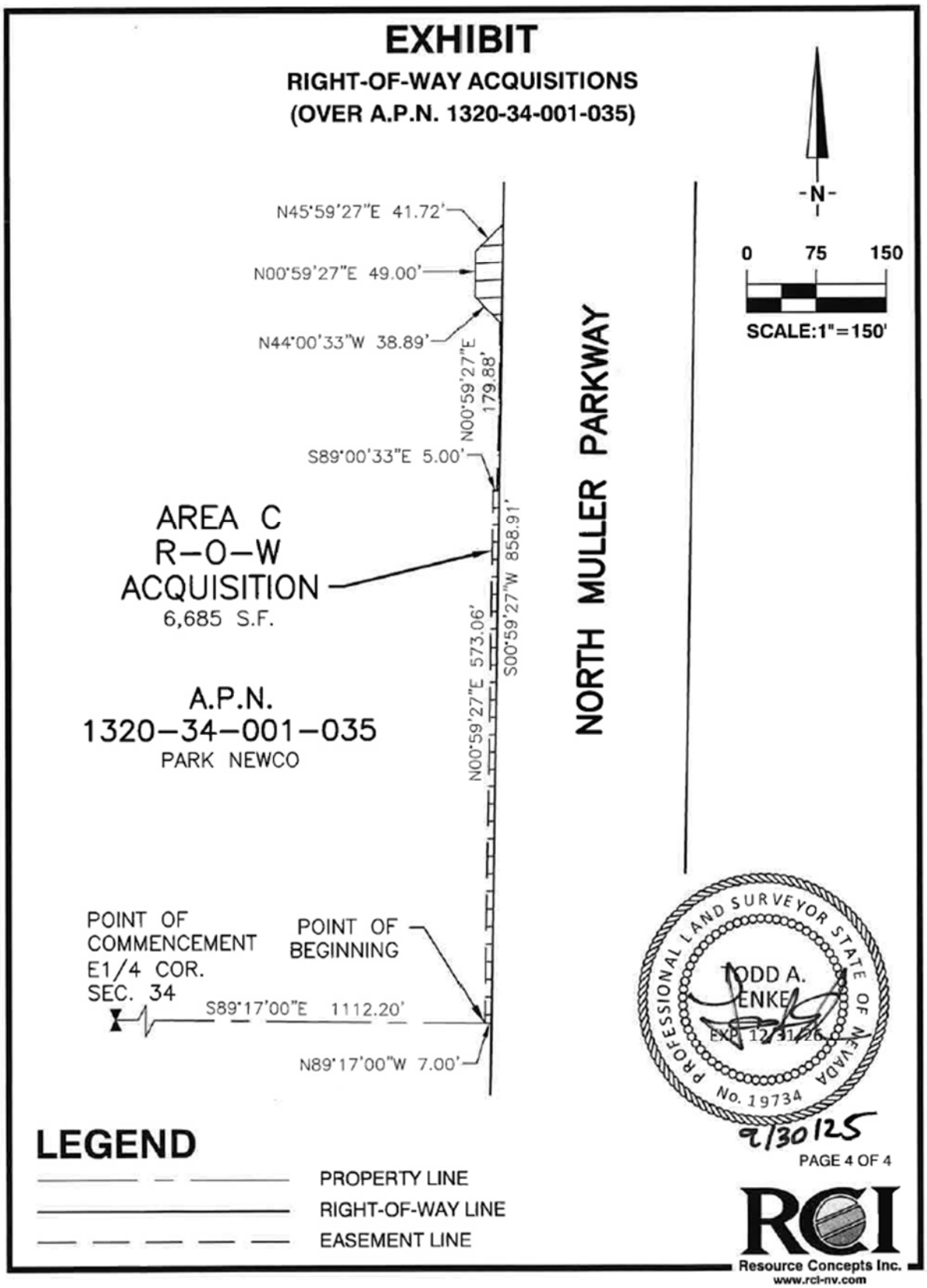


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°00'33"W	5.00'
L2	N00°59'27"E	203.21'
L3	N89°00'33"W	5.00'
L4	N00°59'27"E	195.61'
L5	N89°00'33"W	11.00'
L6	N00°59'27"E	434.48'
L7	N89°00'33"W	25.00'
L8	N00°59'27"E	45.00'
L9	S89°00'33"E	27.00'
L10	N00°59'27"E	192.16'
L11	N36°54'54"W	41.08'
L12	N33°05'06"E	45.91'
L13	N75°43'02"E	8.00'
L14	N60°27'06"E	3.00'
L15	N46°14'31"E	3.00'
L16	N43°45'29"W	252.82'
L17	N88°45'29"W	41.01'
L18	N43°45'29"W	52.00'
L19	N01°14'31"E	43.84'

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-000-035



NON-EXCLUSIVE DRAINAGE EASEMENTS (APN'S 1320-20-000-022, 1320-20-000-023, 1320-21-000-015, 1320-21-000-017, & 1320-21-000-019)

APNs: _____

RECORDED AT THE REQUEST OF:
Douglas County, Nevada
Community Development Department
Post Office Box 218
Minden, Nevada 89423

NON-EXCLUSIVE DRAINAGE EASEMENT

DOUGLAS COUNTY, a political subdivision of the State of Nevada and its successors and assigns ("Douglas County") hereby acquires non-exclusive drainage easements as follows:

a. The non-exclusive drainage easements are located on, over, and across the properties owned by Park Ranch Holdings, LLC, Park Newco, and Park Heritage (collectively, the "Landowner") in the locations more particularly described as set forth in **Exhibit A** (the "Easement Areas").

b. The non-exclusive drainage easements are for the purpose of facilitating the construction and operation of Muller Parkway and its associated improvements and to accommodate changes to the floodplain shown from the floodplain modeling resulting from the construction of Muller Parkway which has the potential (a 1% chance) to cause an adverse impact as defined by Douglas County Code to the Easement Areas.

c. The Easement Areas will only be used in the 1% chance of a 100-year storm event.

The Landowner, and its successors and assigns, retains all rights arising from or incidental to the ownership of the properties, including the right to develop the properties and engage in all uses of the properties that are not prohibited by law.

DRAFT

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-20-000-022)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the southeast corner of Parcel 25 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the southerly boundary line of said Parcel 25 South 79°13'48" West, a distance of 226.78 feet to the **POINT OF BEGINNING**;

Thence continuing along said southerly boundary line the following two (2) courses and distances:

South 79°13'48" West, a distance of 449.88 feet;

Westerly along a curve to the left having a radial bearing South 20°29'22" West to the center point, a radius of 1,502.50 feet, a central angle of 05°53'41" and an arc length of 154.58 feet;

Thence leaving said southerly boundary line North 33°41'19" West, a distance of 74.71 feet;

Thence North 10°18'12" West, a distance of 73.38 feet;
Thence North 04°05'03" West, a distance of 46.06 feet;
Thence North 00°00'05" East, a distance of 124.70 feet;
Thence North 14°02'15" East, a distance of 13.53 feet;
Thence North 45°00'02" East, a distance of 13.92 feet;
Thence South 84°25'38" East, a distance of 183.20 feet;
Thence South 42°16'21" East, a distance of 55.79 feet;
Thence South 16°41'52" East, a distance of 34.26 feet;
Thence South 85°36'03" East, a distance of 81.01 feet;
Thence South 66°22'11" East, a distance of 90.93 feet;
Thence South 56°18'32" East, a distance of 50.08 feet;
Thence South 03°48'46" East, a distance of 64.25 feet;
Thence South 89°59'59" East, a distance of 26.25 feet;
Thence South 83°39'34" East, a distance of 29.72 feet;
Thence South 40°36'00" East, a distance of 30.25 feet;
Thence South 88°01'29" East, a distance of 95.22 feet;

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022

Thence South 44°59'56" East, a distance of 23.20 feet;
Thence South 21°48'00" East, a distance of 19.50 feet to the POINT OF BEGINNING, containing 138,087 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022

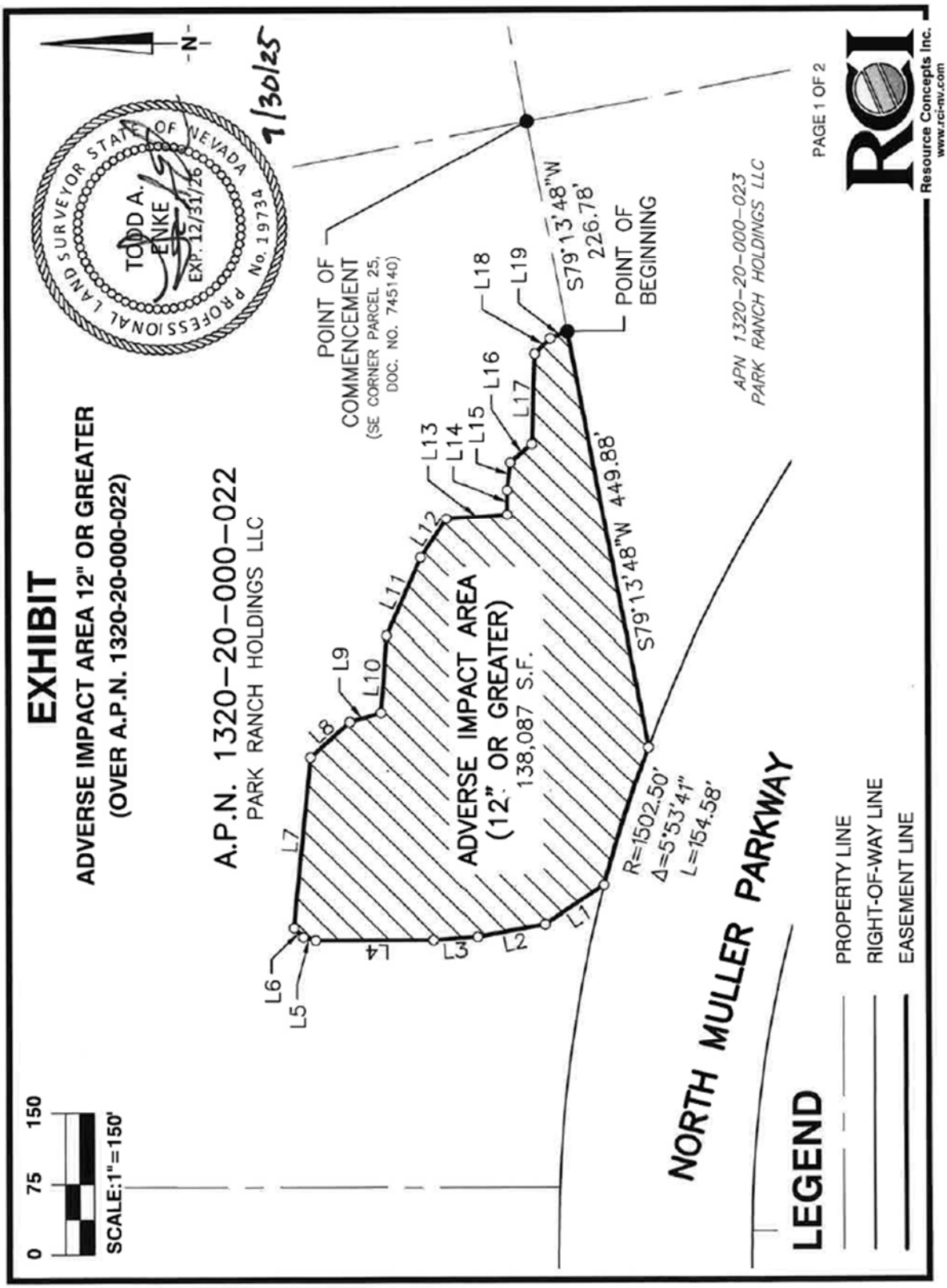


DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022

EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-20-000-022)

LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
PROFESSIONAL
9/30/25

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N33°41'19"W	74.71'
L2	N10°18'12"W	73.38'
L3	N04°05'03"W	46.06'
L4	N00°00'05"E	124.70'
L5	N14°02'15"E	13.53'
L6	N45°00'02"E	13.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S84°25'38"E	183.20'
L8	S42°16'21"E	55.79'
L9	S16°41'52"E	34.26'
L10	S85°36'03"E	81.01'
L11	S66°22'11"E	90.93'
L12	S56°18'32"E	50.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S03°48'46"E	64.25'
L14	S89°59'59"E	26.25'
L15	S83°39'34"E	29.72'
L16	S40°36'00"E	30.25'
L17	S88°01'29"E	95.22'
L18	S44°59'56"E	23.20'
L19	S21°48'00"E	19.50'

PAGE 2 OF 2

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LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-023

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-20-000-023)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northeast corner of Parcel 21 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 21 South 79°13'48" West, a distance of 226.78 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary line South 33°41'27" West, a distance of 9.32 feet;

Thence South 74°03'18" West, a distance of 23.89 feet;
Thence South 00°00'05" West, a distance of 22.97 feet;
Thence South 78°41'22" East, a distance of 16.73 feet;
Thence South 29°03'11" East, a distance of 33.79 feet;
Thence South 02°17'21" East, a distance of 82.10 feet;
Thence South 01°14'38" East, a distance of 150.99 feet;
Thence South 11°21'08" West, a distance of 19.60 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence along said northerly right-of-way line the following three (3) courses and distances:

Westerly along a curve to the right having a radial bearing of North 27°33'51" East to the center point, a radius of 1,197.50 feet, a central angle of 04°02'56" and an arc length of 84.63 feet;

North 58°23'13" West, a distance of 131.56 feet;

Westerly along a curve to the left having a radius of 1,502.50 feet, a central angle of 11°07'24" and an arc length of 291.70 feet to the said northerly boundary line of Parcel 21;

Thence along said northerly boundary line North 79°13'48" East, a distance of 447.78 feet to the **POINT OF BEGINNING**, containing 67,459 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-023

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
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(775) 883-1600

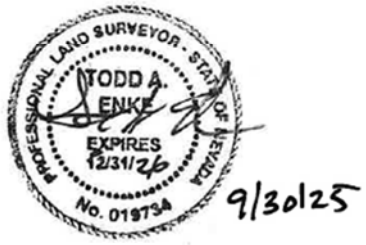
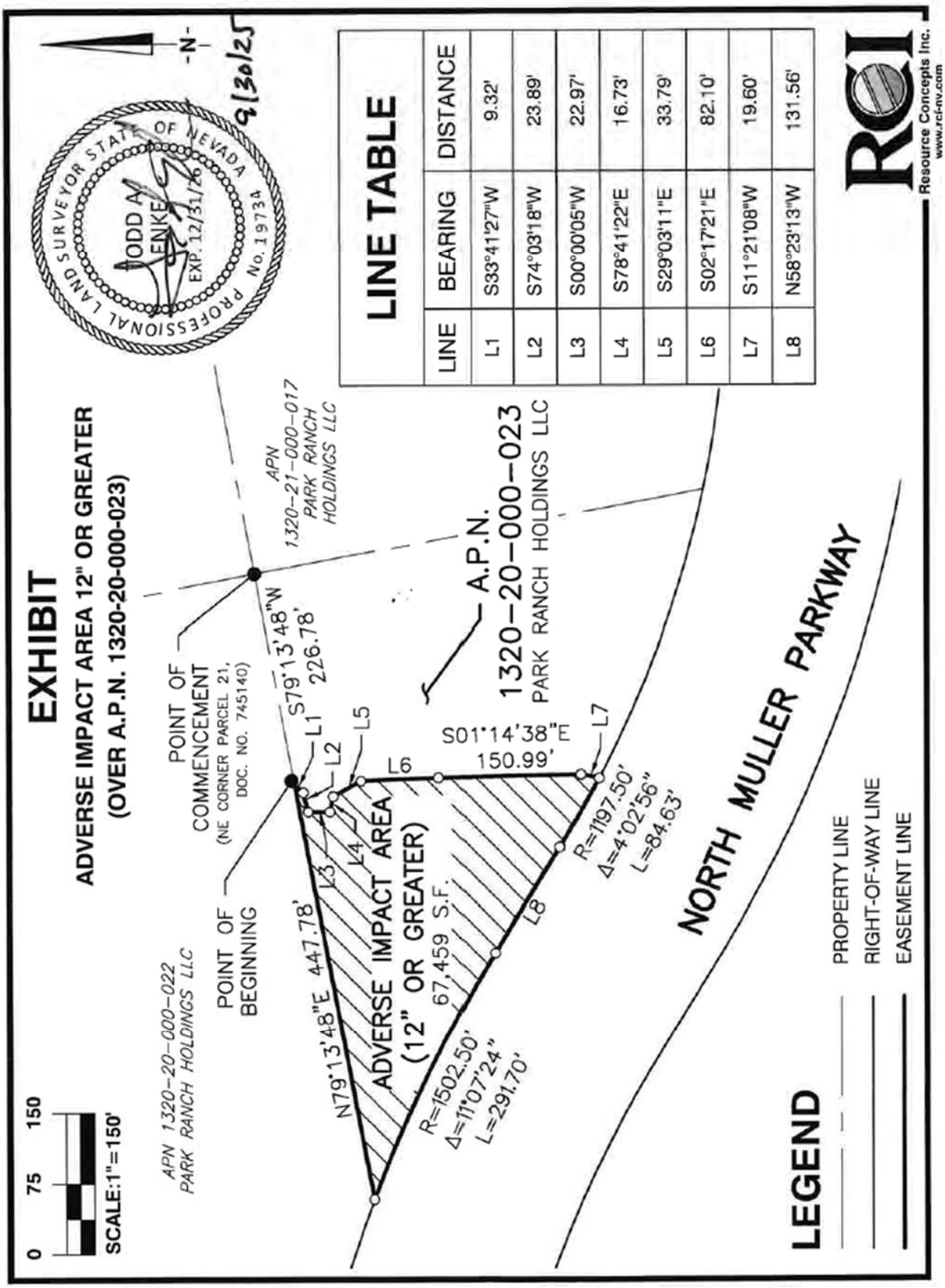


DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-023



LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-015

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-015)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 18 northwesterly along a curve to the left having a radial bearing of South 41°49'09" West to the center point, a radius of 1,400.00 feet, a central angle of 12°23'57" and an arc length of 302.97 feet to the **POINT OF BEGINNING**;

Thence northwesterly continuing along said northerly boundary line along a curve to the left having a radial bearing of South 29°25'12" West to the center point, a radius of 1,400.00 feet, a central angle of 02°08'42" and an arc length of 52.41 feet;

Thence leaving said northerly boundary line North 00°27'48" East, a distance of 22.79 feet;

Thence North 26°33'57" East, a distance of 24.46 feet;

Thence South 44°59'58" East, a distance of 49.50 feet;

Thence South 00°00'05" West, a distance of 34.55 feet to the **POINT OF BEGINNING**, containing 1,887 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

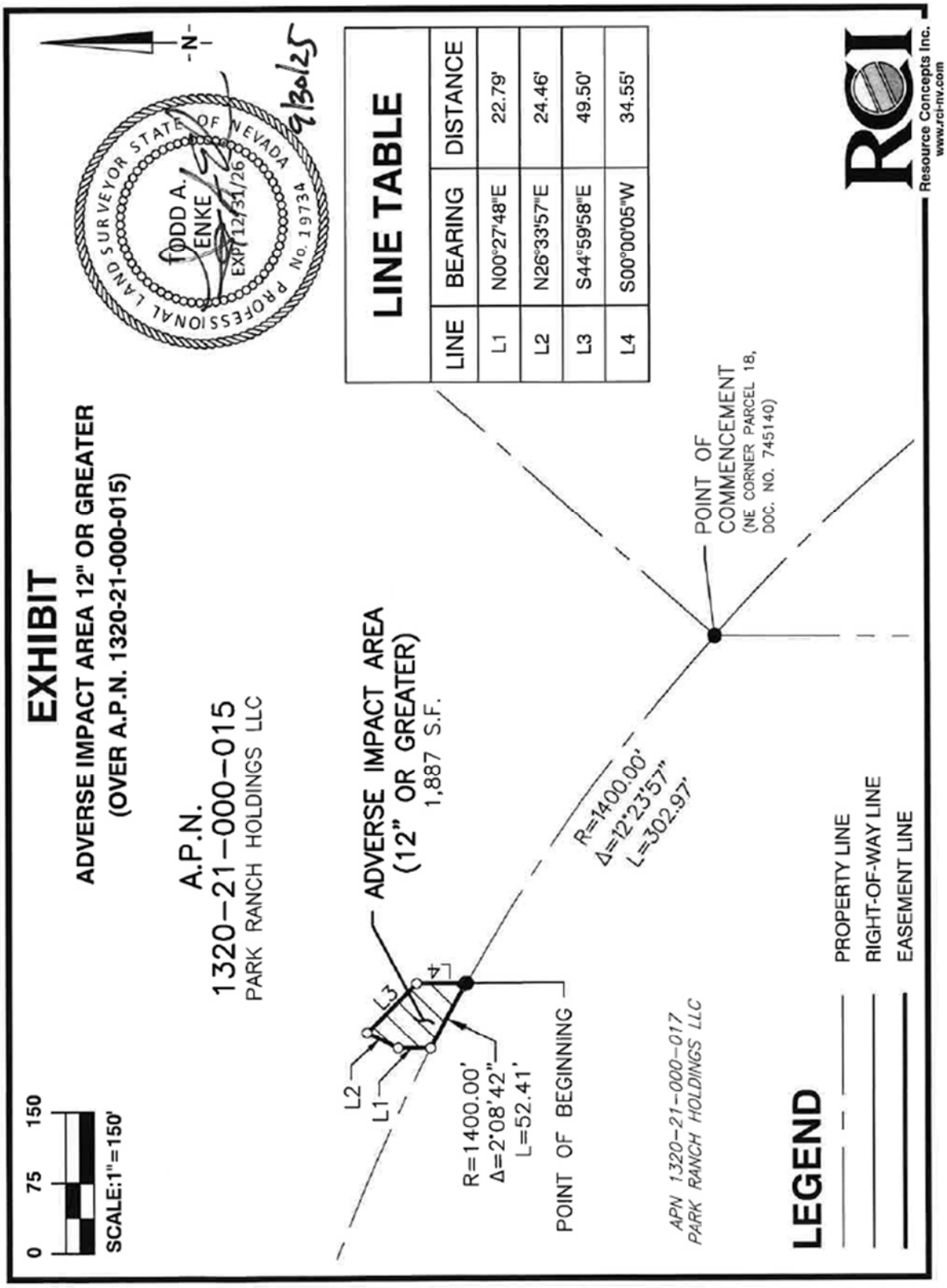
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

Page 1 of 1

DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-015



LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-017)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA 1

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the easterly boundary line of said Parcel 18 South 00°30'40" West, a distance of 215.69 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence along said northerly right-of-way line North 89°20'45" West, a distance of 349.90 feet to the **POINT OF BEGINNING**;

Thence continuing along said northerly right-of-way line the following two (2) courses and distances:

North 89°20'45" West, a distance of 702.17 feet;

Westerly along a curve to the right having a radius of 1,197.50 feet, a central angle of 00°13'44" and an arc length of 4.78 feet;

Thence leaving said northerly right-of-way line North 49°45'48" West, a distance of 57.08 feet;

Thence North 36°52'07" West, a distance of 32.82 feet;
Thence North 00°00'05" East, a distance of 29.53 feet;
Thence North 71°33'55" East, a distance of 12.65 feet;
Thence South 57°31'42" East, a distance of 44.12 feet;
Thence South 80°54'37" East, a distance of 83.08 feet;
Thence North 45°00'00" East, a distance of 19.14 feet;
Thence South 81°52'14" East, a distance of 49.31 feet;
Thence South 00°00'05" West, a distance of 19.69 feet;
Thence South 69°26'40" East, a distance of 28.04 feet;
Thence South 85°14'14" East, a distance of 39.51 feet;
Thence South 54°27'44" East, a distance of 28.23 feet;
Thence North 89°59'57" East, a distance of 85.32 feet;
Thence North 63°26'04" East, a distance of 36.69 feet;

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

Thence South 84°33'37" East, a distance of 69.22 feet;
Thence South 26°33'50" East, a distance of 13.41 feet;
Thence South 86°11'12" East, a distance of 115.67 feet;
Thence South 84°33'37" East, a distance of 69.22 feet;
Thence North 75°57'47" East, a distance of 27.96 feet;
Thence South 84°48'23" East, a distance of 74.91 feet;
Thence South44°59'58" East, a distance of 12.53 feet to the POINT OF BEGINNING, containing 24,671 square feet, more or less.

TOGETHER WITH:

AREA 2

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 18 northwesterly along a curve to the left having a radial bearing of South 41°49'09" West to the center point, a radius of 1,400.00 feet, a central angle of 12°23'57" and an arc length of 302.97 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary line South 00°00'05" West, a distance of 14.67 feet;
Thence South 36°52'13" West, a distance of 16.41 feet;
Thence South 00°00'05" West, a distance of 36.10 feet;
Thence South 57°59'40" East, a distance of 34.83 feet;
Thence South 00°00'05" West, a distance of 86.55 feet;
Thence South 54°27'44" East, a distance of 28.23 feet;
Thence South 36°52'09" East, a distance of 25.40 feet;
Thence South 08°44'41" East, a distance of 72.40 feet;
Thence South 75°57'52" East, a distance of 57.50 feet;
Thence South 00°00'05" West, a distance of 61.53 feet;
Thence South 53°07'47" West, a distance of 20.27 feet;
Thence South 81°52'09" West, a distance of 99.64 feet;
Thence North 85°36'07" West, a distance of 59.26 feet;
Thence North 00°26'53" East, a distance of 399.28 feet to a point on said northerly boundary line of Parcel 18;

Thence easterly along said northerly boundary line along a curve to the right having a radial bearing of South 27°16'30" West to the center point, a radius of 1,400.00 feet, a central angle of 02°08'42" and an arc length of 52.41 feet to the POINT OF BEGINNING, containing 37,282 square feet, more or less.

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

Resultant acreage of the combined Areas is 61,953 square feet.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
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(775) 883-1600



9/30/25

DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

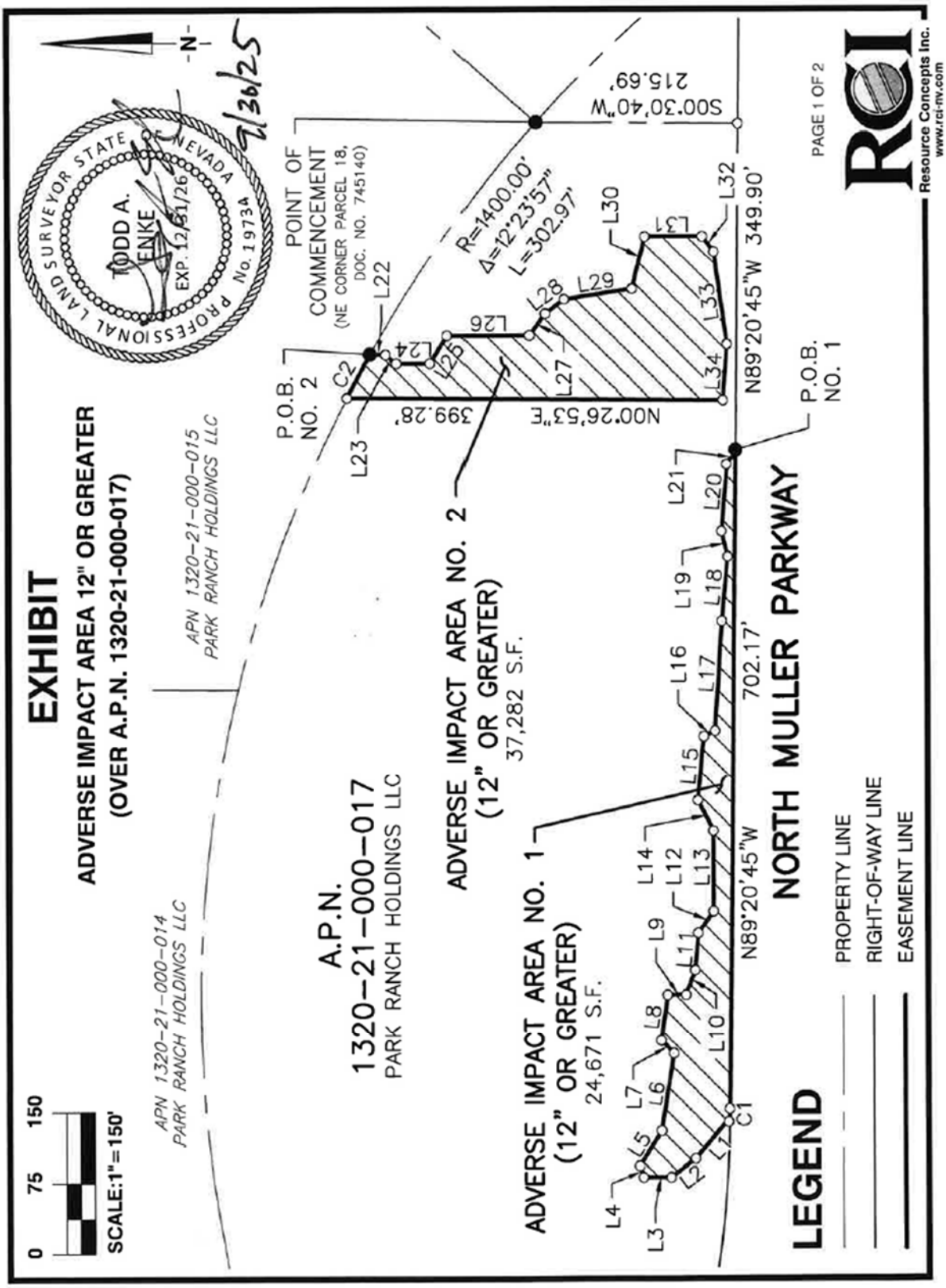


DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-21-000-017)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N49°45'48"W	57.08'
L2	N36°52'07"W	32.82'
L3	N00°00'05"E	29.53'
L4	N71°33'55"E	12.65'
L5	S57°31'42"E	44.12'
L6	S80°54'37"E	83.08'
L7	N45°00'00"E	19.14'
L8	S81°52'14"E	49.31'
L9	S00°00'05"W	19.69'
L10	S69°26'40"E	28.04'
L11	S85°14'14"E	39.51'
L12	S54°27'44"E	28.23'
L13	N89°59'57"E	85.32'
L14	N63°26'04"E	36.69'
L15	S84°33'37"E	69.22'

LINE TABLE

LINE	BEARING	DISTANCE
L16	S26°33'50"E	13.41'
L17	S86°11'12"E	115.67'
L18	S84°33'37"E	69.22'
L19	N75°57'47"E	27.96'
L20	S84°48'23"E	74.91'
L21	S44°59'58"E	12.53'
L22	S00°00'05"W	14.67'
L23	S36°52'13"W	16.41'
L24	S00°00'05"W	36.10'
L25	S57°59'40"E	34.83'
L26	S00°00'05"W	86.55'
L27	S54°27'44"E	28.23'
L28	S36°52'09"E	25.40'
L29	S08°44'41"E	72.40'
L30	S75°57'52"E	57.50'

LINE TABLE

LINE	BEARING	DISTANCE
L31	S00°00'05"W	61.53'
L32	S53°07'47"W	20.27'
L33	S81°52'09"W	99.64'
L34	N85°36'07"W	59.26'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	4.78'	1197.50'	0°13'44"
C2	52.41'	1400.00'	2°08'42"

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734
9/20/25

PAGE 2 OF 2

RCI
Resource Concepts Inc.
www.rci-nv.com

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-019

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-019)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northwest corner of Parcel 15 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the westerly boundary line of said Parcel 15 South 00°30'11" West, a distance of 198.24 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence westerly on said northerly right-of-way line along a curve to the left having a radial bearing of South 34°45'46" West to the center point, a radius of 1,502.50 feet, a central angle of 02°32'55" and an arc length of 66.83 feet to the **POINT OF BEGINNING**;

Thence westerly continuing on said northerly right-of-way line along a curve to the left having a radial bearing of South 32°12'51" West, a radius of 1,502.50 feet, a central angle of 16°19'21" and an arc length of 428.03 feet;

Thence leaving said northerly right-of-way line North 89°59'57" East, a distance of 306.88 feet;

Thence South 38°07'11" East, a distance of 132.04 feet;

Thence South 11°18'31" East, a distance of 52.80 feet;

Thence South 26°45'33" West, a distance of 20.41 feet to the POINT OF BEGINNING, containing 25,471 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

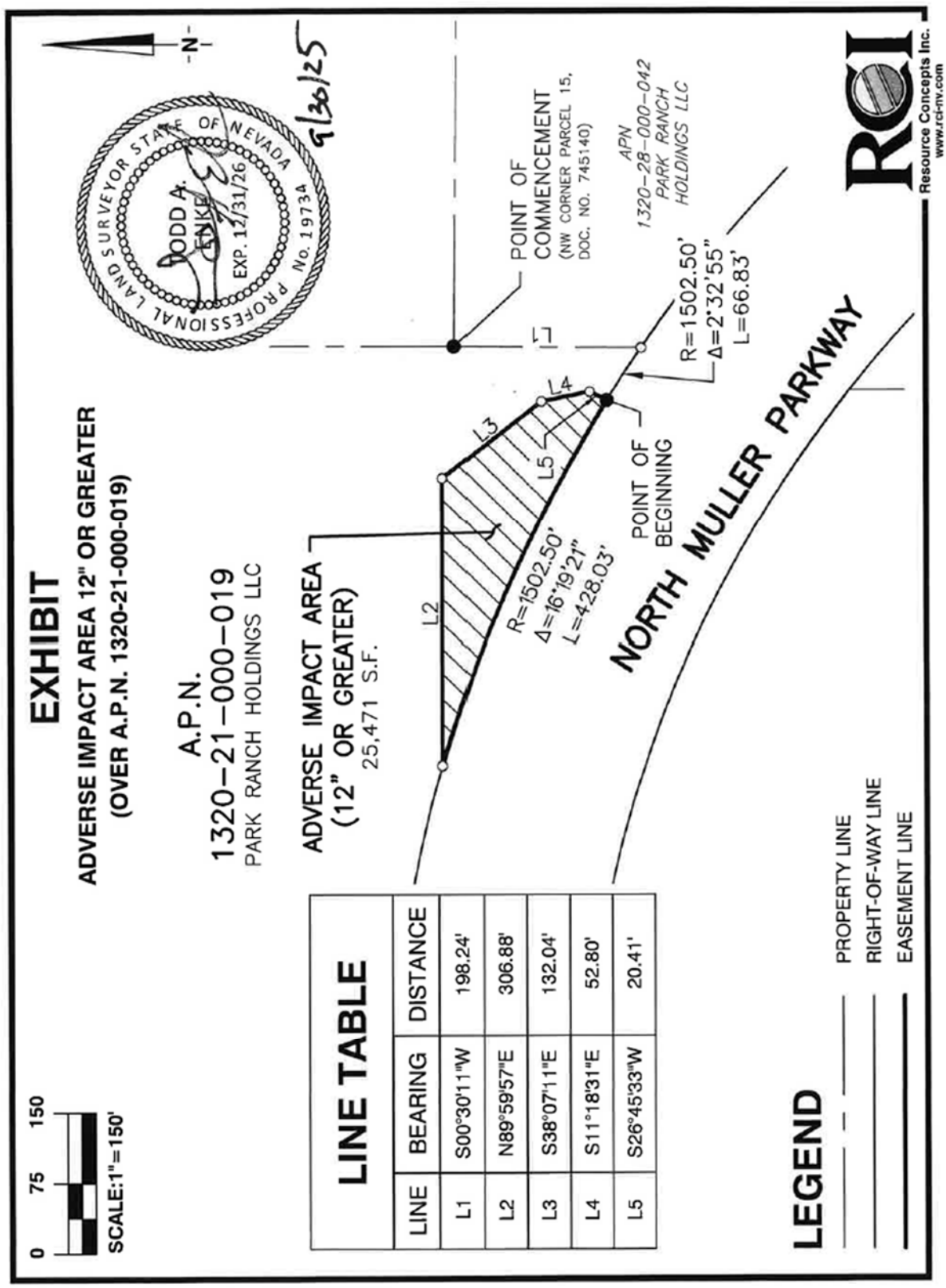
Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-019

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
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Carson City, NV 89703
(775) 883-1600



DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-019

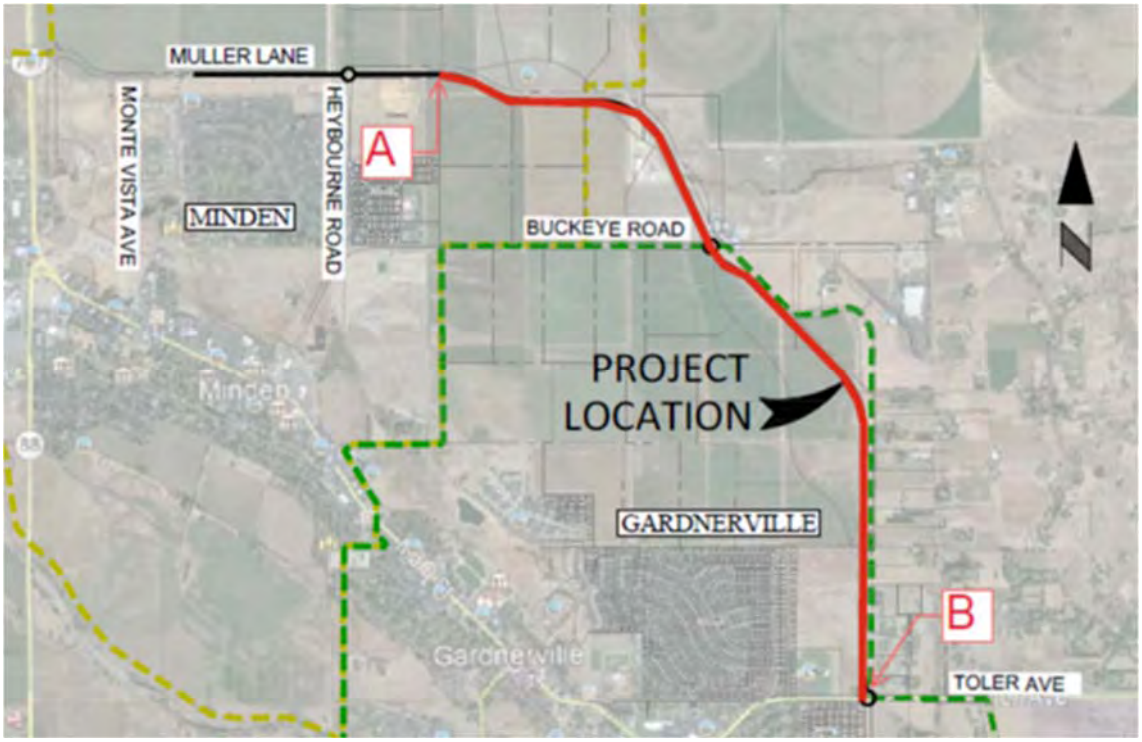


DOUGLAS COUNTY'S MULLER PARKWAY PROJECT

DESCRIPTION OF THE PROJECT

According to the Douglas County detail page, the Muller Parkway Project "will offer a much-needed two-lane alternate route for residents and visitors, helping to ease traffic and improve daily travel. The project represents a significant financial investment in the future transportation needs of our community (approximately $15.6 million) by the County Commission. The County's current design includes the construction of two lanes between Points "A" and "B" as shown below in Figure 1 - Overall Site Plan (see red highlight). Over time, as funding permits two additional lanes will be added to Muller to further reduce traffic downtown, as well as pave the way for future enhancements like broader sidewalks, improved connectivity, and vibrant streetscapes, aligning with our long-term vision."

https://douglas-county-nv.civilspace.io/en/projects/muller-parkway



DESCRIPTION OF THE SEVEN (7) PARTS TO BE ACQUIRED IN FEE FOR THE PROJECT

According to the supplied information, there are seven (7) fee takings planned. Based on the supplied diagrams and legal descriptions, which are included on the previous pages, the fee acquisitions include portions of seven (7) of the thirty-four (34) parcels that make up the subject site. The total area to be acquired contains approximately 3.541-acres or 154,251 square feet. These takings area along the southern and western sides of the Muller Parkway alignment. The reader is referred to the previous diagrams for a visual illustration of these fee takes needed for the Muller Parkway right-of-way.

The fee takings include a 0.028-acre or 1,216 square foot portion of APN 1320-27-002-039, which is a triangular-shaped parcel containing 0.960-acres or 41,818 square feet. This parcel borders the southwest side of the Muller Parkway alignment, which is along this parcel's northeast boundary.

A second fee taking consists of a 0.123-acre or 5,377 square foot portion of APN 1320-28-000-039, an irregular-shaped parcel containing 45.760-acres or 1,993,306 square feet. This parcel borders the west side of the Muller Parkway alignment, which is this parcel's northeast boundary.

The third fee taking consists of a 0.868-acre or 37,831 square foot portion of APN 1320-28-000-040, an irregular-shaped parcel containing 23.230-acres or 1,011,899 square feet. This parcel borders the west side of the Muller Parkway alignment, which will be along this parcel's eastern boundary.

The fourth fee taking consists of a 1.055-acre or 45,953 square foot portion of APN 1320-28-000-054, an irregular-shaped parcel containing 59.020-acres or 2,507,911 square feet. This parcel borders the south side of the Muller Parkway alignment, which will be along this parcel's northern boundary.

The fifth fee taking consists of three (3) portions of APN 1320-28-000-055, a triangular-shaped parcel containing 11.670-acres or 508,345 square feet. The takings include a 0.093-acre or 4,072 square foot area, a 0.023-acre or 1,000 square foot area, and a 0.025-acre or 1,083 square foot area, for a total of 0.141-acres or 6,155 square feet. This parcel borders the west side of the Muller Parkway alignment, which will be along this parcel's eastern boundary.

The sixth fee taking consists of a 0.382-acre or 16,644 square foot portion of APN 1320-28-000-056, a trapezoidal-shaped parcel containing 20.500-acres or 892,980 square feet. This parcel borders the west side of the Muller Parkway alignment, at its intersection with Buckeye Road, which will be along this parcel's eastern boundary.

The seventh fee taking consists of three (3) portions of APN 1320-34-001-035, an irregular-shaped parcel containing 71.740-acres or 3,124,994 square feet. The takings include a 0.006-acre or 244 square foot area, a 0.784-acre or 34,146 square foot area, and a 0.153-acre or 6,685 square foot area, for a total of 0.943-acres or 41,075 square feet. This parcel borders the west side of the Muller Parkway alignment, south of Buckeye Road, which will be along this parcel's eastern boundary.

VALUATION OF THE FEE ACQUISITIONS

The value of the part taken must be valued per "State Rule," which has been adopted by the State of Nevada for condemnation proceedings. In the previous section of this report, I completed Step 1 of the "State Rule" by estimating the fee simple value of the subject property before the take. The part taken is then valued as a part of the "whole." I previously estimated the value of the "whole" subject site at $150,000 per acre. Therefore, the 3.541-acres to be taken has a value of $531,167 (3.541 AC x $150,000/AC = $531,167). A summary of this calculation is located in the following table.

SUMMARY OF THE MARKET VALUE OF THE FEE TAKINGS

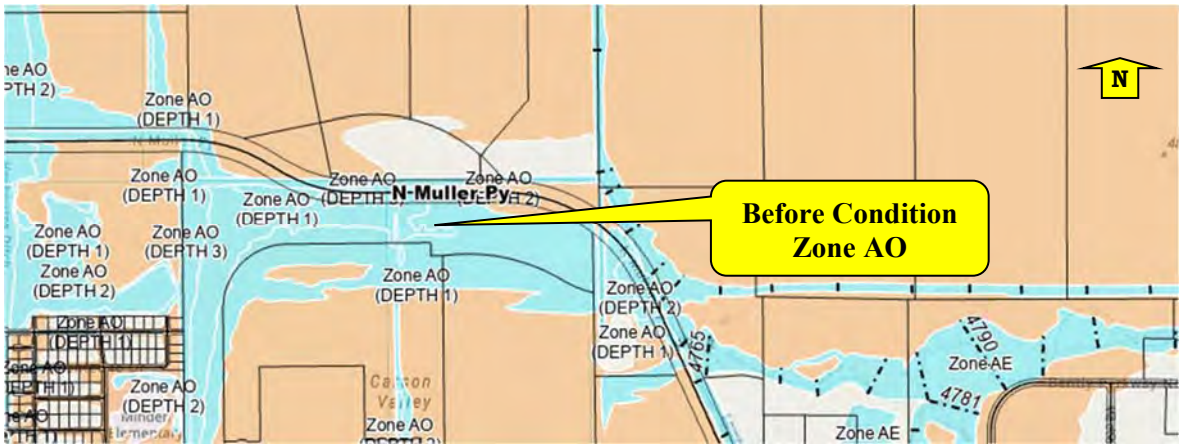
Indicated Value of the Fee Area Acquired		
Estimated Value per Acre	$	150,000
Fee Area Acquired (Acres)		3.541
Indicated Value of the Fee Area Acquired	$	531,167

Note: Numbers may not calculate exactly because of rounding.

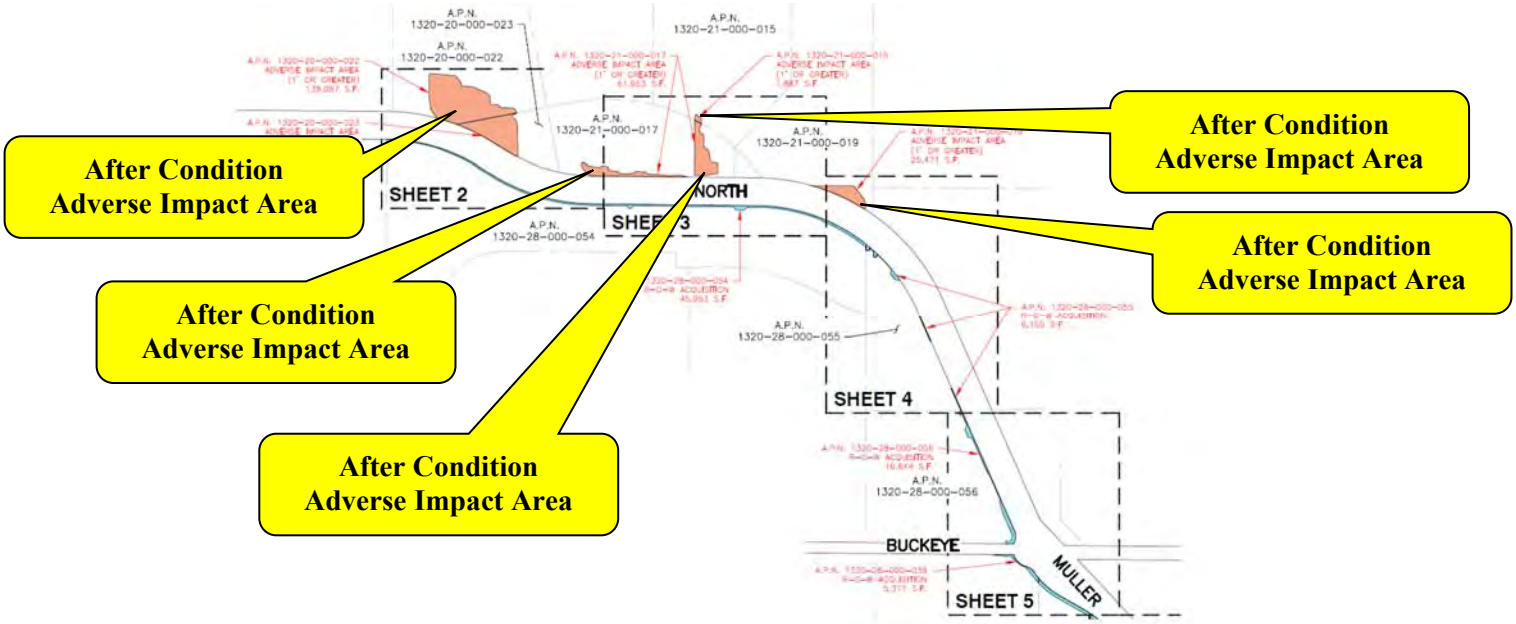
PERMANENT EASEMENT VALUATION

DESCRIPTION OF THE PERMANENT EASEMENTS

It is my understanding that the "Project," will be moving the FEMA Flood Zone Area AO that is south of the Muller Parkway alignment to portions north of the Muller Parkway alignment. The reader is referred to the diagram below that shows the before condition FEMA Flood Zone AO areas to the south of the Muller Parkway alignment.

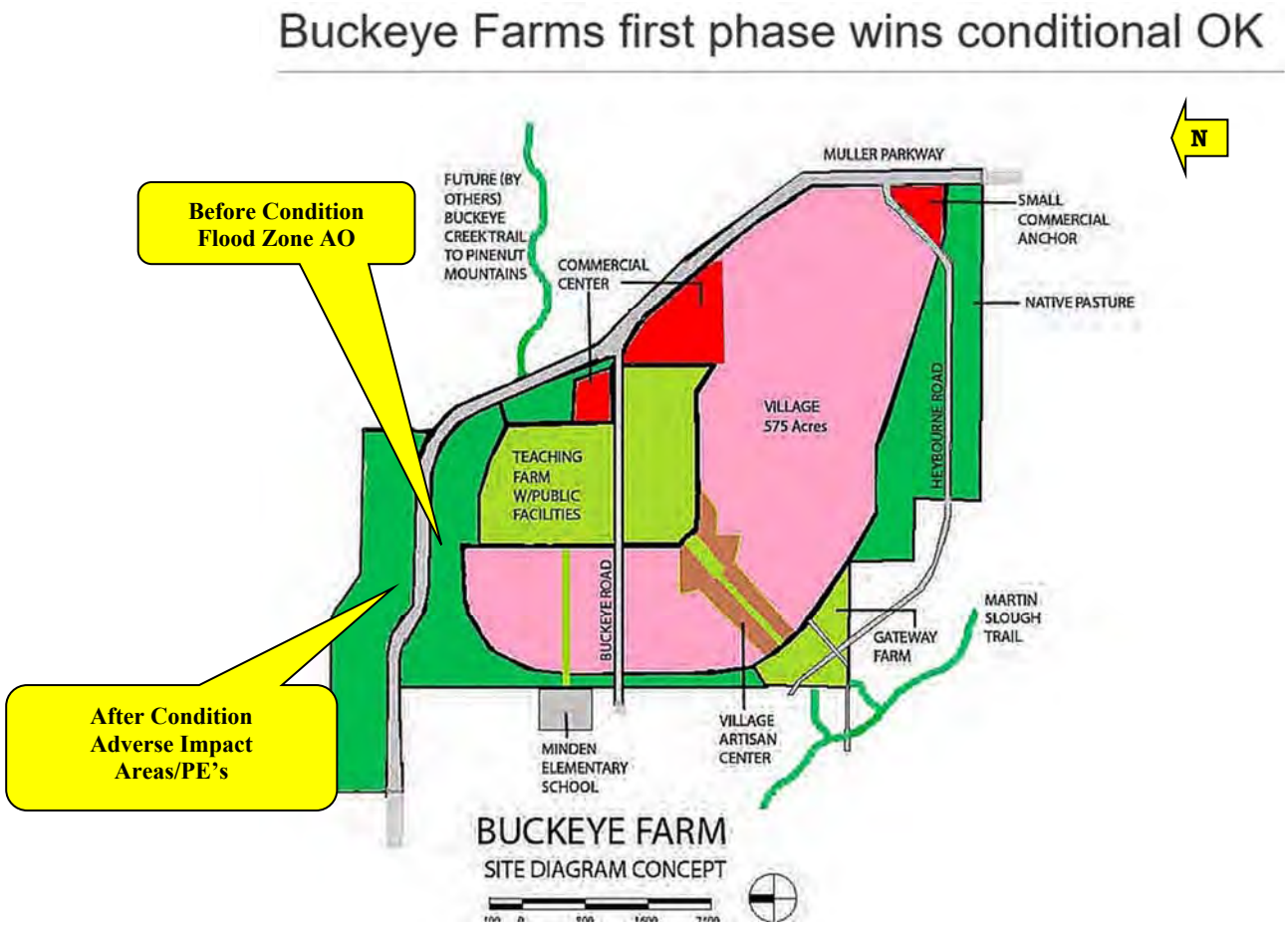


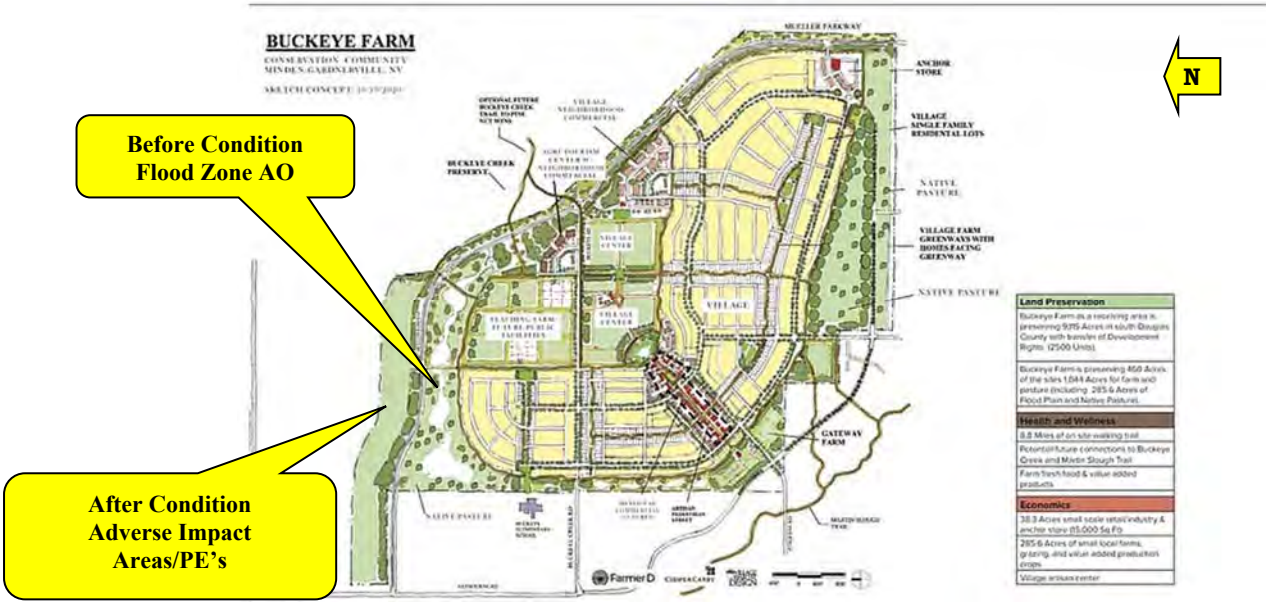
The reader is referred to the diagram below that shows the parcels affected in the after condition, the five (5) adverse impact areas being acquired for permanent easements (PE's) are now to the north of the Muller Parkway alignment.



According to the supplied information, there are five (5) separate PE's needed for these adverse impact areas. Based on the supplied diagrams and legal descriptions, which are included on the previous pages, the PE acquisitions include portions of five (5) of the thirty-four (34) parcels that make up the subject site. The total area to be acquired contains approximately 6.769-acres or 294,857 square feet. These areas are along the northern side of the Muller Parkway alignment. The reader is referred to the previous diagrams for a visual illustration of these PE's needed for the Muller Parkway right-of-way.

In reviewing the Buckeye Farm Specific Plan, I noted that all five (5) PE's are located in an area that are identified as native pasture. The reader is referred to the following diagrams.





The PE's include a 3.170-acre or 138,087 square foot portion of APN 1320-20-000-022, which is an irregular-shaped parcel containing 48.180-acres or 2,098,721 square feet. This parcel borders the north side of the Muller Parkway alignment, which is along this parcel's southwest boundary.

The second PE includes a 1.549-acre or 67,459 square foot portion of APN 1320-20-000-023, which is a triangular-shaped parcel containing 3.970-acres or 172,933 square feet. This parcel borders the north side of the Muller Parkway alignment, which is along this parcel's southern boundary.

The third PE includes a 0.043-acre or 1,887 square foot portion of APN 1320-21-000-015, which is an irregular-shaped parcel containing 48.370-acres or 2,106,997 square feet. This parcel is just north of the Muller Parkway alignment.

The fourth PE includes a 1.422-acre or 61,953 square foot portion of APN 1320-21-000-017, which is an irregular-shaped parcel containing 14.520-acres or 632,491 square feet. This parcel borders the north side of the Muller Parkway alignment, which is along this parcel's southern boundary.

The fifth PE includes a 0.585-acre or 25,471 square foot portion of APN 1320-21-000-019, which is an irregular-shaped parcel containing 40.570-acres or 1,767,229 square feet. This parcel also borders the north side of the Muller Parkway alignment, which is along this parcel's southern boundary.

VALUATION OF THE PERMANENT EASEMENTS

The Appraisal of Real Estate, 15th Edition, states that real property ownership can be compared to a bundle of sticks, with each stick representing a separate right or interest inherent in the ownership. The complete bundle of rights includes the right to sell an interest, the right to lease an interest, the right to occupy a property, the right to mortgage an interest, the right to give an interest away, and the right to do none or all of these things.

Ownership in fee simple interest is equivalent to ownership of the complete bundle of sticks, while one or more of the sticks can represent a partial interest in a specific property. Each individual right in the bundle, including an easement interest, has some potential value although the value may not be quantifiable. (Total ownership rights are defined as 100% of the bundle of rights that are inherent in the ownership of real estate, free and clear of any easements, restrictions, encumbrances, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat).

The proper measure of compensation for the easement is based on reduction of utility and market value of the overall site caused by the easement. It is my understanding that the area to be encumbered with this PE will be restricted from future use or development. This affects the use and marketability of this portion of the site. However, according to Jeremy J. Hutchings, P.E., Douglas County Engineer, this area can be used in any density calculations if the surrounding area is ever planned to be developed.

The task before this appraiser is to evaluate the "rights conveyed" by the creation of the easement and to properly measure these rights. A key question is "will the easement affect the use and/or utility of the property that results in a change in highest and best use?" From a physical standpoint, it is recognized that most of the activity for this easement occurs on the surface. Thus, impacting the surface area tends to affect value to a greater degree compared to a subsurface easement where there is little or no impact on surface use.

These are to be Non-Exclusive Drainage Easements located on, over, and across the previously identified parcels. These are stated to be non-exclusive drainage easements for the purpose of facilitating the construction and operation of Muller Parkway and its associated improvements and to accommodate changes to the floodplain shown from the floodplain modeling resulting from the construction of Muller Parkway which has the potential (a 1% chance) to cause an adverse impact as defined by Douglas County Code to the Easement Areas. These easement areas will only be used in the 1% chance of a 100-year storm event. The Landowner, and its successors and assigns, will retain all rights arising from or incidental to the ownership of the properties, including the right to develop the properties and engage in all uses of the properties that are not prohibited by law.

In researching acquisitions of permanent easements, I found that utility companies typically offered to pay 50% of the fee value to the property owner. However, based on the location of the PE and restrictions associated with it, it can be up to 100% of fee value. Years ago, I spoke to a Ms. Yolanda Benito, a Right of Way Agent for Nevada Power, which is now NV Energy. Ms. Benito also stated that they typically offered 50% of the underlying fee value to property owners for a permanent easement.

Donald (Donny) Sherwood, MAI, SR/WA, authored Easement Valuation in the May/June 2006 Right Of Way magazine. He stated that their firm valued many easements each year, but they did not have any actual easement sales. Mr. Sherwood, MAI, SR/WA presented an Easement Valuation Matrix in his magazine article to provide a general guide in looking at the effect easements may have on the total bundle of ownership rights. His matrix is as follows:

EASEMENT VALUATION MATRIX

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non-usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% - 10%	Nominal effect on use and utility	Small subsurface easement

The Easement Valuation Matrix (above) is used as a general guide in looking at the effect an easement may have on the total bundle of rights. This chart should not be considered an exclusive list as to the type of easements and their effect on the total bundle of rights but should be used only as a guide to general effects on the total fee ownership.

After considering the location and the distance these easements come onto the property, as well as the A-19 zoning setbacks, restrictions, and the fact that the landowner will be able to develop and use these areas in any future density calculations, I have estimated the value of the PE at 10% of the underlying fee value.

I previously estimated the fee simple value of the subject site at $150,000 per acre. Applying a 10% factor ($150,000/AC x 10% = $15,000/AC) to the underlying fee value indicates the value of the 6.769-acres of PE's is $101,535 ($15,000/AC x 6.769 AC = $101,535). The following is a summary to the previous calculation.

SUMMARY OF THE MARKET VALUE OF THE PERMANENT EASEMENT AREAS

Indicated Value of the Permanent Easements		
Estimated Value per Acre (90% of Fee Value per Acre)	$	15,000
Permanent Easement Area (Acres)		6.769
Indicated Value of the Permanent Easements	$	101,535

Note: Numbers may not calculate exactly because of rounding.

VALUATION OF THE REMAINDER BEFORE THE ACQUISITION

"State Rule" defines the value of the remainder before the acquisition as being the value of the property before the acquisition less the value of the part acquired. I previously formulated an opinion that the subject's value before the take was $173,356,500. With the fee part taken having a value of $531,167, and PE's having a value of $101,535, or a total of $632,702 ($531,167 + $101,535 = $632,702), the value of the remainder before the take is reflected at $172,723,798 ($173,356,500 – $632,702 = $172,723,798. The following is a summary of the previous calculation.

Indicated Value of the Remainder Before the Take		
Indicated Value of Remainder Before the Take	$	173,356,500
Less Value of the FEE & PE Areas Acquired	$	(632,702)
Indicated Value of the Remainder Before the Take	$	172,723,798

Note: Numbers may not calculate exactly because of rounding.

EFFECTS OF THE ACQUISITION

In analyzing the effects of the acquisition, I considered that the take reduces the site size from 1,155.710-acres to 1,152.169-acres, which is about 0.3%. Based on the sizes, shapes, and locations of the fee take areas for the Muller Parkway right-of-way, the site does not appear to be materially altered. As for the PE's, it is my understanding that the "Project," will be moving the FEMA Flood Zone Area AO that is south of the Muller Parkway alignment to portions north of the Muller Parkway alignment. And in reviewing the Buckeye Farm Specific Plan, I noted that the locations of all five (5) PE's were in areas identified as native pasture, with no planned development. Therefore, the highest and best use of the remainder would still be the proposed and approved Buckeye Farm Specific Plan Agrihood.

In the previous section of this report, I researched five (5) comparables to arrive a supportable opinion of the subject's unit value before the take. As the only measurable change is a very small reduction in size, a similar unit value would be expected for the remainder after the taking. Therefore, the following is a summary of the land value of the remainder after the taking.

SUMMARY OF THE VALUE OF THE REMAINDER AFTER THE ACQUISITION

Indicated Value of the Remainder - After the Take		
	Unencumbered	Encumbered
Estimated Value per Acre After the Take	$ 150,000	$ 135,000
Subject's Acres After the Take	1,145.400	6.769
Indicated Value of the Remainder After the Take	$ 171,809,985	$ 913,813
Total Indicated Value of the Remainder After the Take	$ 172,723,798	

Note: Numbers may not calculate exactly because of rounding.

CONCLUSION TO DAMAGES

I previously estimated the fee simple value of the remainder before the take at $172,723,798. Based on my analysis of the acquisition, I concluded a similar value for the remainder after the take. This indicates that there are no damages accruing to the remainder after the take. The following is a summary of this calculation.

SUMMARY OF DAMAGES DUE TO THE ACQUISITION

Damages Due to the Project		
Indicated Value of the Remainder Before the Take	$	172,723,798
Indicated Value the Remainder After the Take	$	172,723,798
Severance Damages	$	-

SPECIAL BENEFITS AND GENERAL BENEFITS

When part of a landowner's property is condemned, the landowner is entitled to compensation for the part taken, in addition to any damage caused to the remaining property as a result of the taking. These damages are called severance damages. However, the appraiser must also analyze what benefits, if any, are due to the project.

There are two classifications of benefits, General Benefits and Special Benefits. General Benefits are benefits that accrue to the community at large, to the area adjacent to the improvement, or to other property near the property being taken. General Benefits have a beneficial effect on the values of properties where no taking or damage has occurred as well as the remainder property after a taking. Special Benefits accrue directly and solely to the advantage of the property remaining after a partial take. Since I have identified severance damages accruing to the remainder due to this "Project," and Special Benefits can only offset severance damages, I analyzed what if any benefits the project is providing.

According to Douglas County's description of the Muller Parkway Project, it "will offer a much-needed two-lane alternate route for residents and visitors, helping to ease traffic and improve daily travel." This project is expected to have a beneficial effect on the surrounding area and entire Carson Valley once completed. Since this description best fits the General Benefits definition, there would be no Special Benefits accruing directly and solely to the advantage of the remainder site after the acquisition.

CONCLUSION TO JUST COMPENSATION

This analysis analyzes the effects and estimates the just compensation due to the landowner for Douglas County's acquisitions for their "Muller Parkway Project." This involves seven (7) Fee takings for the right-of-way and five (5) Permanent Easements (PE's) for areas that have been identified as adverse impact areas from due to the project.

Based on the analyses and conclusions in this appraisal report and subject to the definitions, assumptions, and limiting conditions expressed in this report, it is my opinion that the just compensation due to the landowner, as of May 2, 2025, was as follows:

Value in the Before Acquisition	**$ 173,356,500**
Less Value of the Acquisition (FEE) & Permenent Easements (PE's)	**$ 632,702**
Value of the Remainder in the Before the Acquisition	**$ 172,723,798**
Value of the Remainder After the Acquisition	**$ 172,723,798**
Severance Damages	**$ -**
Just Compensation:	
Severance Damages	**$ -**
Value of the FEE Acquisition	**$ 531,167**
Plus Value of thePermanent Easements	**$ 101,535**
Estimated Just Compensation Due	**$ 632,702**
Rounded to:	**$ 635,000**

The above value is based on the following hypothetical condition and extraordinary assumptions, and their use might have affected the assignment results:

1. The value before the take is based on the hypothetical condition that the "Muller Parkway Project" would have had no effect on the property.
2. The value after the take is based on the extraordinary assumption that the construction of the "Muller Parkway Project" is completed as per the supplied plans.
3. The value before the take is based on the extraordinary assumption that the condition noted during the September 24, 2025 inspection was similar to that on the May 2, 2025 effective date of value.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed no services, as an appraiser or any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Tio S. DiFederico, MAI, made an inspection of the property that is the subject of this report on September 24, 2025. The photographs in the body of this report were taken during that inspection.
- No one provided significant real property appraisal assistance to the person signing this certification.

– As of the date of this report, Tio S. DiFederico, MAI, has completed the continuing education program of the Appraisal Institute.



Tio S. DiFederico, MAI
Certified General Real Estate Appraiser
Nevada Certificate # A.0000150-CG

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land that would render the property more or less valuable.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. We accept no responsibility for considerations requiring expertise in other fields; including, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
8. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any

other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.

9. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
10. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we assumed that no extreme fluctuations in economic cycles will occur.
11. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
12. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
13. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
14. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
15. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
16. It is expressly acknowledged that in any action which may be brought against The DiFederico Group, The DiFederico Group, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the DiFederico Group Parties shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the DiFederico Group Parties in any such action shall not exceed

the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

17. The DiFederico Group, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
18. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The DiFederico Group, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective marketing for the duration of the projected holding period of this property.

The value in this analysis is based on the following hypothetical condition and extraordinary assumptions, and their use might have affected the assignment results:

1. The value before the take is based on the hypothetical condition that the "Muller Parkway Project" would have had no effect on the property.
2. The value after the take is based on the extraordinary assumption that the construction of the "Muller Parkway Project" is completed as per the supplied plans.
3. The value before the take is based on the extraordinary assumption that the condition noted during the September 24, 2025 inspection was similar to that on the May 2, 2025 effective date of value.

JURISDICTIONAL EXCEPTIONS

This appraisal report has been made with the following jurisdictional exception:

The Uniform Standards of Professional Practice (USPAP) Standards Rule 1-4(f) states:

> When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.

This conflicts with the appraisal report requirements of Nevada Revised Statutes (NRS).

NRS 37.112 Valuation of property subject to condemnation as result of public work or project.

1. Except as otherwise provided in subsection 2, if the property is subject to condemnation as a result of a public work or public improvement, any decrease or increase in the fair market value of the property before the date of valuation which is caused by:
   (a) The public work or public improvement for which the property is acquired; or
   (b) The likelihood that the property would be acquired for such a purpose, must be disregarded when assessing the value of the property pursuant to NRS 37.110.
2. Any decrease or increase in the fair market value of the property before the date of valuation resulting from physical deterioration within the reasonable control of the owner is not required to be disregarded pursuant to subsection 1.

(Added to NRS by 1993, 525)

In this report I have disregarded any decrease or increase in the value of the subject property before the date of value caused by the proposed project. This is a jurisdictional exception requiring non-compliance of Standards Rule 1-4(f).

The USPAP Standards Rule 1-2(c) Comment states:

> When reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion.

The USPAP Standards Rule 2-2(b)(v) Comment states:

> When an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report.

Contrary to this USPAP Standard, the definition of market value mandated by Nevada State Law does not call for the estimate of value to be *linked* to a specific *exposure time* estimate, rather it is based on an agreement by a seller "who is willing to sell on the open market and has a reasonable time to find a purchaser, and a buyer, who is ready, willing, and able to buy, if both the seller and buyer had full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

In this report I have not linked the value estimate to a specific exposure time estimate. Since exposure time is not a component of the definition of value for the opinion developed, a jurisdictional exception for USPAP Standards Rules 1-2(c) and 2-2(b)(v) is not required.

ADDENDUM A

APPRAISER QUALIFICATIONS

PROFESSIONAL QUALIFICATIONS OF TIO S. DIFEDERICO, MAI

EXPERIENCE:

I am a life-long resident of Las Vegas. I graduated from the University of Nevada, Las Vegas (UNLV) with a Bachelor of Science in Business Administration as a Finance Major. I obtained a real estate license in 1984 and began appraising real estate in 1986 with Shelli L. Lowe & Associates. In 1999 Shelli L. Lowe & Associates joined several other premier appraisal firms across the country to form a network of appraisal expertise to serve national and international clients; Integra Realty Resources (IRR). This national exposure provided me an opportunity to appraise a full range of properties and to interact with leaders in the appraisal and business community. I was typically entrusted with the most complex assignments and became qualified by the courts to testify in litigation as an expert in the appraisal of vacant land, residential, apartment, office, retail, industrial and hotel casino properties. In 2009 I formed The DiFederico Group.

I am a Certified General Appraiser in the State of Nevada (Certificate Number A.0000150-CG) and earned the MAI designation from the Appraisal Institute (MAI No. 12567). I am an appointed member of the Clark County Board of Equalization (BOE) and have served as the President and Vice President for the Las Vegas Chapter of the Appraisal Institute. In 2017 I was selected by the State of Nevada's Real Estate Division to be a member of their Appraisal Advisory Review Committee (AARC). My function on this committee is to assist the Administrator by reviewing appraisal reports and serving on a panel during disciplinary hearings for actions brought by the State.

I have extensive litigation experience involving condemnation and inverse condemnation. This includes fee and partial takings, permanent easements (PE's), and temporary construction easements (TCE's). I have also completed numerous assignments involving air rights takings and ground leases. I completed these assignments for both property-owners and government agencies. In addition, I have completed assignments involving partnership disputes, bankruptcies, estate valuations and partial interests.

I have appraised office buildings, business parks, apartment complexes, shopping malls, taverns, restaurants, night clubs, cell sites, billboard sites, water rights and special use properties. These include the +/- 400 Acre Groom Mine overlooking Area 51, the Las Vegas Motor Speedway, and the Henderson Executive Airport. I have appraised the Summerlin, Kyle Canyon and Tuscany Master-Planned Communities and the site of the proposed Ivanpah Airport.

I have also been hired by both Clark County and lenders to analyze leasehold and sandwich leasehold positions involving Clark County's ground leases in the area referred to as the Co-operative Management Area (CMA). I was also selected by Clark County to analyze the value of modifying the CMA restrictions.

My appraisal experience also includes appraisals of hotel casinos. These include: The Riviera Hotel Casino, The LVH – Las Vegas Hotel & Casino, Horseshoe, Lady Luck, Dukes, Golden Phoenix and Lucky Dragon in Nevada. I have also been hired to analyze the ground leases for the Texas Hotel Casino, Eastside Cannery, Buffalo Bills, Primm Valley and Whiskey Pete's in Nevada. Outside of Nevada, I have appraised the Isle of Capri in Louisiana, the Aztar Casino in Missouri, and the Twin River in Rhode Island, as well as proposed hotel casinos in Macau and Puerto Rico. And, while serving on the BOE, I have analyzed and valued well over a hundred hotel casinos in Clark County.

In October of 2002, I was a guest speaker at the Southern California Chapter of the Appraisal Institute's "Appraising Special Purpose Properties Seminar." My portion of the program addressed "Appraising Casino's." I was also a guest speaker at the December 2017 National Eminent Domain Conference in Las Vegas that was sponsored by CLE International. I was asked to discuss how to appraise casino's in the "Business Valuations: When and How" portion of the conference.

PROFESSIONAL/COMMUNITY AFFILIATIONS:

Professional Designation:	MAI- Member of the Appraisal Institute (MAI No. 12567)
Licensed Appraiser:	A.0000150-CG (Certificate Number in Nevada)
Member:	Clark County Board of Equalization (BOE) (Since 1998)
Member:	Appraisal Advisory Review Committee (AARC) (Since 2017)
Elected Member:	President - Las Vegas Chapter - Appraisal Institute – 2012
Elected Member:	Vice President - Las Vegas Chapter - Appraisal Institute – 2011
Elected Member:	2nd Vice President – Las Vegas Chapter – Appraisal Institute - 2010
Member:	Appraisal Institute - Region VII Nominating Committee – 2013
Chair:	LV Chapter of the Appraisal Institute Nominating Committee – 2013
Member:	LV Chapter of the Appraisal Institute Nominating Committee - 1999
Member:	Appraisal Institute Education Committee - 1991
Member:	Bishop Gorman High School - Alumni Representative (1977)
Elected Member:	Summerlin's Willow Creek HOA 2004-2006
Elected Member:	Summerlin's Willow Creek Design & Review Committee – 2004
Board Member (Past Chair):	Lance Burton Foundation for Crippled and Burned Children

EDUCATION:

Tio S. DiFederico received a Bachelor of Science in Business Administration from the University of Nevada, Las Vegas. The following is a partial list of the appraisal courses sponsored by the Appraisal Institute that he has completed:

550 Advanced Applications
540 Report Writing and Valuation Analysis
530 Advanced Sales Comparison and Cost Approaches
520 Highest & Best Use and Market Analysis
510 Advanced Income Capitalization
420 Business Practices and Ethics
310 Basic Income Capitalization
Standard of Professional Practice, Part A
Standard of Professional Practice, Part B
Standard of Professional Practice, Part C
Condemnation Appraising: Principles & Applications
Litigation Appraisal & Expert Testimony
Eminent Domain and Condemnation
Litigation Appraising: Specialized Topics and Applications
Appraising the Appraisal: Appraisal Review - General
General Comprehensive Exam
Forecasting Revenue
Analyzing Operating Expenses
Nevada Law
Nevada Statues
Appraising Apartments
Market Analysis
Accrued Depreciation
Residential Valuation
Supervising Appraisal Trainees
Ethics - USPAP Statements
1A-2 Basic Valuation Procedures
1A-1 Basic Appraisal Principles
The Appraiser as an Expert Witness

In addition to the above, I have successfully completed numerous other real estate related Clinics, Conferences, Courses, and Seminars sponsored by the Appraisal Institute over the last 40 years.

QUALIFIED BEFORE COURTS AND ADMINISTRATIVE BODIES:

United States Federal Court
United States Bankruptcy Court – District of Nevada
Clark County District Court
Clark County Board of Equalization
Various Arbitration Courts

PROFESSIONAL DEVELOPMENT PROGRAMS:

Tio S. DiFederico, MAI, has completed the Appraisal Institute's Litigation Professional Development Program curriculum; passed the exams and is listed on the Appraisal Institute's Litigation Professional Registry.

PUBLICATIONS:

Tio S. DiFederico, MAI, co-authored the Gaming Overview articles in the IRR-Viewpoint, published by Integra Realty Resources (IRR), from 2003 through 2009.



APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE **REAL ESTATE DIVISION** **NOT TRANSFERABLE**

This is to Certify That : TIO S DIFEDERICO **Certificate Number:** A.0000150-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER **from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.**

Issue Date: May 22, 2025 **Expire Date:** May 31, 2027

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statues, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: THE DIFEDERICO GROUP
7641 W POST RD
LAS VEGAS, NV 89113

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator

PARTIAL LIST OF CLIENTS

FINANCIAL

Amegy Bank of Texas
Arvest Bank
Bank of Nevada
Bank of Las Vegas
Bank of the West
C-III Asset Management, LLC
Cerebus Capital Management
Citizens Business Bank
Commerical Bank of California
Extensia Financial
First Foundation Bank
First Security Bank
The Flynn Group
Litton Loan Servicing
Lexicon Bank
Meadows Bank
Mountain America Credit Union
MUFG Union Bank, N.A.
National Bank of California
Nevada State Bank
Nevada State Development Corporation
Pacific Enterprise Bank
PGP Valuation, Inc.
Province Capital
Silvergate Bank
Specialty Financing
Strategic Compliance Solutions
TMC Financing
Vectra Bank of Colorado
Zions First National Bank

GOVERNMENTAL AGENCIES

City of Las Vegas, Nevada
City of Las Vegas - Clark County Library
City of New Mexico
City of North Las Vegas, Nevada
City of Henderson, Nevada
City of Mesquite, Nevada
Clark County, Nevada
Clark County Department of Aviation
Clark County Real Property Management
Las Vegas Visitor & Convention Authority
Nevada Department of Transportation (NDOT)
State of Nevada Real Estate Division
U.S. Small Business Administration (SBA)
U.S. General Service Administration (GSA)
U.S. Department of Veteran's Affairs (VA)
University of Nevada, Las Vegas (UNLV)

ATTORNEYS

Albanese & Albanese, LLP
Alterwitz Katz
Amy Sugden
Archer Norris
Barnett | Csoka
Bill Coulthard
Leach| Kern | Gruchow | Anderson | Song
Levene, Neale, Bender, Rankin & Brill, LLP
McCool Smith
Michael K. Mansfield
Morris, Sullivan & Lemkul
Morrison & Foerster, LLP

PARTIAL LIST OF CLIENTS - CONTINUED

ATTORNEYS

Brown, Brown & Permsrirut
Brownstein Hyatt Farber Schreck
Butler Rubin
Dan Waite
Dickinson Wright, PLLC
Farella Braun + Martel, LLP
Fennemore Craig
Fox Rothschild
Garmen Turner Gordon
Gordon Silver
Greenberg Traurig, LLP
Grubb-Ellis
Holland & Hart
Holley Driggs
Jolly Urga Wirth Woodbury & Standish
Jones Vargas
Laura FitzSimmons, P.C.
Law Office of John Benedict
Law Offices of Kermit Waters
Morse & Mowbray
Neal Wolf & Assocaites
Nicole E. Lovelock, Esq.
Nitz, Walton & Heaton, Ltd.
Philip R. Erwin, Esq.
Prince, Yeates & Geldzahler
Pisanelli Bice, PLLC
Quinn Emanuel Urquhart & Sullivan LP
Reid Rubinstein & Bogatz
Rice, Silby, Reuther & Sullivan
Santoro Whitmire Law Firm
Schwartzer & McPherson Law Firm
Schwartz Law Firm
Spencer Fane, LLP
Sylvester & Polednak
Tony Abbatangelo
Walsh McKean Furcolo, LLP
Williams Starbuck Attorneys at Law

PRIVATE

A & J Invest. Prop. & Mgt. Corp.
Affinity Gaming
Albanese & Albanese, LLP
Alberto Jauregui
Alterwitz Family
American Nevada Company
Andre Agassi Foundation
B&R Property Management
Dr. Jonathan Baktari
Bentar Development
Boyd Gaming
Jack Binion
C-III Asset Management
Catholic Charities of Southern Nevada
Cerberus Capital Management
HAS-UWC USA
Herbst Gaming, Inc.
Horseshoe Gaming, Inc.
International Property Syndications
J. A. Kennedy Real Estate Company
Jack Tarr Development Company
Jane Greenspun Gale
Jett Gaming
Jon J. Jannotta
KB Homes
Kevin Higgins
Konami Gaming, Inc.
Larry Caneralli Estate
Leslie Dunn
MGM International

PARTIAL LIST OF CLIENTS - CONTINUED

PRIVATE

C. H. Johnson Consulting, Inc.
Centerline Servicing, Inc.
Chaisson Auto Mall
Clarity Gaming
Cleveland Land Development Company
Compass Investments, Inc.
Crown NorthCorp., Inc.
Crown Realty, Inc.
Danny Tarkanian
Englestad Family Foundation
Ergon Asphalt Products, Inc.
Ernest Lee
Fidelity National Title Group
Girl Scounts of Nevada
George Vecente - Mesa Safe
Golden Entertainment
Michael Gaughan
MWSOLAR
Norris Realty Advisors
Peter Elardis
Renaldo Tiberti & Paule Maffey
Richard Worthington
Robb Evans & Associates LLC
Santoli Realty, Inc.
Secretariat-Intl.
St. Gabriel Catholic School
Sysco LV
TJ Fescher
Terrible Herbst
Tito Tiberti
Triple Five Group
Woolman Oval Holdings, Inc.

Assignments Completed on Tourist Commercial Properties

Hotel/Hotel Casino Site Assignments	
Aztec Inn	Las Vegas, NV
Bellagio Hotel Casino	Las Vegas, NV
Binion's Horseshoe Hotel Casino	Las Vegas, NV
Boardwalk Hotel Casino	Las Vegas, NV
Buffalo Bills Hotel Casino	Primm, NV
Casino Site - 41 Acres Casino Drive	Laughlin, NV
Casino Site - 18 Acres Strip	Las Vegas, NV
Casino Site - 20 Acres Casino Drive	Laughlin, NV
Casino Site - 30 Acres Strip	Las Vegas, NV
Casino Site - 40 Acres Boulder Highway	Las Vegas, NV
Casino Site - 5 Acres Strip	Las Vegas, NV
Casino Site - 95 Acres Casino Drive	Laughlin, NV
Casino Site - 99 Acres Casino Drive	Laughlin, NV
Circus Circus Hotel Casino	Las Vegas, NV
Cowboys Dream Bed & Breakfast	Alamo, NV
Dukes Casino	Reno, NV
Eastside Cannery Hotel Casino	Las Vegas, NV
Excalubur Hotel Casino Site	Las Vegas, NV
Gold Strike Hotel Casino	Jean, NV
Golden Inn Motel	Las Vegas, NV
Golden Nugget Hotel Casino	Las Vegas, NV
Golden Phoenix Hotel Casino	Reno, NV
Green Valley Ranch Hotel Casino	Henderson, NV
Hacienda Hotel Casino	Boulder City, NV
Harrah's Hotel Casino	Las Vegas, NV
Hartwell Hotel Site	Las Vegas, NV
Horseshoe (Apache Hotel) Site	Las Vegas, NV
Holy Cow Casino	Las Vegas, NV
Isle of Capri Hotel Casino	Lake Charles, LA
Klondike Hotel Casino	Las Vegas, NV
La Quinta Hotel	Las Vegas, NV
Lady Luck Hotel Casino	Las Vegas, NV
Las Vegas Central (Proposed)	Las Vegas, NV
Las Vegas Hilton	Las Vegas, NV
Lucky Dragon Hotel Casino	Las Vegas, NV
Nevada Landing Hotel Casino	Jean, NV
New York, New York Hotel Casino Site	Las Vegas, NV
Orleans Hotel Casino	Las Vegas, NV
Las Vegas Motor Speedway	Las Vegas, NV
Kyle Canyon Lodge & Restaurant	Kyle Canyon, NV
Mount Potosi Canyon Ranch	Mount Potosi, NV
El Concho Strip Site	Las Vegas, NV
Highway 160 Mountain Springs Bar	Mountain Springs, NV
Numerous Las Vegas Strip Sites	Las Vegas, NV
Observation Wheel & Retail Center	Las Vegas, NV

Golf Course Assignments	
Bali Hai Golf Course	Las Vegas, NV
Primm Valley Golf Course	Primm, CA
Tuscany Golf Course	Las Vegas, NV
Bali Hi Golf Course	Las Vegas, NV
Badlands Golf Course	Las Vegas, NV

Hotel/Hotel Casino Site Assignments	
Place Station Hotel Casino	Las Vegas, NV
Primm Valley Resort Hotel Casino	Primm, NV
Proposed Holiday Inn	Henderson, NV
Proposed Hotel Casino	Macau
Proposed Hotel Casino	Puerto Rico
Riviera Hotel Casino	Las Vegas, NV
Royal Hotel Casino	Las Vegas, NV
Searchlight Nugget Casino	Searchlight, NV
Silver Sevens Hotel & Casino	Las Vegas, NV
Silverton Hotel Casino	Las Vegas, NV
South Point Hotel Casino	Las Vegas, NV
Stockman's Casino	Fallon, NV
Terribles Casino	Searchlight, NV
Texas Station Hotel Casino	NLV, NV
Travel Inn Motel	Las Vegas, NV
Twin River Casino	Lincoln, RI
Vacation Village Hotel Casino	Las Vegas, NV
Venetian Hotel Casino	Las Vegas, NV
Westward Ho Casino	Las Vegas, NV
Whiskey Pete's Hotel Casino	Primm, NV

Tourist Commercial Retail Assignments	
Las Vegas Convention Center	Las Vegas, NV
Desert Passage Mall	Las Vegas, NV
Forum Mall	Las Vegas, NV
Fashion Show Mall	Las Vegas, NV
Front Street After Maui Fire	Lahaina, HI
Gold Key Shopping Center	Las Vegas, NV
Proposed Edge Extreme Park	Las Vegas, NV
Can Can Room	Las Vegas, NV
Crazy Horse II	Las Vegas, NV
Little Darlings	Las Vegas, NV
Olympic Garden (OG)	Las Vegas, NV
Palamino Club	NLV, NV
Spearmint Rhino	Las Vegas, NV
Primm Outlet Mall	Primm, NV
T-Mobile Arena Site	Las Vegas, NV
Town Square Shopping Center	Las Vegas, NV

Airport Assignments	
Jean Airport	Jean, NV
Ivanpha Airport Site	Jean/Primm, NV
Henderson Airport	Henderson, NV
Cheyenne Air Center	North Las Vegas, NV
McCarran International Airport - Terminal 3	Las Vegas, NV

Miscellaneous Tourist Commercial Assignments	
Windmill Ridge Restaurant & Cabins	Alamo, NV
Valley of Fire - 420 Acre Site	Overton, NV
Park Sites City of Mesquite	Mesquite, NV

TESTIMONY AND DEPOSITIONS
TIO S. DIFEDERICO, MAI

2025:

February	United States Bankruptcy Court, District of Nevada, Regarding Gypsum Resources Materials, LLC, Case No. BK-S-19-14796-mkn, Jointly Administered with Case No. BK-S-19-14799-mkn, Chapter 11– Deposition – February 19, 2025, (Contract Dispute)
January	Icahn Partners LP and Icahn Partners Master Fund LP v. Rialto Capital Advisors, LLC, District Court Case – A-22-854147-B – Deposition – January 16-27, 2025, (USPAP Compliance)

2024:

March	Snow Covered Capital, LLC v William Weidner, et al, United States District Court, District of Nevada Case No.: 2:19-CV-00595-JAD-NJK – Trial – March 26-27, 2024, (Deficiency)

2023:

October	James W. Vahey, M.D., Other Hand, LLC, and 3.78 Irish Acres, LLC, et al vs. Black & Lobello and Trisha Black - District Court Case – A-18-768351-C – Trial – October 17, 2023 – (Value Dispute)
April	Fore Stars, LTD; Seventy Acres, LLC, et al vs. City of Las Vegas- District Court Case – A-18-780184-C – Deposition – April 19, 2023 – (Inverse Condemnation)

2022:

December	James W. Vahey, M.D., Other Hand, LLC, the James W. Vahey Revocable Family Trust; and 3.78 Irish Acres, LLC vs. Black Lobello and Tisha Black - District Court Case – A-18-768351-C – Deposition – December 16, 2022 – (Value Dispute)
May	Fore Stars, LTD; Seventy Acres, LLC, et al vs. City of Las Vegas- District Court Case – A-18-773268-C – Deposition – May 1, 2022 – (Inverse Condemnation)
April	City of Las Vegas vs. DiBella et al – District Court Case – A-20-819480-C – Deposition – April 22, 2022 – (Condemnation)
April	Prometheus & Atlas Real Estate Development, LLC vs. Fidelity National Title Agency of Nevada, etal, District Court Case No.: A-19-801517-C – Deposition – April 12, 2022, (Deficiency)

2021:

September	Snow Covered Capital, LLC v William Weidner, et al, United States District Court, District of Nevada Case No.: 2:19-CV-00595-JAD-NJK – Deposition – September 21, 2021, (Deficiency)
August	TransWest Express, LLC vs. Mountain Vista Holdings, LLC, etal, – District Court Case – A-20-820883-C – Deposition – August 10, 2021 – (Condemnation)
March	City of Las Vegas vs. Shadow Land, LLC, – District Court Case – A-19-8018232-C – Deposition – March 3, 2021 – (Condemnation)

PUBLICATIONS

I co-authored the Gaming Overview articles in the 2003 through 2009 editions of IRR - Viewpoint, published by Integra Realty Resources (IRR). Provided in this publication are the analyses and opinions derived from the available data of the members of IRR and other reputable services. As of the beginning of 2009, there were 58 Integra Offices located within the United States.

HOURLY RATE

My standard fee for preparing reports is $350 per hour. Review, trial preparation and conferences after the report is completed (if applicable), are billed at $500 per hour. Deposition and/or trial testimony (if applicable), is billed at $750 per hour. Videotaped depositions are billed at $1,000 per hour.

ADDENDUM B

DEFINITIONS

ADDITIONAL DEFINITIONS

Unless otherwise noted, the source of the following definitions is as follows: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th ed.* (Chicago: Appraisal Institute, 2022).

Appraisal

(noun) the act or process of developing an opinion of value; an opinion of value. adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. Comment: An appraisal must be numerically expressed a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). (USPAP, 2020-2021 ed.)

Client

The party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent. (USPAP, 2020-2021 ed.)

Comparable

A shortened term for similar property sales, rentals, or operating expenses used for comparison in the valuation process. In best usage, the thing being compared should be specified, e.g., comparable sales, comparable properties, comparable rents.

Effective Date

The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as date of value. (USPAP, 2020-2021 ed.)

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effective date of value of the appraisal. (USPAP, 2020-2021 ed.)

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2020-2021 ed.)

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2020-2021 ed.)

Legal Description

A description of land that identifies the real estate according to a system established or approved by law; an exact description that enables the real estate to be located and identified.

Legal Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; also known as a *legally nonconforming use*.

Management Fee

The amount charged by a management firm to manage property for an owner. In income and expense analysis, a management fee is typically treated as a variable operating expense, usually expressed as a percentage of effective gross income.

Market Participants

Individuals actively engaged in transactions. In real property markets, *primary market participants* invest in real property or use real estate, such as buyers, sellers, owners, lenders, and tenants. *Secondary market participants* include those who advise primary market participants, such as agents and brokers, advisors, counselors, underwriters, and appraisers.

Net Net Net Lease (Triple Net Lease)

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *triple net lease*, or *fully net lease*.

Net Operating Income (NOI or Io)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization).

Off-Site Improvements

Improvements located off the property itself but necessary to facilitate its development, e.g., streets, sidewalks, curbing, traffic signals, water and sewer mains, parking, water retention ponds.

On-Site Improvements

Improvements on a site exclusive of buildings. Examples of on-site improvements include grading, landscaping, fences, gutters, paving, drainage and irrigation systems, walkways, and other physical enhancements to the land.

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances.

Qualitative Adjustment

An indication that one property is superior, inferior, or similar to another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis and other forms of qualitative analysis.

Qualitative Analysis

The process of accounting for differences (such as between comparable properties and the subject property) that are not quantified; may be combined with quantitative techniques.

Quantitative Adjustment

In the application of the sales comparison and income capitalization approaches, a numerical (dollar or percentage) adjustment to the sale price, rent, or expense amount of a comparable property to account for the effect on value of a difference between each comparable property and the subject property.

Quantitative Techniques.

Techniques used to derive quantitative adjustments to comparable sale prices in the sales comparison approach; also used in the development of adjustments in other valuation approaches and techniques. Quantitative techniques include data analysis techniques (paired data analysis, grouped data analysis, and secondary data analysis), statistical analysis, graphic analysis, trend analysis, cost analysis (cost-to-cure, depreciated cost), and capitalization of rent differences.

Reimbursable Expenses.

Real estate operating expenses that are subject to recovery from tenants; may include common area maintenance (CAM) charges, real property taxes, and property and casualty insurance.

Rentable Area

For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Scope of Work

The type and extent of research and analyses in an appraisal or appraisal review assignment. (USPAP, 2020-2021 ed.)

Setback

Zoning regulations that designate the distance that improvements must be set back from the front, rear, and sides of the property lines.

Subject Property

The property that is appraised in an assignment.

ADDENDUM C

PROPERTY INFORMATION



Property Overview:

20 LINE Ventures, LLC is proud to present Buckeye Farms Neighborhood 1—a premier 90.67-acre residential community within the larger Buckeye Farms Agri-hood Specific Plan in Minden, Nevada. This neighborhood, identified by APNs 1320-28-000-051, 052, and 053, includes 324 residential units, comprised of 304 single-family detached homes and 20 multifamily residential units, each situated on lots with a minimum size of 8,000 square feet.

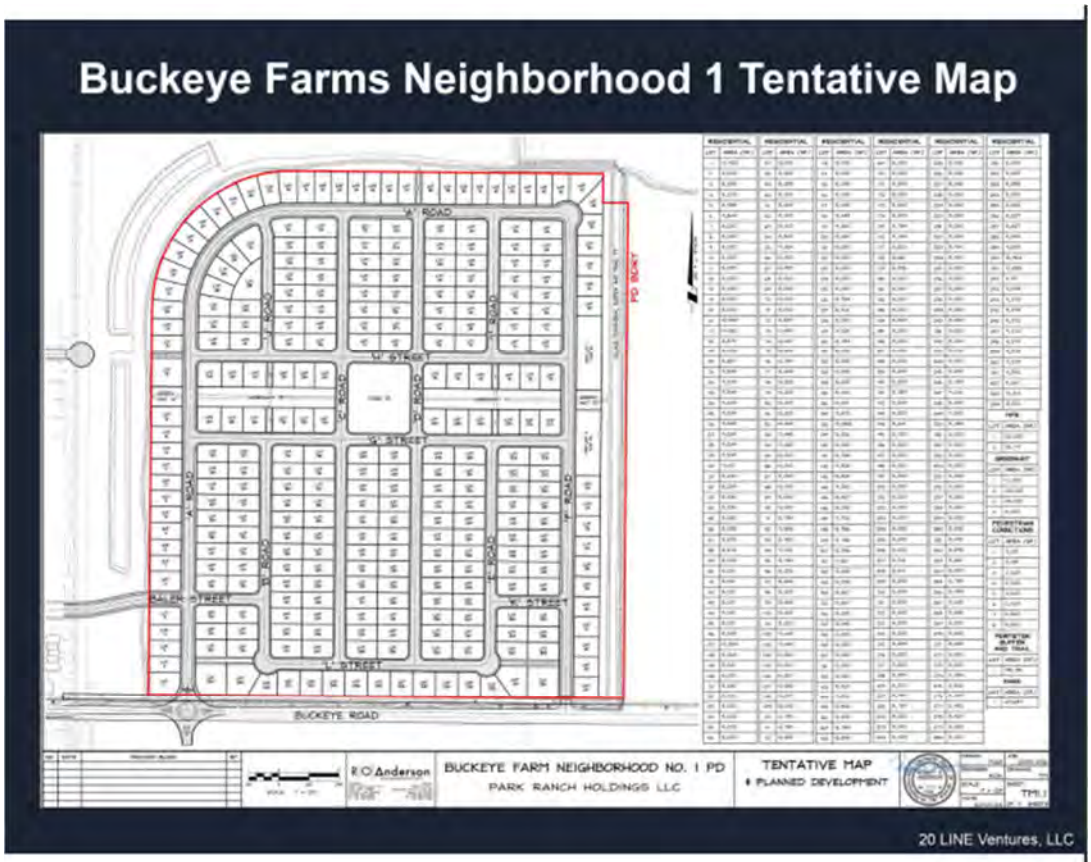
Strategically located on Buckeye Road between Minden Elementary School and the Justice Center, Neighborhood 1 offers unmatched proximity to essential civic and educational resources. The Justice Center also presents local employment opportunities, making this location ideal for families and professionals. A pedestrian trail will directly connect the community to Minden Elementary School, promoting walkability and safe access for students. Residents will also enjoy convenient access to adjacent bike trails, encouraging an active lifestyle.

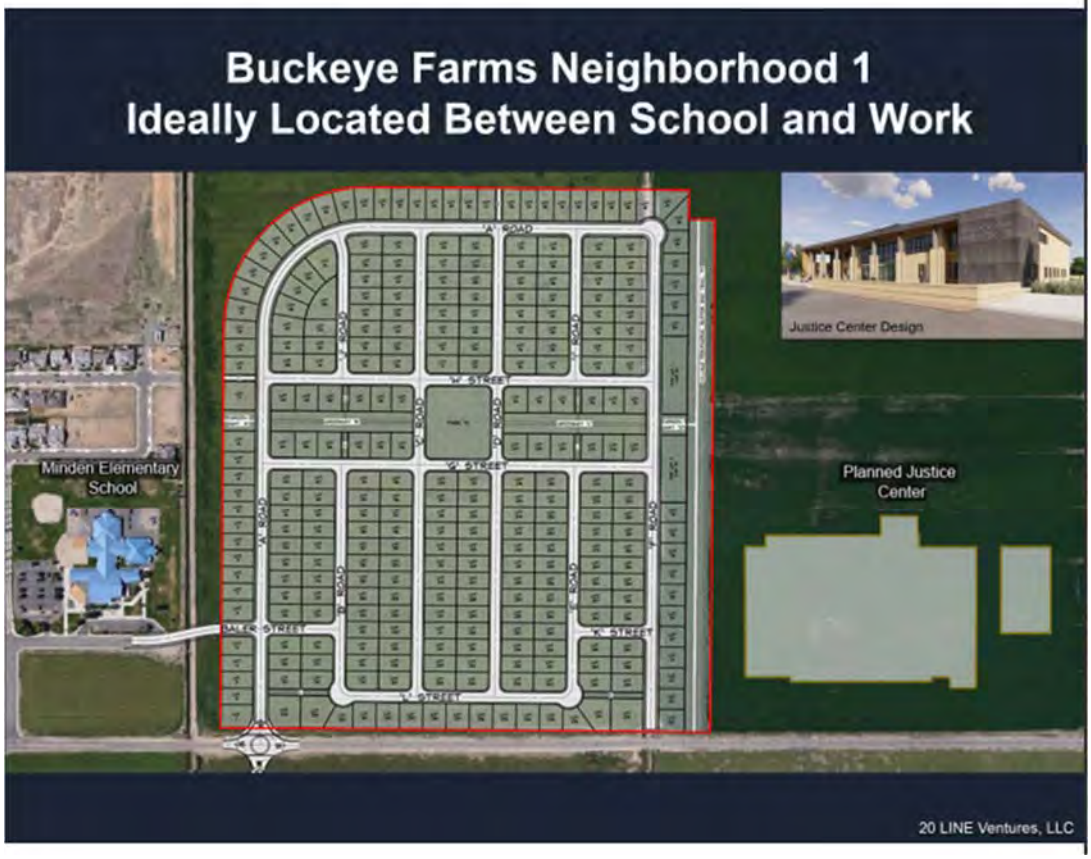
This tentative mapped community is part of a larger vision that carefully balances residential growth with agricultural preservation, maintaining over 200 acres of open space. The purchase price of $21,060,000 includes Transfer Development Rights, adding long-term value for buyers. Nestled in a safe, scenic area of Douglas County, Neighborhood 1 is close to services like Douglas High School and Carson Valley Medical Center. The neighborhood provides a serene, small-town setting with expansive views and a welcoming community, while offering convenient access to regional hubs like Carson City, South Lake Tahoe, and Reno via Highway 395.

Buckeye Farms Neighborhood 1 represents more than just homes—it's an investment in the future of Minden, rooted in its agricultural heritage and designed with community, connection, and quality in mind. **For more information, please contact:**

Michelle McGrath, Broker, 20 LINE Ventures, LLC, 775-720-5768, Michelle20line@gmail.com

20 LINE Ventures, LLC


Buckeye Farms Neighborhood 1 Tentative Map
BUCKEYE ROAD
R.O.Anderson
BUCKEYE FARM NEIGHBORHOOD NO. 1 PD
PARK RANCH HOLDINGS LLC
TENTATIVE MAP
PLANNED DEVELOPMENT
20 LINE Ventures, LLC


Buckeye Farms Neighborhood 1
Ideally Located Between School and Work
Justice Center Design
Minden Elementary School
Planned Justice Center
20 LINE Ventures, LLC





Minden

Founded in 1906, Minden, Nevada was planned as a center for agriculture in the fertile Carson Valley. The arrival of the Virginia and Truckee Railroad spurred growth, making Minden a regional hub for transport and commerce.

Minden's agricultural legacy lives on at the Historic Park Home Ranch, where a museum offers a glimpse into the area's past. The Park Home Ranch also serves as a picturesque wedding venue in a pastoral setting, while the town retains its character through historic architecture, a close-knit community, and its longstanding role as the seat of Douglas County

Genoa

Established in 1851, Genoa holds significance as Nevada's first settlement.

Genoa houses The Mormon Station State Historic Park Museum, Genoa Courthouse Museum, The Mormon Station State Historic Park, Genoa Town Park, and the state's oldest drinking establishment, the Genoa Bar.

During winter, locals enjoy David Walley's Hot Springs, with seven mineral soaking tubs, a heated freshwater relaxation pool, steam and sauna rooms. The 1862 David Walley's Restaurant & Saloon, situated at the resort, offers an upscale dining experience for visitors.

Tahoe Summers

Less than a 25 mile drive from Minden, Lake Tahoe is a top summer destination for outdoor enthusiasts of all ages, offering paddle boarding, kayaking, swimming, boating, and fishing.

The mountains surrounding Lake Tahoe feature a multitude of breathtaking trails for bikers, hikers, climbers, horses, and backpackers to explore.

Warm summer eveings in Tahoe offer lively events, including the Tahoe Summer Concert Series and the annual Lake Tahoe Shakespeare Festival.

Tahoe Winters

The mountains surrounding Lake Tahoe are a winter playground for snowboarding, skiing, snow-shoeing, tubing, ice skating, and more.

The Lake Tahoe basin is home to North America's largest concentration of ski resorts with 400 inches of plush-pile powder every year.

After a day spent in the Tahoe snow, locals and visitors often cozy up next to a firepit to enjoy some food and drink at one of the many restaurants or bars located in the resort villages.

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Designed by PGA Champion Peter Jacobsen and John Harbottle III, **The Genoa Lakes Golf Course** offers a luxury links-style layout **by the eastern Sierra Nevadas**. Its rolling fairways and water features challenge players on 14 holes with long, precise drives.

Just 40 minutes away, **Heavenly Mountain Resort** spans 4,800 acres across California and Nevada, with 34 miles of trails, legendary tree runs, and **stunning Lake Tahoe views.** From gentle groomers to double-black canyons, it's alpine adventure at its finest..

Carson Valley Days, held each June for over 110 years, is a beloved four-day celebration of small-town American spirit. With a **themed parade, carnival rides, live music, horseshoe tournaments, craft vendors**, and more, it brings locals and visitors together for unforgettable summer memories and cherished community traditions.

Big names in a cozy setting—**TJ's Corral** at the Carson Valley Inn delivers big-name concerts in a cozy setting, with a raised stage, **Jobs Peak views**, and a grassy area perfect for blankets and sunsets—bringing you close to the music as country and rock stars light up the night.



Carson Valley Activities



J.T. Basque Bar & Dining Room, a family-owned Gardnerville staple for over 60 years, is known for hearty family-style meals, strong Picon Punch, and a festive, family-friendly atmosphere. **Voted Best Basque Restaurant in the Carson Valley for over a decade,** it's a local favorite for good food and great company.

Held the last weekend of September, **The Genoa Candy Dance** is a beloved century-old tradition supporting historic Genoa. With **300+ craft and food vendors, live music, and the Saturday Candy Dinner and Dance**, it's one of the area's most anticipated events —powered by passionate volunteers

In downtown Gardnerville, **Big Daddy's Bike Shop** blends bikes, brews, and community in a laid-back setting. Enjoy a cold drink, live music, food trucks, and good company, or **rent a cruiser or e-bike to explore town**. The shop also offers bike sales and service—and don't miss the old fire truck turned into a one-of-a-kind bar.

Christmas in the Carson Valley is a magical season of festive traditions, from the **Minden Park gazebo lighting** to cocoa-filled moments at the **Parade of Lights.** Don't miss Genoa's **Breakfast with Santa**—each event brings joyful memories that light up the winter.

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The state of Nevada has consistently ranked within the top 10 nationwide over the past decade. These rankings are a direct reflection of the growth, community, culture, and economy that Nevada has to offer.

Top States for Clean Energy Investment
1. Montana
2. Wyoming
3. **Nevada**
4. New Mexico
5. South Dakota

Source: Keystone Korner

Top Mid-Sized Manufacturing Hubs
1. California
2. **Nevada**
3. Florida
4. Colorado
5. Utah

Source: Business Facilities

Top States for Geothermal Energy Production
1. California
2. **Nevada**
3. Utah
4. Hawaii
5. Oregon

Source: Statista

Best Business Climate
1. Texas
2. North Carolina
3. Virginia
4. Utah
5. Tennessee
6. Colorado
7. Washington
8. **Nevada**
9. Georgia
10. Florida

Source: Business Facilities

Best Business Tax Climate
1. Wyoming
2. South Dakota
3. Alaska
4. Florida
5. Montana
6. New Hampshire
7. **Nevada**
8. Utah
9. Indiana
10. North Carolina

Source: Business Facilities

Top States for Best Economy
1. Florida
2. Texas
3. Utah
4. Idaho
5. Minnesota
6. **Nevada**
7. North Carolina
8. Kansas
9. Oklahoma
10. Alaska

Source: U.S. News & World Report

Top States for Infrastructure
1. Nebraska
2. South Dakota
3. Utah
4. **Nevada**
5. Oregon
6. Kansas
7. Washington
8. North Dakota
9. Vermont
10. Minnesota

Source: U.S. News & World Report

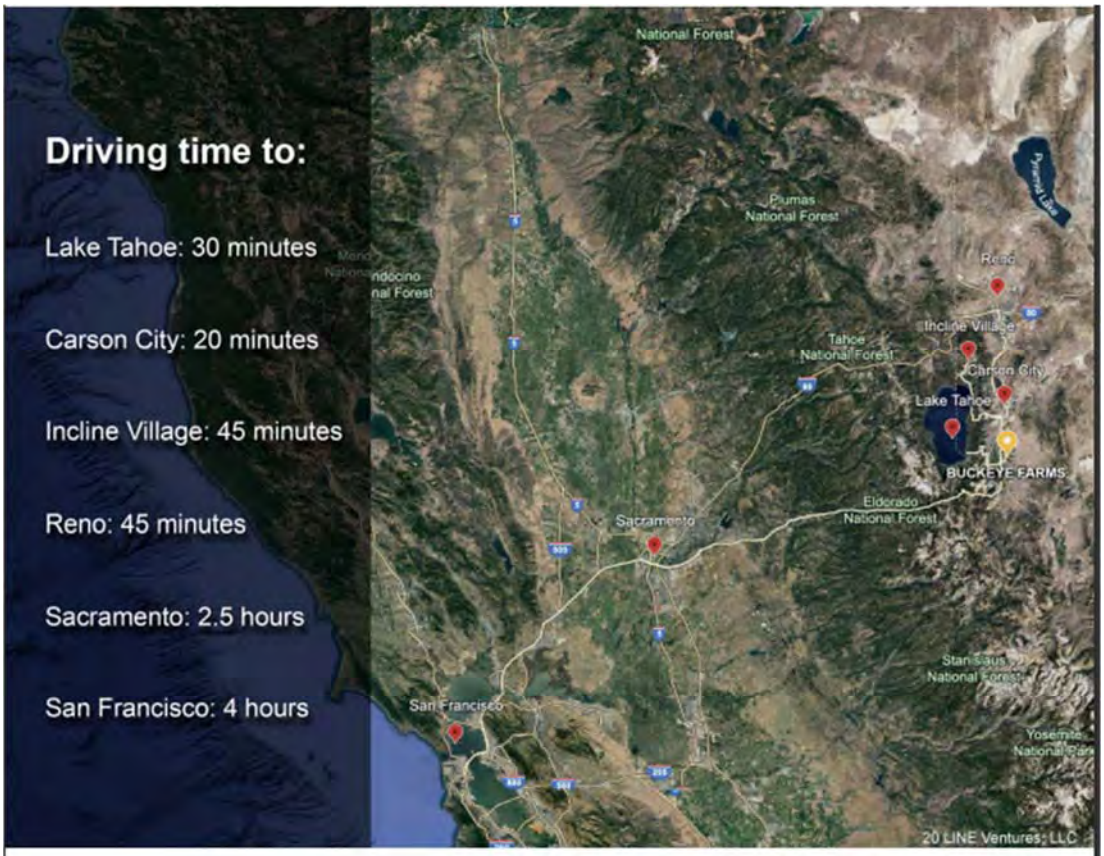
Top Solar Energy Production
1. California
2. Texas
3. Florida
4. North Carolina
5. Arizona
6. **Nevada**
7. Georgia
8. New York
9. Virginia
10. Massachusetts

Source: Climate Central

Fastest Growing Low Tax States
1. South Carolina
2. Idaho
3. Delaware
4. North Carolina
5. Tennessee
6. **Nevada**
7. Alabama
8. Montol
9. Arizona
10. Arkansas

Source: Investopedia

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The following due diligence materials are available upon request:

- Tentative Map
- Specific Plan
- Development Agreement
- Phasing Plan
- Conditions of Approval
- Topographical Map
- Geotechnical Site Assessment
- Master Drainage Study
- Record of Survey
- Traffic Study
- Will Serve Letters

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Housing Market Information

Northern Nevada's economy remains one of the strongest performers in the western U.S. In 2025, the region continues to outpace national trends in job creation, with significant gains in technology, logistics, healthcare, and advanced manufacturing. High-profile employers, such as Tesla, Panasonic, and a growing number of tech startups have cemented the area as a magnet for innovation and business growth.



This surge in economic activity has triggered a corresponding demand for housing, especially in Douglas County. As of mid-2025, the county has seen a 9.5% increase in active listings, reaching 494 homes on the market. Still, inventory remains tight, with only a 3.4-month supply—well below a balanced market. Homes now spend an average of 98 days on the market, and many are selling for slightly below asking, reflecting a cooling but still active environment.

While overall population growth in Minden has leveled off—with a modest 0.38% increase in 2025—the town remains a popular destination for out-of-state buyers, particularly those relocating from California. The appeal lies in Minden's balance of lifestyle, affordability, and access to job markets in Carson City and Reno.

As larger jurisdictions struggle with land constraints and rising development costs, builders are increasingly turning their attention to submarkets like Minden. Projects such as Buckeye Farms represent a timely opportunity to meet the housing needs of a growing and diversifying buyer pool—ranging from young families to retirees.

Despite an average home value of roughly $689,000, Minden remains a bargain when compared to cities like San Francisco or Seattle, where prices often exceed $1 million. This affordability, combined with a high quality of life, has made the area especially attractive to remote workers and retirees seeking better value.

Minden was recently ranked among Nevada's top retirement destinations, thanks to its mild climate, scenic beauty, and slower pace of life. This trend has helped shape local demand, as more buyers seek low-maintenance, single-level homes in walkable, peaceful neighborhoods.

20 LINE Ventures, LLC

Disclosure:

This Offering Memorandum provides information relevant to the acquisition and development of "Buckeye Farms Neighborhood 1" in Minden, Nevada. The information herein has been provided by the Seller and Broker. Although obtained from reliable sources, it may not encompass all the information needed for a fair evaluation of the property. This information is for general reference purposes only. Additional details should be uncovered through proper feasibility studies and economic analysis by the potential purchaser for the development and sale of the property.

The Seller and Broker, along with their respective employees, agents, consultants, or representatives, make no representations or warranties, express or implied, as to the accuracy or completeness of this Offering Memorandum or any of its content. No legal liability is assumed or implied with respect thereto. While the information contained in this Offering Memorandum or any other information is believed to be reliable, neither Broker nor Seller guarantees its accuracy or completeness. The potential buyer must conduct its own independent investigation, discovery, and analysis regarding the acquisition of the property without relying on this Offering Memorandum.

This Offering Memorandum does not represent that there have been no changes or altered conditions of the property since its preparation or distribution. All discussions or communication by the potential purchaser, the potential purchaser's agents, representatives, employees, or affiliates with the Seller's representatives, engineers, consultants, or agents, or any person privy to Buckeye Farms, are prohibited unless otherwise permitted by the Seller.

Broker cooperation will be allowed for a broker that procures and represents a buyer purchasing the property. If applicable, a cooperating broker fee shall be paid at closing. Cooperation does not include a broker that represents themselves as Principals or a broker whose member of their immediate family is participating in thepurchase of the property. No broker will be recognized for a potential purchaser who has previously contacted or been contacted by the Seller or Seller's representatives

For more information and pricing, contact Michelle McGrath, Broker, 20 LINE Ventures, LLC, 775-720-5768, Michelle20line@gmail.com.

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COLDWELL BANKER Buy Sell Agents & Offices

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Local Realty Service Provided By: Coldwell Banker Select Real Estate

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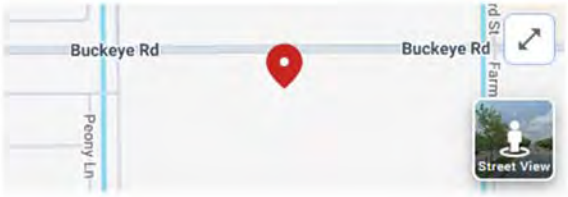


000 Buckeye Road, Minden, NV 89423

$94,700,000	— Bed	— Bath	- Sq Ft	606.00 Acres (Lot)	Land

● Active

Listed by Michelle Mcgrath
20 Line Ventures LLC.
775-720-5768
Last updated: August 30, 2025, 03:31 PM
MLS# 240001494
Source: NV NNRMLS



About This Land

000 Buckeye Road

Buckeye Farms Neighborhood 2, 3, 4 and 5 has been approved by Douglas County for a Specific Plan allowing for 1,894 units including single family detached, multi-family, mixed use and commercial. Located in Downtown Minden and adjacent to Minden Elementary School. Property can be sold in bulk or by individual "Neighborhoods. Transfer Development Rights included in purchase price. Douglas County has purchased 57 acres on north side of property for the new Judicial Center. Excellent opportunity for Master Developer. Per the Specific Plan, each "Neighborhood" has designated future zoning and unit count. There is 200 acres of native pasture/open space on the perimeter of the development, pedestrian friendly access from Buckeye Farms to Minden Elementary School. Approved Specific Plan, Marketing Brochure and Development Agreement available upon request.

Finances & Disclosures

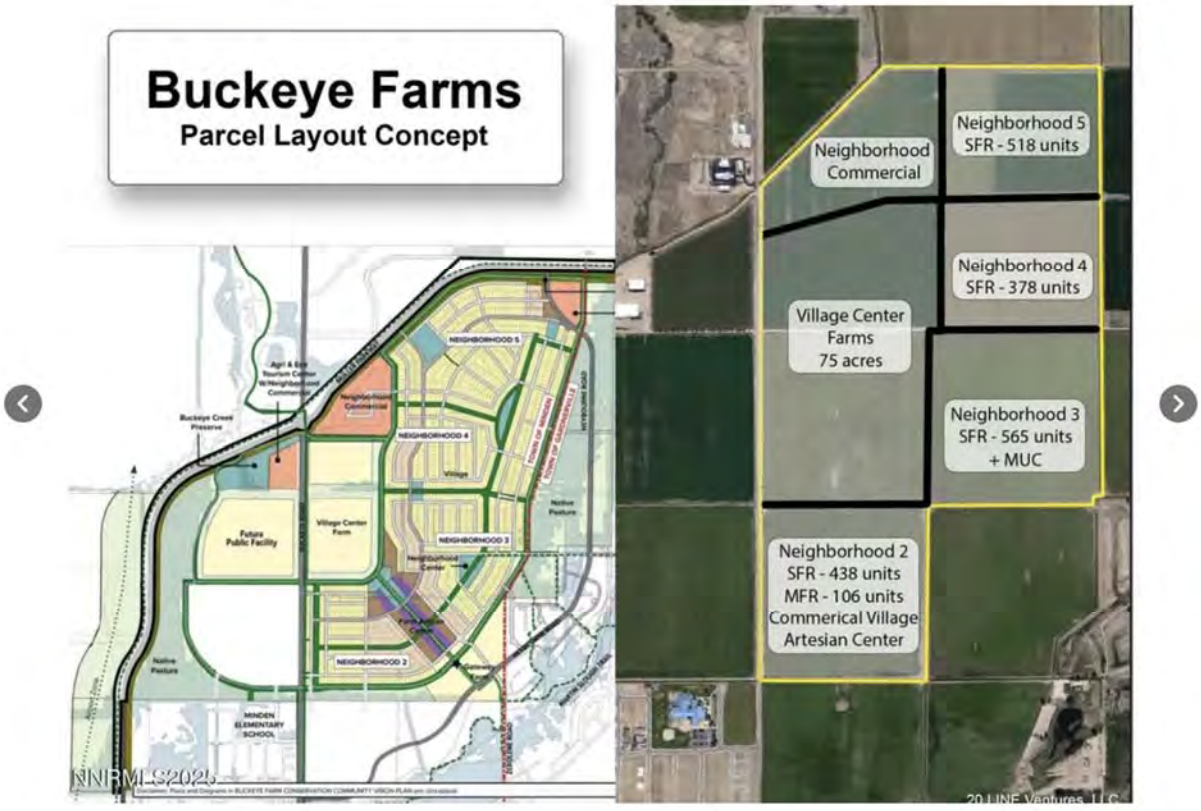
Finances

Price: $94,700,000

Source: NV NNRMLS

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000 Buckeye Road Photos Map Share



2 of 3



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Parcel 1320-20-000-016

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.0000
Section	20
Township	13
Range	20
Lot	27
Plat Maps	1320-20-000.pdf (1,697kb)
Map Documents	532717 Recorder Search 590378 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-20-000-015

Keyline Description

Created from split of Parcel # 1320-20-000-015
Primary new parcel is Parcel # 1320-20-000-017
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$33,428	$34,914	$29,514	$26,514	$25,629	$25,771	$25,943
Taxable Value	$33,428	$34,914	$29,514	$26,514	$25,629	$25,771	$25,943
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$11,700	$12,220	$10,330	$9,280	$8,970	$9,020	$9,080
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-20-000-021

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.0000
Section	20
Township	13
Range	20
Lot	26
Plat Maps	1320-20-000.pdf (1,697kb)
Map Documents	532717 Recorder Search 590378 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-20-000-017

Keyline Description

LDM 978/1935
Changed from Parcel # 0000-23-570-170
Created from split of Parcel # 1320-20-000-005
RS 0102/5649 BLA 0102/5650
Created from split of Parcel # 1320-20-000-012
RS 903/9581 BLA 903/9574 ADJ 21
Created from split of Parcel # 1320-20-000-015
LDM 609/4186
Created from split of Parcel # 1320-20-000-017

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$33,428	$34,914	$29,514	$26,514	$25,629
Taxable Value	$33,428	$34,914	$29,514	$26,514	$25,629
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$11,700	$12,220	$10,330	$9,280	$8,970
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY

Buildings

None

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Parcel 1320-20-000-022

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	48.1800
Section	20
Township	13
Range	20
Lot	25
Plat Maps	1320-20-000.pdf (1,697kb)
Map Documents	532717 Recorder Search 590378 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-20-000-018

Keyline Description

LDM 978/1935
Changed from Parcel # 0000-23-570-180
Created from split of Parcel # 1320-20-000-004
RS 0102/5649 BLA 0102/5650
Created from split of Parcel # 1320-20-000-011
RS 903/9581 BLA 903/9574 ADJ 22
Created from split of Parcel # 1320-20-000-014
LDM 609/4186
Created from split of Parcel # 1320-20-000-018



Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$40,264	$42,054	$35,550	$31,934	$30,869
Taxable Value	$40,264	$42,054	$35,550	$31,934	$30,869
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$14,092	$14,719	$12,442	$11,177	$10,804
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY

Buildings

None

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Parcel 1320-20-000-023

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	3.9700
Section	29
Township	13
Range	20
Lot	PTN21
Plat Maps	1320-20-000.pdf (1,697kb)
Map Documents	625243 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-29-501-002

Keyline Description

Created from split of Parcel # 1320-28-000-013
Primary new parcel is Parcel # 1320-28-000-024
LDM 609/4186
Created from split of Parcel # 1320-29-501-002

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$2,860	$2,985	$2,525	$2,266	$2,191
Taxable Value	$2,860	$2,985	$2,525	$2,266	$2,191
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$1,001	$1,045	$884	$793	$767
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 625242	2004-09-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-21-000-014

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	41.6000
Section	21
Township	13
Range	20
Lot	24
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Map Documents	745140 Recorder Search
Lineage	Split from 1320-21-000-011

Keyline Description

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Changed from Parcel # 0000-23-570-220
Created from split of Parcel # 1320-21-000-011
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$19,314	$20,176	$17,056	$15,331	$14,914	$14,886	$14,974
Taxable Value	$19,314	$20,176	$17,056	$15,331	$14,914	$14,886	$14,974
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$6,760	$7,062	$5,970	$5,366	$5,220	$5,210	$5,241
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK NEWCO
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-21-000-015

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Owners

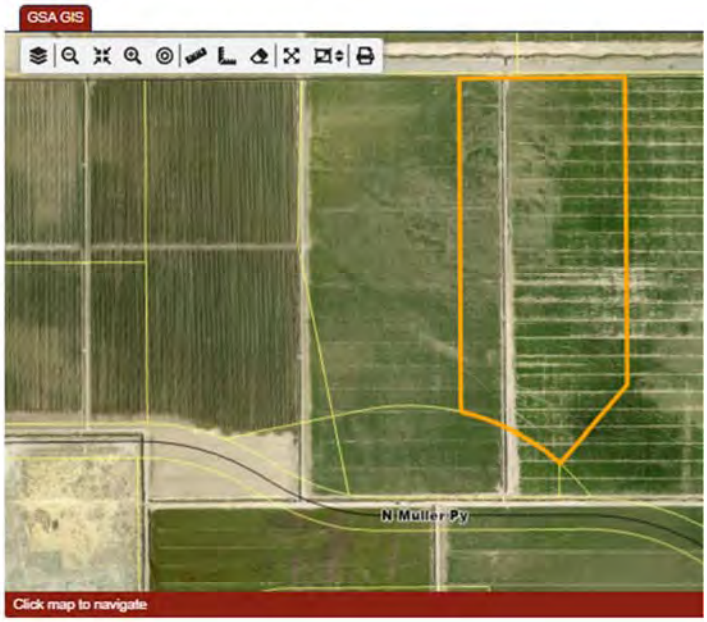
PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	48.3700
Section	21
Township	13
Range	20
Lot	23
Plat Maps	1320-21-000.pdf (1,602kb)
Map Documents	532719 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-21-000-012

Keyline Description

Created from split of Parcel # 1320-21-000-012
Primary new parcel is Parcel # 1320-21-000-016
LDM 609/4186



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$22,458	$23,459	$19,832	$17,826	$17,343	$17,309	$17,411
Taxable Value	$22,458	$23,459	$19,832	$17,826	$17,343	$17,309	$17,411
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$7,860	$8,211	$6,941	$6,239	$6,070	$6,058	$6,094
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: UNKNOWN OWNER Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-21-000-017

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	14.5200
Section	28
Township	13
Range	20
Lot	PTN18
Plat Maps	1320-21-000.pdf (1,602kb)
Map Documents	625243 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-28-000-023

Keyline Description

Created from split of Parcel # 1320-28-000-013
Primary new parcel is Parcel # 1320-28-000-024
LDM 609/4186
Created from split of Parcel # 1320-28-000-023

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$9,438	$9,853	$8,339	$7,486	$7,237
Taxable Value	$9,438	$9,853	$8,339	$7,486	$7,237
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$3,303	$3,449	$2,919	$2,620	$2,533
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 625242	2004-09-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-21-000-018

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	.5100
Section	28
Township	13
Range	20
Lot	PTN17
Plat Maps	1320-21-000.pdf (1,602kb)
Map Documents	625243 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-28-000-024

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-040
Created by consolidation of these Parcel #'s:
1320-28-000-001 1320-29-000-003
RS 904/11278 BLA 904/11271
Created from split of Parcel # 1320-28-000-013
LDM 609/4186
Created from split of Parcel # 1320-28-000-024



Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$332	$346	$293	$263	$254
Taxable Value	$332	$346	$293	$263	$254
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$116	$121	$103	$92	$89
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK NEWCO
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 625242	2004-09-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-21-000-019

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.5700
Section	21
Township	13
Range	20
Lot	PTN22
Plat Maps	1320-21-000.pdf (1,602kb)
Map Documents	532719 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-21-000-016



Keyline Description

LDM 978/1935
Changed from Parcel # 0000-23-580-280
Created from split of Parcel # 1320-21-000-010
RS 0102/5668 BLA 0102/5669
Created from split of Parcel # 1320-21-000-012
LDM 609/4186
Created from split of Parcel # 1320-21-000-016

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$18,836	$19,676	$16,634	$14,951	$14,546
Taxable Value	$18,836	$19,676	$16,634	$14,951	$14,546
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$6,593	$6,887	$5,822	$5,233	$5,091
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK NEWCO
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-27-002-039

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	.9600
Section	27
Township	13
Range	20
Lot	ADJ52
Plat Maps	1320-27-002.pdf (796kb)
Map Documents	732299 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-27-002-035

Keyline Description

LDM 978/1935
Changed from Parcel # 0000-23-590-160
Created from split of Parcel # 1320-27-002-001
RS 1008/5192 BLA 1008/5178 ADJ 47
PTN 1320-28-000-006
Created from split of Parcel # 1320-27-002-035

GSA GIS



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Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$624	$651	$551	$494	$477
Taxable Value	$624	$651	$551	$494	$477
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$218	$228	$193	$173	$167
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: UNKNOWN OWNER Grantee: DOUGLAS COUNTY
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK NEWCO
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-28-000-022

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.9900
Section	28
Township	13
Range	20
Lot	3
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	678199 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-29-000-013

Keyline Description

Created from split of Parcel # 1320-29-000-013
Primary new parcel is Parcel # 1320-33-001-008
LDM 609/4186



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$17,655	$17,655	$14,346	$12,091	$11,680	$11,506	$11,329
Taxable Value	$17,655	$17,655	$14,346	$12,091	$11,680	$11,506	$11,329
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$6,179	$6,179	$5,021	$4,232	$4,088	$4,027	$3,965
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 678197	2006-06-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-28-000-027

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.9900
Section	28
Township	13
Range	20
Lot	4
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-28-000-021

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-090
Created from split of Parcel # 1320-28-000-004
RS 1008/5192 BLA 1008/5178
Created from split of Parcel # 1320-28-000-021
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$17,655	$17,655	$14,346	$12,091	$11,680	$11,506	$11,329
Taxable Value	$17,655	$17,655	$14,346	$12,091	$11,680	$11,506	$11,329
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$6,179	$6,179	$5,021	$4,232	$4,088	$4,027	$3,965
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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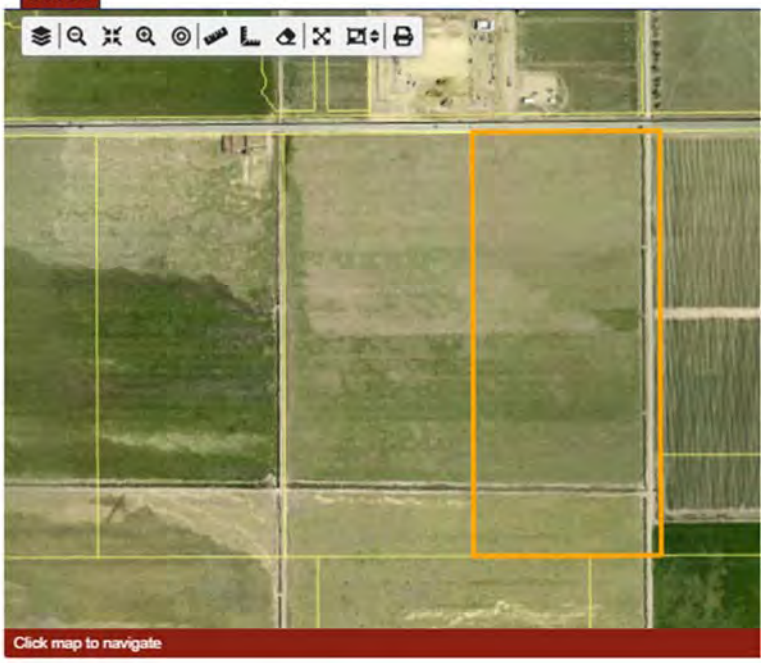
Parcel 1320-28-000-028

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.9800
Section	28
Township	13
Range	20
Lot	5
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-28-000-021

Keyline Description

Created from split of Parcel # 1320-28-000-021
Primary new parcel is Parcel # 1320-28-000-027
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$17,650	$17,650	$14,343	$12,089	$11,677	$11,503	$11,326
Taxable Value	$17,650	$17,650	$14,343	$12,089	$11,677	$11,503	$11,326
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$6,178	$6,178	$5,020	$4,231	$4,087	$4,026	$3,964
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-28-000-031

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	42.5200
Section	28
Township	13
Range	20
Lot	12
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-28-000-016

Keyline Description

Created from split of Parcel # 1320-28-000-016
Primary new parcel is Parcel # 1320-28-000-030
LDM 609/4186

GSA GIS



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$35,534	$37,114	$31,374	$28,183	$27,243	$27,394	$27,577
Taxable Value	$35,534	$37,114	$31,374	$28,183	$27,243	$27,394	$27,577
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$12,437	$12,990	$10,981	$9,864	$9,535	$9,588	$9,652
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-28-000-039

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	45.7600
Section	28
Township	13
Range	20
Lot	11
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	732299 Recorder Search 745140 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-28-000-030

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-100
Created from split of Parcel # 1320-28-000-005
RS 1008/5192 BLA 1008/5178 ADJ 40
PTN 1320-28-000-006
Created from split of Parcel # 1320-28-000-016
LDM 609/4186
Created from split of Parcel # 1320-28-000-030

GSA GIS



Click map to navigate

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$38,242	$39,942	$33,764	$30,331	$29,317
Taxable Value	$38,242	$39,942	$33,764	$30,331	$29,317
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$13,385	$13,980	$11,817	$10,616	$10,261
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK RANCH HOLDINGS LLC
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-28-000-040

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

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Click map to navigate

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	23.2300
Section	28
Township	13
Range	20
Lot	ADJ41
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	732299 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-28-000-017

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-110
Created from split of Parcel # 1320-28-000-006
RS 1008/5192 BLA 1008/5178 ADJ 41
PTN 1320-28-000-005
Created from split of Parcel # 1320-28-000-017

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$15,100	$15,763	$13,341	$11,980	$11,580
Taxable Value	$15,100	$15,763	$13,341	$11,980	$11,580
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$5,285	$5,517	$4,669	$4,193	$4,053
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK NEWCO
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-28-000-042

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	33.7600
Lot	PTN16
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	532719 Recorder Search 745140 Recorder Search 945079 Recorder Search 967184 Recorder Search
Lineage	Split from 1320-28-000-037

Keyline Description

Created from split of Parcel # 1320-28-000-025
Primary new parcel is Parcel # 1320-28-000-036
Created from split of Parcel # 1320-28-000-037
RS/BLA 967184

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$398	$408	$337	$309	$289
Taxable Value	$398	$408	$337	$309	$289
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$139	$143	$118	$108	$101
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
BAD 967183	2021-05-10	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: UNKNOWN OWNER Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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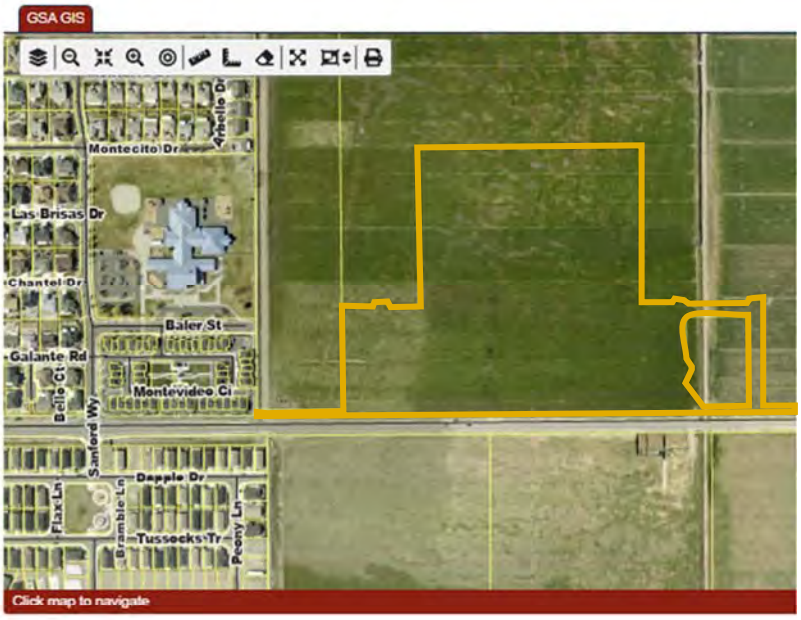
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Parcel 1320-28-000-051

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	28.5900
Section	29
Township	13
Range	20
Lot	PCL 1
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	625243 Recorder Search 745140 Recorder Search 1015440 Recorder Search
Lineage	Split from 1320-29-601-003

Keyline Description

DOC #1015438 ABANDONMENT

Value History

	2025
Total Building Value	$0
Total Extra Features Value	$0
Total Secured Pers Prop	$0
Total Land Value	$9,394
Taxable Value	$9,394
Net Exemptions Value	$0
Net Assessed Value	$3,288
New Improvements	$0
New Land	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
COR 1016359	2025-01-07	CORRECTION DEED/DOCUMENT	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
BAM 1015440	2024-12-05	BOUNDARY ADJUSTMENT MAP	Vacant	$0	
BAD 1015439	2024-12-04	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-28-000-052

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	1.9700
Section	28
Township	13
Range	20
Lot	PCL 2
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	625243 Recorder Search 745140 Recorder Search 986230 Recorder Search 1015440 Recorder Search
Lineage	Split from 1320-28-000-047

Keyline Description

DOC #1015438 ABANDONMENT

Value History

	2025
Total Building Value	$0
Total Extra Features Value	$0
Total Secured Pers Prop	$0
Total Land Value	$1,306
Taxable Value	$1,306
Net Exemptions Value	$0
Net Assessed Value	$457
New Improvements	$0
New Land	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
COR 1016359	2025-01-07	CORRECTION DEED/DOCUMENT	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
BAM 1015440	2024-12-05	BOUNDARY ADJUSTMENT MAP	Vacant	$0	
BAD 1015439	2024-12-04	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-28-000-053

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	60.1100
Lot	PCL 3
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	625243 Recorder Search 745140 Recorder Search 945079 Recorder Search 1015440 Recorder Search
Lineage	Split from 1320-29-501-003

Keyline Description

DOC #1015438 ABANDONMENT

Value History

	2025
Total Building Value	$0
Total Extra Features Value	$0
Total Secured Pers Prop	$0
Total Land Value	$21,536
Taxable Value	$21,536
Net Exemptions Value	$0
Net Assessed Value	$7,538
New Improvements	$0
New Land	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
COR 1016359	2025-01-07	CORRECTION DEED/DOCUMENT	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
BAM 1015440	2024-12-05	BOUNDARY ADJUSTMENT MAP	Vacant	$0	
BAD 1015439	2024-12-04	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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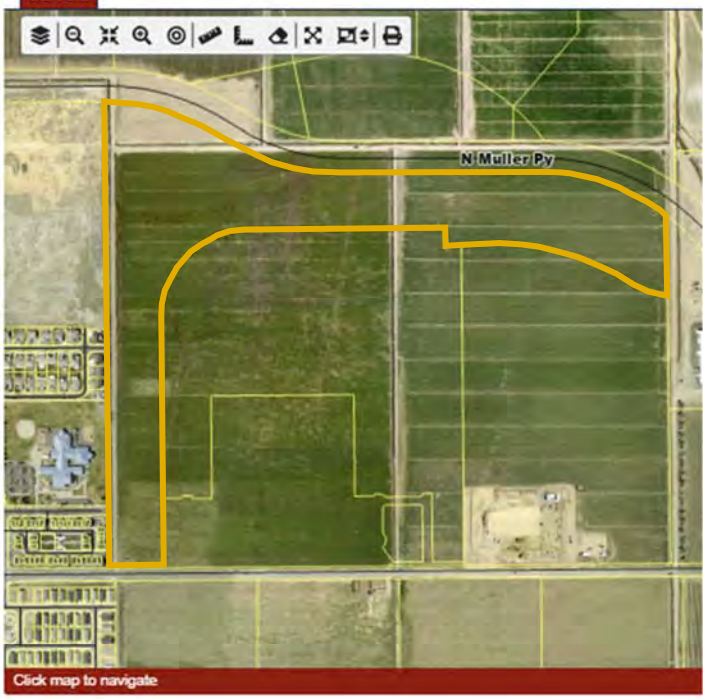
Parcel 1320-28-000-054

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

GSA GIS



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	59.0200
Lot	PCL 4
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	532719 Recorder Search 745140 Recorder Search 945079 Recorder Search 1015440 Recorder Search
Lineage	Combined from: 1320-21-000-016 1320-28-000-034 1320-28-000-046

Keyline Description

CREATED FROM SPLIT OF PARCEL # 1320-21-000-016
PRIMARY NEW PARCEL IS PARCEL # 1320-21-000-019
PCL 4
DOC #1015438 ABANDONMENT

Value History

	2025
Total Building Value	$0
Total Extra Features Value	$0
Total Secured Pers Prop	$0
Total Land Value	$28,688
Taxable Value	$28,688
Net Exemptions Value	$0
Net Assessed Value	$10,041
New Improvements	$0
New Land	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
COR 1016359	2025-01-07	CORRECTION DEED/DOCUMENT	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
BAM 1015440	2024-12-05	BOUNDARY ADJUSTMENT MAP	Vacant	$0	
BAD 1015439	2024-12-04	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-28-000-055

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	1300 BUCKEYE RD
Use Code	620: Agricultural Deferred with Improvements but no Residences
Tax District	500: GEN/RUR/AL COUNTY/CWS/MOSQ
Acreage	11.8700
Section	28
Township	13
Range	20
Lot	PCL 5
Plat Maps	1320-28-000.pdf (1.71Mb)
Map Documents	745140 Recorder Search 943079 Recorder Search 986230 Recorder Search 1015440 Recorder Search
Lineage	Split from 1320-28-000-044

Keyline Description

CREATED FROM SPLIT OF PARCEL # 1320-28-000-011
PRIMARY NOW PARCEL IS PARCEL # 1320-28-000-026
LDM R09-4188
CREATED FROM SPLIT OF PARCEL # 1320-28-000-035
CREATED BY CONSOLIDATION OF THESE PARCEL #'S: 1320-28-000-036 1320-28-000-035
RS/BLA 967184
DOC #1015439 ABANDONMENT
FIRST MAP 532713
BLA 986230



Value History

	2025
Total Building Value	$2,384,843
Total Extra Features Value	$88,628
Total Secured Pers Prop	$0
Total Land Value	$12,570
Taxable Value	$2,487,039
Net Exemptions Value	$0
Net Assessed Value	$870,464
New Improvements	$0
New Land	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
COR 1016355	2025-01-07	CORRECTION DEED/DOCUMENT	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
BAM 1015440	2024-12-05	BOUNDARY ADJUSTMENT MAP	Vacant	$0	
BAD 1015439	2024-12-04	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC

Buildings

Building # 1, Section # 1, OFFICE & WAREHOUSE - #9819747 & #9921414, Storage Warehouse

Type	Model	Heated Sq Ft	Repl Cost New	Yr Blt	WAY	Other % Dpr	Normal % Dpr	% Cond	Value
COMM	406	40711	$3,473,330	1998	2001	0.00%	37.50%	62.50%	$2,170,831

Structural Elements

Type	Description	Code	Details
EW_C	EXT WALL-Commercial	1	Default
HEAT_C	HEAT-Commercial	606	Space Heater
ST	Number of Stories (COMM)	1.00	
WH	Average Wall Height (COMM)	20.00	
681	Sprinkler System Generic - Commercial	40711.00	
763	Mezzanine - Storage	1000.00	

Sub Areas

Type	Gross Area	Percent of Base	Adjusted Area
GBA	40,711	100%	40,711

Building # 2, Section # 1, POLE BARN, Farm Utility Shelter NoEW

Type	Model	Heated Sq Ft	Repl Cost New	Yr Blt	WAY	Other % Dpr	Normal % Dpr	% Cond	Value
COMM	565	16400	$330,132	1998	1998	0.00%	42.00%	58.00%	$191,477

Structural Elements

Type	Description	Code	Details
HEAT_C	HEAT-Commercial	1	Default Heat
ST	Number of Stories (COMM)	1.00	
WH	Average Wall Height (COMM)	20.00	

Sub Areas

Type	Gross Area	Percent of Base	Adjusted Area
GBA	16,400	100%	16,400

Extra Features

Code	Description	Length	Width	Units	Unit Price	AYB	Repl Cost	% Good Condition	Dpr Value*	Final Value
CPW	CONCRETE FLAT WORK			3568.00	$9.00	1998	$32,112	58%	$18,625	$18,625
W & S	WELL & SEPTIC			1.00	$15,400.00	1998	$15,400	58%	$8,932	$8,932
HANDCAL	HAND CALCULATION			1.00	$56,900.00	1998	$56,900	58%	$33,002	$33,002
PS1	PARKING SPACES #1			19.00	$1,450.00	2008	$27,550	73%	$20,112	$20,112
BPCPS	INTERLOCKING PAVERS-GOV PORCH-SHAKE ROOF			63.00	$32.50	1998	$2,048	58%	$1,188	$1,188
CCPM1	CONCRETE COVERED PORCH-METAL - 1			352.00	$22.50	2024	$7,920	97%	$7,682	$7,682

*RCNLD: Replacement Cost New, Less Depreciation

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Parcel 1320-28-000-056

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423



Parcel Summary

Location	
Use Code	695: Agricultural Deferred with Improvements but no Residences
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	20.5000
Section	28
Township	13
Range	20
Lot	PCL 6
Plat Maps	1320-28-000.pdf (1,718kb)
Map Documents	745140 Recorder Search 945079 Recorder Search 986230 Recorder Search 1015440 Recorder Search
Lineage	Split from 1320-28-000-044

Keyline Description

CREATED FROM SPLIT OF PARCEL #
1320-28-000-011
PRIMARY NEW PARCEL IS PARCEL #
1320-28-000-026
LDM 609/4186
CREATED FROM SPLIT OF PARCEL #
1320-28-000-025
CREATED BY CONSOLIDATION OF THESE PARCEL #S:
1320-28-000-036 1320-28-000-035
RS/BLA 967184
PRIOR MAP 532719
DOC #1015438 ABANDONMENT
BLA 986230

Value History

	2025
Total Building Value	$0
Total Extra Features Value	$0
Total Secured Pers Prop	$0
Total Land Value	$17,132
Taxable Value	$17,132
Net Exemptions Value	$0
Net Assessed Value	$5,996
New Improvements	$0
New Land	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
COR 1016359	2025-01-07	CORRECTION DEED/DOCUMENT	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC
BAM 1015440	2024-12-05	BOUNDARY ADJUSTMENT MAP	Vacant	$0	
BAD 1015439	2024-12-04	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-29-000-015

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

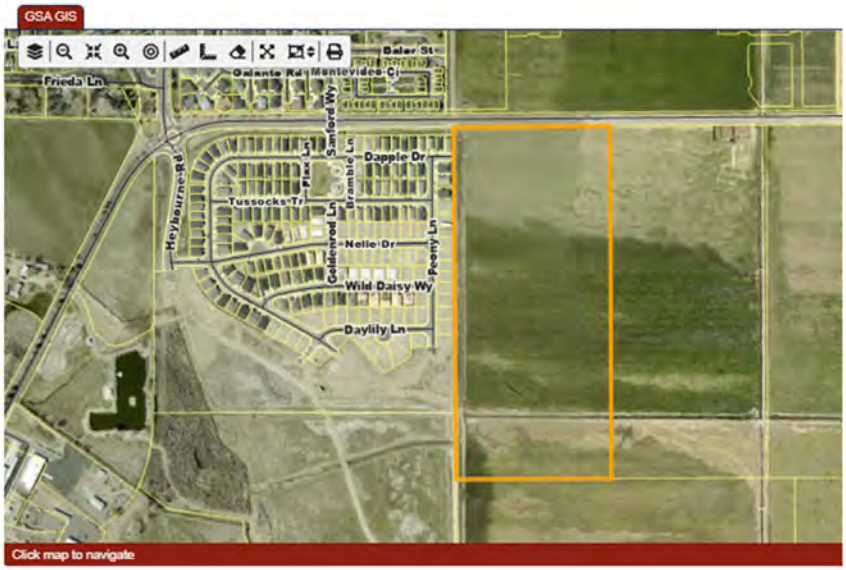
Parcel Summary

Location	
Use Code	500: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.9800
Section	29
Township	13
Range	20
Lot	2
Plat Maps	1320-29-000.pdf (1,013kb)
Map Documents	678199 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-29-000-013

Keyline Description

Created from split of Parcel # 1320-29-000-013
Primary new parcel is Parcel # 1320-33-001-008
LDM 609/4186

GSA GIS



Click map to navigate

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$17,650	$17,650	$14,343	$12,089	$11,677	$11,503	$11,326
Taxable Value	$17,650	$17,650	$14,343	$12,089	$11,677	$11,503	$11,326
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$6,178	$6,178	$5,020	$4,231	$4,087	$4,026	$3,964
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 678197	2006-06-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-32-501-020

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	.4900
Plat Maps	1320-32-5.pdf (1,738kb)
Map Documents	678199 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-33-001-008

Keyline Description

Created from split of Parcel # 1320-33-001-008
Primary new parcel is Parcel # 1320-33-001-016
ROW 710738, MAP 745140



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$6	$6	$5	$3	$3	$3	$3
Taxable Value	$6	$6	$5	$3	$3	$3	$3
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$2	$2	$2	$1	$1	$1	$1
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 678197	2006-06-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-32-501-021

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	190: Vacant - Public Use Lands
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	3.9600
Plat Maps	1320-32-5.pdf (1,738kb)
Map Documents	678199 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-33-001-008

Keyline Description

Created from split of Parcel # 1320-33-001-008
Primary new parcel is Parcel # 1320-33-001-016
ROW 710738, MAP 745140



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$140,000	$140,000	$140,000	$125,000	$125,000	$49	$51
Taxable Value	$140,000	$140,000	$140,000	$125,000	$125,000	$49	$51
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$49,000	$49,000	$49,000	$43,750	$43,750	$17	$18
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: UNKNOWN OWNER Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 678197	2006-06-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-33-001-009

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	42.7900
Section	33
Township	13
Range	20
Lot	6
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-28-000-020

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-130
Created from split of Parcel # 1320-28-000-008
RS 1008/5192 BLA 1008/5178
Created from split of Parcel # 1320-28-000-020
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$18,430	$18,430	$14,976	$12,623	$12,194	$12,011	$11,826
Taxable Value	$18,430	$18,430	$14,976	$12,623	$12,194	$12,011	$11,826
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$6,450	$6,450	$5,242	$4,418	$4,268	$4,204	$4,139
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-33-001-010

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.5700
Section	33
Township	13
Range	20
Lot	10
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-28-000-019

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-140
Created from split of Parcel # 1320-28-000-009
RS 1008/5192 BLA 1008/5178
Created from split of Parcel # 1320-28-000-019
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$26,370	$27,530	$23,299	$20,920	$20,226	$20,311	$20,457
Taxable Value	$26,370	$27,530	$23,299	$20,920	$20,226	$20,311	$20,457
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$9,230	$9,636	$8,155	$7,322	$7,079	$7,109	$7,160
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-33-001-011

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.0800
Section	33
Township	13
Range	20
Lot	13
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-28-000-018

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-150
Created from split of Parcel # 1320-28-000-010
RS 1008/5192 BLA 1008/5178 ADJ 46
Created from split of Parcel # 1320-28-000-018
LDM 609/4186



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$33,495	$34,984	$29,573	$26,566	$25,677	$25,823	$25,994
Taxable Value	$33,495	$34,984	$29,573	$26,566	$25,677	$25,823	$25,994
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$11,723	$12,244	$10,351	$9,298	$8,987	$9,038	$9,098
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-33-001-012

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.1500
Section	33
Township	13
Range	20
Lot	7
Plat Maps	1320-33-001.pdf (976kb)
Map Documents	678199 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-33-001-006

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-180
Created from split of Parcel # 1320-33-001-002
RS 606/9503 BLA 606/9495-9496
Created from split of Parcel # 1320-33-001-006
LDM 609/4186



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$26,098	$27,245	$23,058	$20,706	$20,017	$20,103	$20,246
Taxable Value	$26,098	$27,245	$23,058	$20,706	$20,017	$20,103	$20,246
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$9,134	$9,536	$8,070	$7,247	$7,006	$7,036	$7,086
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 678197	2006-06-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-33-001-013

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	41.1600
Section	33
Township	13
Range	20
Lot	8
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	745140 Recorder Search
Lineage	Split from 1320-33-001-003

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-190
Created from split of Parcel # 1320-33-001-003
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$26,754	$27,930	$23,638	$21,226	$20,520	$20,609	$20,754
Taxable Value	$26,754	$27,930	$23,638	$21,226	$20,520	$20,609	$20,754
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$9,364	$9,776	$8,273	$7,429	$7,182	$7,213	$7,264
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-33-001-014

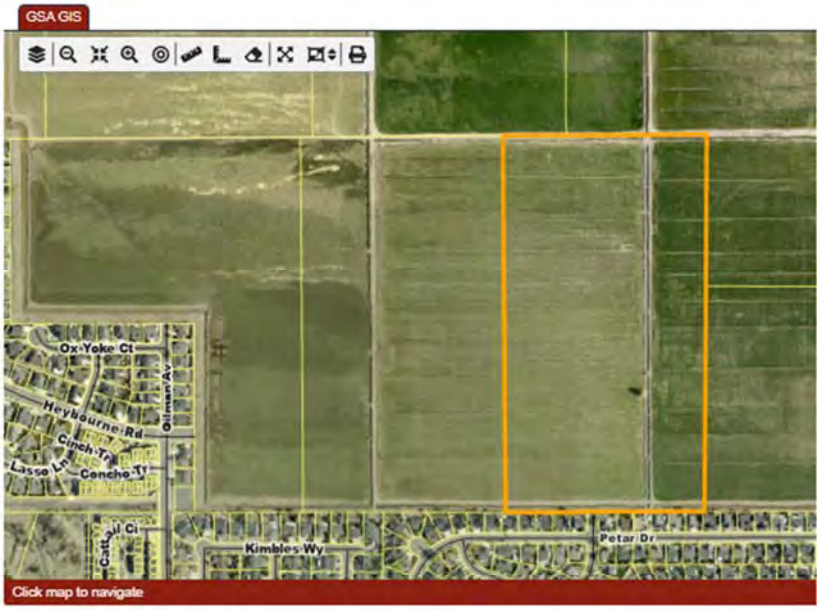
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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	41.1600
Section	33
Township	13
Range	20
Lot	9
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	745140 Recorder Search
Lineage	Split from 1320-33-001-003



Keyline Description

Created from split of Parcel # 1320-33-001-003
Primary new parcel is Parcel # 1320-33-001-013
LDM 609/4186

Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$34,397	$35,927	$30,370	$27,283	$26,371	$26,517	$26,694
Taxable Value	$34,397	$35,927	$30,370	$27,283	$26,371	$26,517	$26,694
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$12,039	$12,574	$10,630	$9,549	$9,230	$9,281	$9,343
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC

Buildings

None

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Parcel 1320-33-001-015

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	40.0000
Section	33
Township	13
Range	20
Lot	14
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	732299 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-33-001-007

Keyline Description

LDM 978/1935
Changed from Parcel # 0000-23-590-200
Created from split of Parcel # 1320-33-001-004
RS 1008/5192 BLA 1008/5178 ADJ 51
PTN 1320-34-001-001
Created from split of Parcel # 1320-33-001-007
LDM 609/4186



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$33,428	$34,914	$29,514	$26,514	$25,629	$25,771	$25,943
Taxable Value	$33,428	$34,914	$29,514	$26,514	$25,629	$25,771	$25,943
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$11,700	$12,220	$10,330	$9,280	$8,970	$9,020	$9,080
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK NEWCO Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-33-001-016

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Owners

PARK RANCH HOLDINGS LLC
C/O JON PARK
1300 BUCKEYE RD
MINDEN, NV 89423

Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	57.6200
Section	33
Township	13
Range	20
Lot	1
Plat Maps	1320-33-001.pdf (979kb)
Map Documents	678199 Recorder Search 745140 Recorder Search
Lineage	Split from 1320-33-001-008

Keyline Description

LDM 978/1935
Changed from Parcel #0000-23-590-080
Created from split of Parcel # 1320-29-000-005
RS 606/9503 BLA 606/9485-9496
Created from split of Parcel # 1320-29-000-013
LDM 609/4186
Created from split of Parcel # 1320-33-001-008
ROW 710738, MAP 745140



Value History

	2025	2024	2023	2022	2021	2020	2019
Total Building Value	$0	$0	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0	$0	$0
Total Land Value	$24,818	$24,818	$20,167	$16,997	$16,420	$16,174	$15,926
Taxable Value	$24,818	$24,818	$20,167	$16,997	$16,420	$16,174	$15,926
Net Exemptions Value	$0	$0	$0	$0	$0	$0	$0
Net Assessed Value	$8,686	$8,686	$7,058	$5,949	$5,747	$5,661	$5,574
New Improvements	$0	$0	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK RANCH HOLDINGS LLC Grantee: DOUGLAS COUNTY
GBS 837481	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK RANCH HOLDINGS LLC
BAD 678197	2006-06-28	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

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Parcel 1320-34-001-035

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Owners

PARK NEWCO
C/O PARK HERITAGE
1300 BUCKEYE RD STE A
MINDEN, NV 89423



Parcel Summary

Location	
Use Code	600: Agricultural Qualified per NRS 361A - Vacant
Tax District	500: GENERAL COUNTY/CWS/MOSQ
Acreage	71.7400
Section	34
Township	13
Range	20
Lot	ADJ52
Plat Maps	1320-34-001.pdf (12,969kb)
Map Documents	732299 Recorder Search 945079 Recorder Search
Lineage	Split from 1320-34-001-028

Keyline Description

LDM 978/1935
Changed from Parcel # 0000-23-590-210
Created from split of Parcel # 1320-34-001-001
RS 1008/5192 BLA 1008/5178 ADJ 52
PTN 1320-27-002-001 & 1320-28-000-010
1320-28-000-006 & 1320-33-001-004
Created from split of Parcel # 1320-34-001-028

Value History

	2025	2024	2023	2022	2021
Total Building Value	$0	$0	$0	$0	$0
Total Extra Features Value	$0	$0	$0	$0	$0
Total Secured Pers Prop	$0	$0	$0	$0	$0
Total Land Value	$46,631	$48,681	$41,200	$36,997	$35,766
Taxable Value	$46,631	$48,681	$41,200	$36,997	$35,766
Net Exemptions Value	$0	$0	$0	$0	$0
Net Assessed Value	$16,321	$17,038	$14,420	$12,949	$12,518
New Improvements	$0	$0	$0	$0	$0
New Land	$0	$0	$0	$0	$0

Document/Transfer/Sales History

Instrument / Official Record	Date	Type	V/I	Dcl Value	Ownership
GBS 945079	2020-04-22	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: ASHLAND PARK LLC Grantee: DOUGLAS COUNTY
QCD 944795	2020-04-16	QUITCLAIM DEED	Vacant	$0	Grantor: DOUGLAS COUNTY Grantee: PARK NEWCO
GBS 837480	2014-01-29	GRANT BARGAIN SALE DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK NEWCO
BAD 732298	2008-10-30	BOUNDARY ADJUSTMENT DEED	Vacant	$0	Grantor: PARK CATTLE COMPANY Grantee: PARK CATTLE COMPANY

Buildings

None

G. Noticing

OFFICE OF THE DISTRICT ATTORNEY
DOUGLAS COUNTY

Mark B. Jackson
District Attorney

November 5, 2025

Via Certified Mail:

Park Ranch Holdings, Park NewCo, and Park Heritage
C/O Darren Lemieux
Womble Bond Dickinson LLP
One East Liberty Street, Suite 300
Reno, NV 89501

Via Email:

Darren.Lemieux@wbd-us-com; Nicole.Scott@wbd-us.com; Sara.Yates@wbd-us.com

NOTICE OF MEETING TO CONSIDER ACQUISITION OF PROPERTY BY EMINENT DOMAIN

Please take notice that a public meeting has been scheduled to consider whether to acquire certain real property owned by you by the exercise of the power of eminent domain:

Property: The real property at issue is identified in the attached appraisal and includes rights-of-way and easements across portions of the Buckeye Farm Specific Plan site and adjacent lands in Douglas County, Nevada.

Meeting Date: Thursday, November 20, 2025

Meeting Time: 10:00 a.m.

Meeting Location: Historic Courthouse, 1616 Eighth Street, Minden, NV 89423

Notice Sent By: A.J. Hames, Deputy District Attorney, Douglas County
Notice Date: November 5, 2025

Attachments:
Appraisal of Real Property: Proposed Right-of-Way (Fee) and Permanent Easement Acquisitions Along Muller Parkway Bordering the Buckeye Farm Specific Plan.

SENDER: *COMPLETE THIS SECTION*

- **Complete items 1, 2, and 3.**
- **Print your name and address on the reverse so that we can return the card to you.**
- **Attach this card to the back of the mailpiece, or on the front if space permits.**

1. Article Addressed to:

Park Ranch Holdings
c/o Darren Lemieux
Womble Bond Dickinson LLP
One East Liberty St., #300
Reno, NV 89501

9590 9402 7420 2055 9543 28

2. Article Number *(Transfer from service label)*

9589 0710 5270 2070 1242 56

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Carmen ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 11-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

RESOLUTION 2025R-043-A

A RESOLUTION ADDRESSING EMINENT DOMAIN PROCEEDINGS TO ACQUIRE FROM PARK RANCH HOLDINGS CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY ALONG THE MULLER PARKWAY RIGHT-OF-WAY, INCLUDING APPROXIMATELY 3.54 ACRES OF REAL PROPERTY TO INCREASE THE SIZE OF THE RIGHT-OF-WAY, AND APPROXIMATELY 6.77 ACRES OF NON-EXCLUSIVE DRAINAGE EASEMENTS ACROSS PROPERTIES ADVERSELY IMPACTED FROM INCREASED BASE FLOOD ELEVATIONS.

WHEREAS, Douglas County's Board of Commissioners (the "Board") has previously determined that Muller Parkway will provide significant regional benefits to the residents of Douglas County;

WHEREAS, the various phases of Muller Parkway have been identified as priority transportation projects in the Douglas County Transportation Plan;

WHEREAS, the County has been working for over five years to construct Muller Parkway in accordance with the terms of the 2019 Amended Development Agreement with Park Ranch Holdings, LLC, which was adopted by Ordinance 2019-1556-A, and recorded as document number 2019-939704 (the "Development Agreement");

WHEREAS, in cooperation with Park Ranch Holdings and its associated companies, Park Newco and Park Heritage (collectively "Park Ranch Holdings"), the County has elected to construct portions of Muller Parkway above grade to redirect flood water away from existing and planned developments, including the planned Buckeye Farm Specific Plan area, which is owned by Park Ranch Holdings;

WHEREAS, because of this elevated design, additional sections of land are required for the construction of Muller Parkway to provide access for construction equipment and to accommodate a planned roundabout at Buckeye Road, irrigation facilities that will allow Park Ranch Holdings to irrigate its existing agricultural land west and south of Muller Parkway, and drainage facilities that will enhance the County's ability to redirect flood water;

WHEREAS, because of this elevated design, easements are also required to accommodate potential increases to mapped flood areas on Park Ranch Holdings' agricultural properties north of Muller Parkway;

WHEREAS, the Development Agreement specifically grants to the County the right to temporarily enter upon Park Ranch Holdings' property to construct Muller Parkway and to install culverts and drainage facilities on Park Ranch Holdings' property;

WHEREAS, the Development Agreement also requires the parties to negotiate in good faith for the purchase of additional right-of-way if necessitated by the design of Muller Parkway, and provides that Park Ranch Holdings must be paid the fair market value for such property;

WHEREAS, consistent with the terms of the Development Agreement and in a spirit of cooperation and good faith, the County has offered to purchase at fair market value all the additional rights-of-way and drainage easements needed for the construction of Muller Parkway from Park Ranch Holdings, including those areas to which the County already has an easement or right of access pursuant to the Development Agreement;

WHEREAS, Park Ranch Holdings violated the terms of the Development Agreement by refusing the County's offer, declining to sell any additional right-of-way or easements to the County, even when such easements were already authorized by the Development Agreement;

WHEREAS, Nevada Revised Statute Chapter 37 grants counties the power of eminent domain for reservoirs, water rights, canals, aqueducts, flumes, ditches or pipes for conducting water for the use of the inhabitants of any county, for draining any county, for raising the banks of streams, removing obstructions therefrom, and widening, deepening or straightening their channels, for roads, streets and alleys, and all other public purposes for the benefit of any county or the inhabitants thereof;

WHEREAS, on April 17, 2025, the Board conducted a public hearing and reviewed reports and recommendations of the County Engineer, as well as the County's engineering consultants, CA Group and JE Fuller, and examined the various possible methods of constructing Muller Parkway without the additional land and easements; and

WHEREAS, on April 17, 2025, the Board determined that additional land and easements on land owned by Park Ranch Holdings were necessary to construct Muller Parkway in a manner which is compatible with the greatest public good and the least private injury;

WHEREAS, on April 17, 2025, the Board enacted Resolution 2025R-043, which is incorporated herein by reference, and which authorized the County to acquire the additional land and easements owned by Park Ranch Holdings through eminent domain;

WHEREAS, on or about April 23, 2025, the County commenced an eminent domain action by filing a Verified Complaint in Eminent Domain in the Ninth Judicial District Court, case number 2025-CV-00085 (the "Eminent Domain Action");

WHEREAS, in the Eminent Domain Action, a question arose concerning the legal descriptions of the land authorized to be acquired by Resolution 2025R-043, so the County elected to resolve the issue and clarify the eminent domain area with metes and bounds legal descriptions;

WHEREAS, the County also prepared a new appraisal for the fair market value of the land and easements now defined with metes and bounds;

WHEREAS, on November 5, 2025, consistent with the requirements of NRS 241.034, the County provided notice to Park Ranch Holdings that the County was considering taking the land and easements at issue through the eminent domain process, and that a hearing to consider the process would be held on November 20, 2025;

WHEREAS, on November 20, 2025, the Board conducted a public hearing and reviewed reports and recommendations of the County Engineer, as well as the County's engineering consultants and appraiser; and

WHEREAS, on November 20, 2025, the Board determined that additional land and easements on land owned by Park Ranch Holdings are necessary to construct Muller Parkway in a manner which is compatible with the greatest public good and the least private injury.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Douglas County, Nevada:

Section 1. That the Board intends, through the exercise of the power of eminent domain, to acquire those portions of property, or an interest in those portions of property, owned by Park Ranch Holdings and/or its associated companies, Park Newco and Park Heritage, which are identified and depicted in the attached "**Exhibit A**," which describes and depicts approximately 3.54 acres of right-of-way acquisitions; and the attached "**Exhibit B**," which describes and depicts approximately 6.77 acres of non-exclusive drainage easements (collectively, the "Park Property");

Section 2. That the public use for which the Park Property is to be taken is for the construction and maintenance of Muller Parkway and its associated drainage and irrigation facilities, and to accommodate potential changes to the floodplain as a result of the relocation of flood water.

Section 3. That Muller Parkway and its associated drainage and irrigation improvements are planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

Section 4. That the Park Property is necessary for the completion of Muller Parkway and its associated drainage and irrigation improvements.

Section 5. That offers were made to Park Ranch Holdings and Park Newco to compensate them for the use and/or loss of their real property.

Section 6. That the County is authorized and empowered: (a) to acquire the Park Property, or an interest therein, necessary to construct Muller Parkway and its associated drainage and irrigation improvements by condemnation in accordance with the provisions of Nevada law; (b) to prosecute in the appropriate court, with the aid of the Douglas County District Attorney's Office, such proceedings in eminent domain as are necessary for the acquisition of the Park Property, or an interest therein, to construct Muller Parkway and its associated drainage and irrigation improvements; (c) to deposit the probably amount of compensation for the taking of the Park Property with the appropriate authority; and (d) to make applications to a court of competent jurisdiction for an order permitting Douglas County to take immediate possession and use of the Park Property as allowed by Nevada law.

ADOPTED this ____ day of _____, 2025, by the following vote:

Ayes: Commissioners: _____

_____

_____

_____

_____

Nays: Commissioners: _____

_____

Absent: Commissioners: _____

_____

_____
Sharla Hales, Chair
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans, Douglas County Clerk-Treasurer

EXHIBIT A
Right-of-way Acquisitions

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-27-002-039

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-27-002-039)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 27 and in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 02°19'44" West, a distance of 1,501.55 feet to the **POINT OF BEGINNING**, also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence along said southwesterly right-of-way line South 43°45'29" East, a distance of 408.48 feet to point that intersects the southerly boundary line of A.P.N. 1320-27-002-039 as determined from said Record of Survey for Muller Parkway;

Thence along said southerly boundary line North 89°14'00" West, a distance of 4.21 feet;

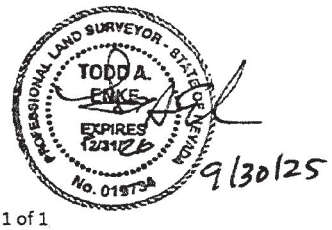
Thence parallel with and 3.00 feet westerly from said westerly right-of-way line North 43°45'29" West, a distance of 402.44 feet to a point on the westerly boundary line of said A.P.N. 1320-27-002-039;

Thence along said westerly boundary line North 00°23'24" East, a distance of 4.31 feet to the **POINT OF BEGINNING**, containing 1,216 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

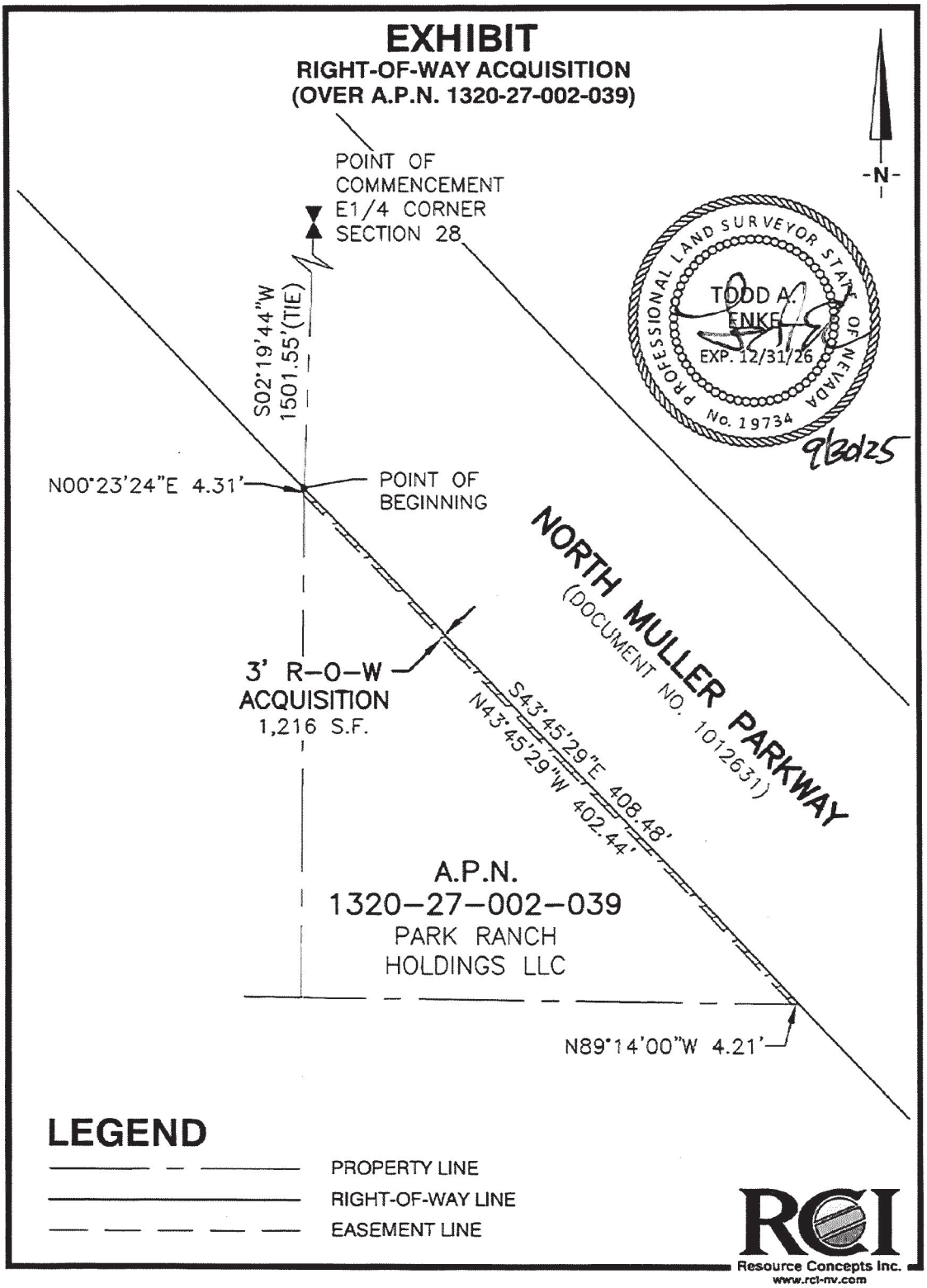
Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-27-002-039



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-039

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-039)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 82°23'02" West, a distance of 1,495.10 feet to the **POINT OF BEGINNING,** also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence leaving said right-of-way line South 00°06'42" West, a distance of 33.60 feet along the easterly property line of A.P.N. 1320-28-000-039;

Thence leaving said property line northwesterly along a curve to the right having a radial bearing of North 47°56'02" East to the center point, a radius of 574.50 feet, a central angle of 02°45'07", and an arc length of 27.59 feet;

Thence North 39°18'51" West, a distance of 114.87 feet to a point 6.50 feet southwesterly from said right-of-way line;

Thence parallel with and 6.50 feet southwesterly from said right-of-way line along a curve to the right having a radial bearing of North 14°19'04" East to the center point, a radius of 136.50 feet, a central angle of 34°32'36", and an arc length of 82.30 feet;

Thence North 47°43'45" West, a distance of 55.23 feet;

Thence North 89°29'25" West, a distance of 57.52 feet;

Thence North 00°30'35" East, a distance of 8.00 feet;

Thence North 89°29'25" West, a distance of 69.31 feet;

Thence North 00°30'35" East, a distance of 6.00 feet to a point on the southerly right-of-way line of Buckeye Road;

Thence along said southerly right-of-way line South 89°29'25" East, a distance of 146.31 feet to a point that intersects the southwesterly right-of-way line of Muller Parkway;

Thence along said southwesterly right-of-way line the following three (3) courses and distances:

Southwesterly along a curve to the left having a radial bearing of North 72°37'18" East to the center point, a radius of 130.00 feet, a central angle of 58°18'14" and an arc length of 132.29 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-039

Southwesterly along a reverse curve to the right having a radius of 100.00 feet, a central angle of 41°35'35" and an arc length of 72.59 feet;

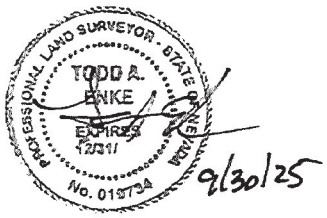
Southwesterly along a reverse curve to the left having a radius of 552.50 feet, a central angle of 05°23'37" and an arc length of 52.01 feet to the POINT OF BEGINNING, containing 5,377 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

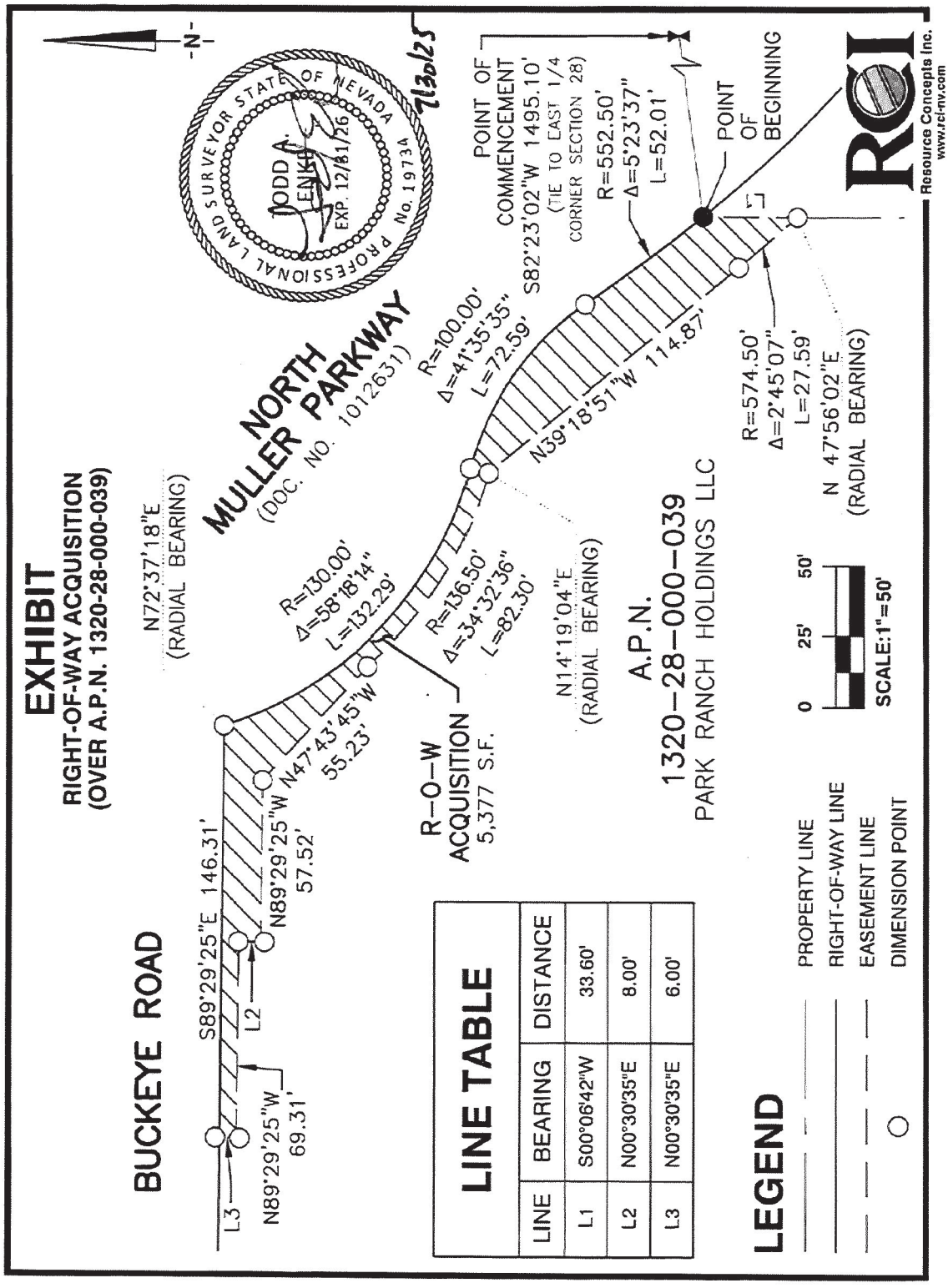
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-039



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the east one-quarter corner of said Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 82°23'02" West, a distance of 1,495.10 feet to the **POINT OF BEGINNING**, also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence along said southwesterly right-of-way line of North Muller Parkway the following four (4) courses and distances:

Southeasterly along a curve to the left having a radial bearing of North 50°31'02" East to the center point, a radius of 552.50 feet, a central angle of 21°00'54", and an arc length of 202.65 feet;

South 60°29'52" East, a distance of 169.48 feet;

Southeasterly along a curve to the right having a radius of 1,297.50 feet, a central angle of 16°44'23", and an arc length of 379.08 feet;

South 43°45'29" East, a distance of 1,186.88 feet to a point that intersects the easterly boundary line of A.P.N. 1320-28-000-040;

Thence along said easterly boundary line South 00°23'24" West, a distance of 8.61 feet;

Thence leaving said easterly boundary line North 43°45'29" West, a distance of 290.93 feet;

Thence South 46°14'31" West, a distance of 16.00 feet;

Thence North 43°45'29" West, a distance of 902.13 feet;

Thence northwesterly along a curve to the left having a radius of 1,275.50 feet, a central angle of 16°44'23", and an arc length of 372.65 feet;

Thence North 60°29'52" West, a distance of 169.48 feet;

Thence northwesterly along a curve to the right having a radius of 574.50 feet, a central angle of 18°25'54" and an arc length of 184.81 feet to the westerly boundary line of A.P.N. 1320-28-000-040;

Thence along said westerly boundary line North 00°06'42" East, a distance of 33.60 feet to the **POINT OF BEGINNING**, containing 37,831 square feet, more or less.

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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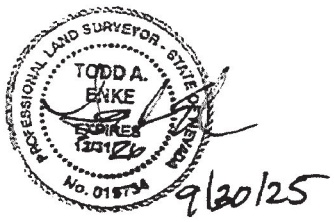


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

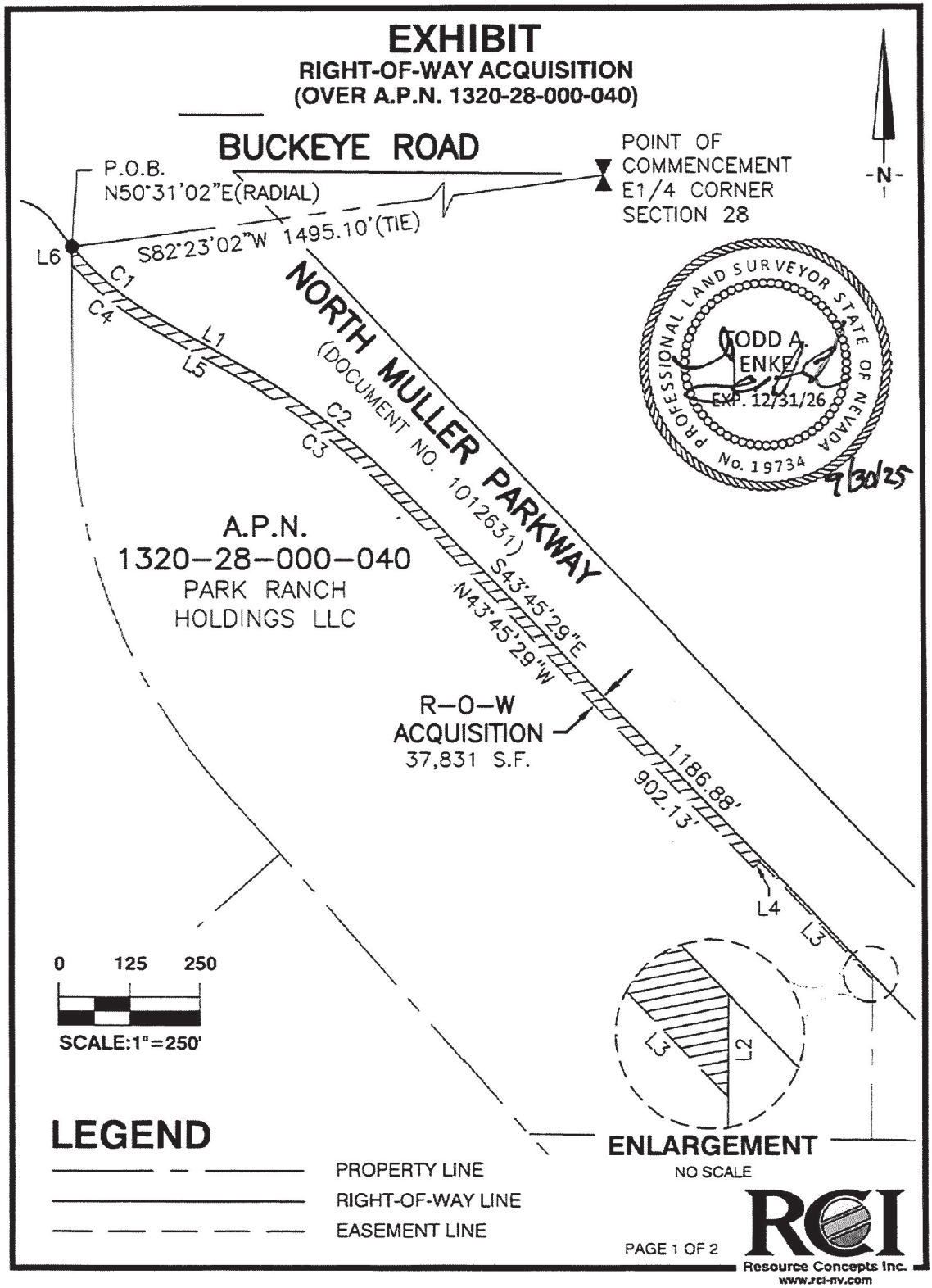


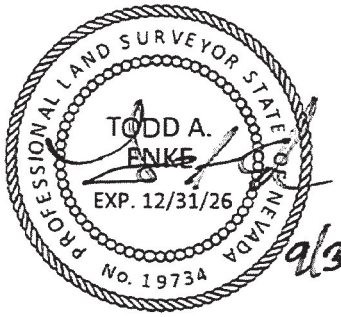
DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-040

EXHIBIT

RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-040)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	202.65'	552.50'	21°00'54"
C2	379.08'	1297.50'	16°44'23"
C3	372.65'	1275.50'	16°44'23"
C4	184.81'	574.50'	18°25'54"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°29'52"E	169.48'
L2	S00°23'24"W	8.61'
L3	N43°45'29"W	290.93'
L4	S46°14'31"W	16.00'
L5	N60°29'52"W	169.48'
L6	N00°06'42"E	33.60'



9/30/25

PAGE 2 OF 2

RCI Resource Concepts Inc.
www.rci-nv.com

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, in a portion of northwest one-quarter (NW1/4) of Section 28 and in a portion of the northeast one-quarter (NE1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING from the northwest corner of Parcel 4 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the southerly right-of-way line of Muller Parkway;

Thence along said southerly right-of-way line the following five (5) courses and distances:

Easterly along a curve to the right having a radial bearing of South 00°30'15" West to the center point, a radius of 1,297.50 feet, a central angle of 31°06'32" and an arc length of 704.48 feet;

South 58°23'13" East, a distance of 131.56 feet;

Easterly along a curve to the left having a radius of 1,402.50 feet, a central angle of 30°59'32" and an arc length of 758.64 feet;

South 89°20'45" East, a distance of 1,226.14 feet;

Easterly along a curve to the right having a radius of 1,297.50 feet, a central angle of 38°04'53" and an arc length of 862.38 feet to the northeast corner of said Parcel 4;

Thence along the easterly boundary line of said Parcel 4 South 00°13'58" West, a distance of 43.67 feet;

Thence leaving said easterly boundary line North 89°59'06" West, a distance of 3.09 feet;

Thence North 00°25'31" East, a distance of 24.30 feet;

Thence westerly along a curve to the left having a radial bearing of South 39°08'11" West to the center point, a radius of 1,280.50 feet, a central angle of 16°32'57" and an arc length of 369.86 feet;

Thence North 22°35'13" East, a distance of 5.00 feet;

Thence westerly along a curve to the left having a radial bearing of South 22°35'13" West to the center point, a radius of 1,285.50 feet, a central angle of 21°57'58" and an arc length of 492.84 feet;

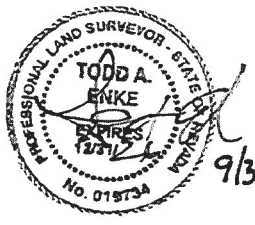
LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

Thence North 89°20'45" West, a distance of 80.07 feet;
Thence South 45°39'15" West, a distance of 32.53 feet;
Thence North 89°20'45" West, a distance of 52.00 feet;
Thence North 44°20'45" West, a distance of 33.94 feet;
Thence North 89°20'45" West, a distance of 741.77 feet;
Thence South 00°02'25" West, a distance of 17.50 feet;
Thence North 89°20'45" West, a distance of 34.00 feet;
Thence North 00°02'25" East, a distance of 16.50 feet;
Thence North 89°20'45" West, a distance of 271.32 feet;
Thence westerly along a curve to the right having a radius of 1,417.45 feet, a central angle of 30°55'33" and an arc length of 765.08 feet;
Thence North 58°23'13" West, a distance of 131.56 feet;
Thence North 31°36'47" East, a distance of 2.00 feet;
Thence westerly along a curve to the left having a radial bearing of South 31°36'47" West to the center point, a radius of 1,287.50 feet, a central angle of 12°02'22" and an arc length of 270.54 feet;
Thence North 19°34'25" East, a distance of 3.00 feet;
Thence westerly along a curve to the left having a radial bearing of South 19°34'25" West to the center point, a radius of 1,290.50 feet, a central angle of 17°37'05" and an arc length of 396.82 feet;
Thence South 01°33'49" West, a distance of 30.90 feet;
Thence North 89°29'15" West, a distance of 32.12 feet to the westerly boundary line of said Parcel 4;
Thence along said westerly boundary line North 00°30'45" East, a distance of 38.30 feet to the **POINT OF BEGINNING**, containing 45,953 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

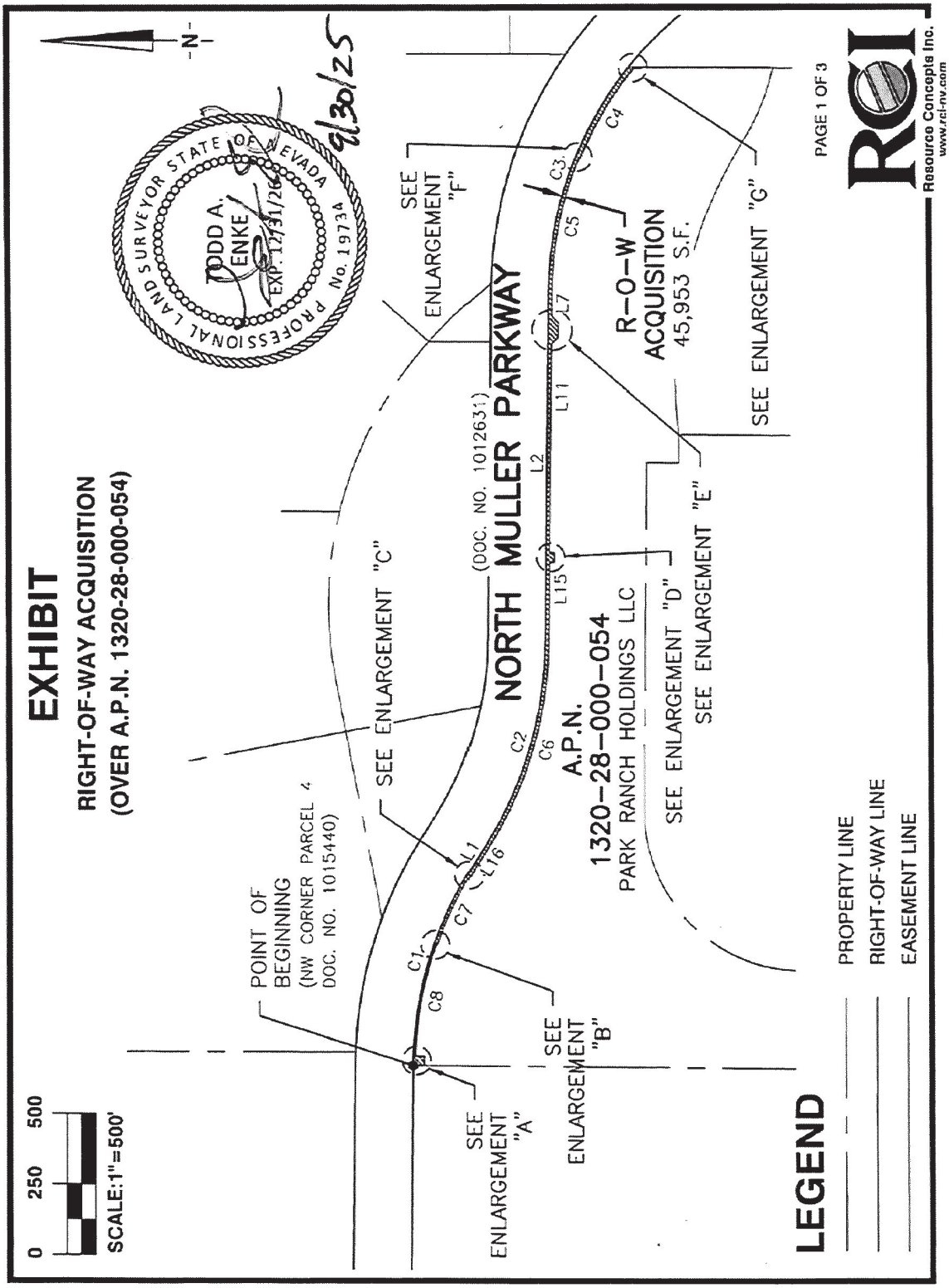


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

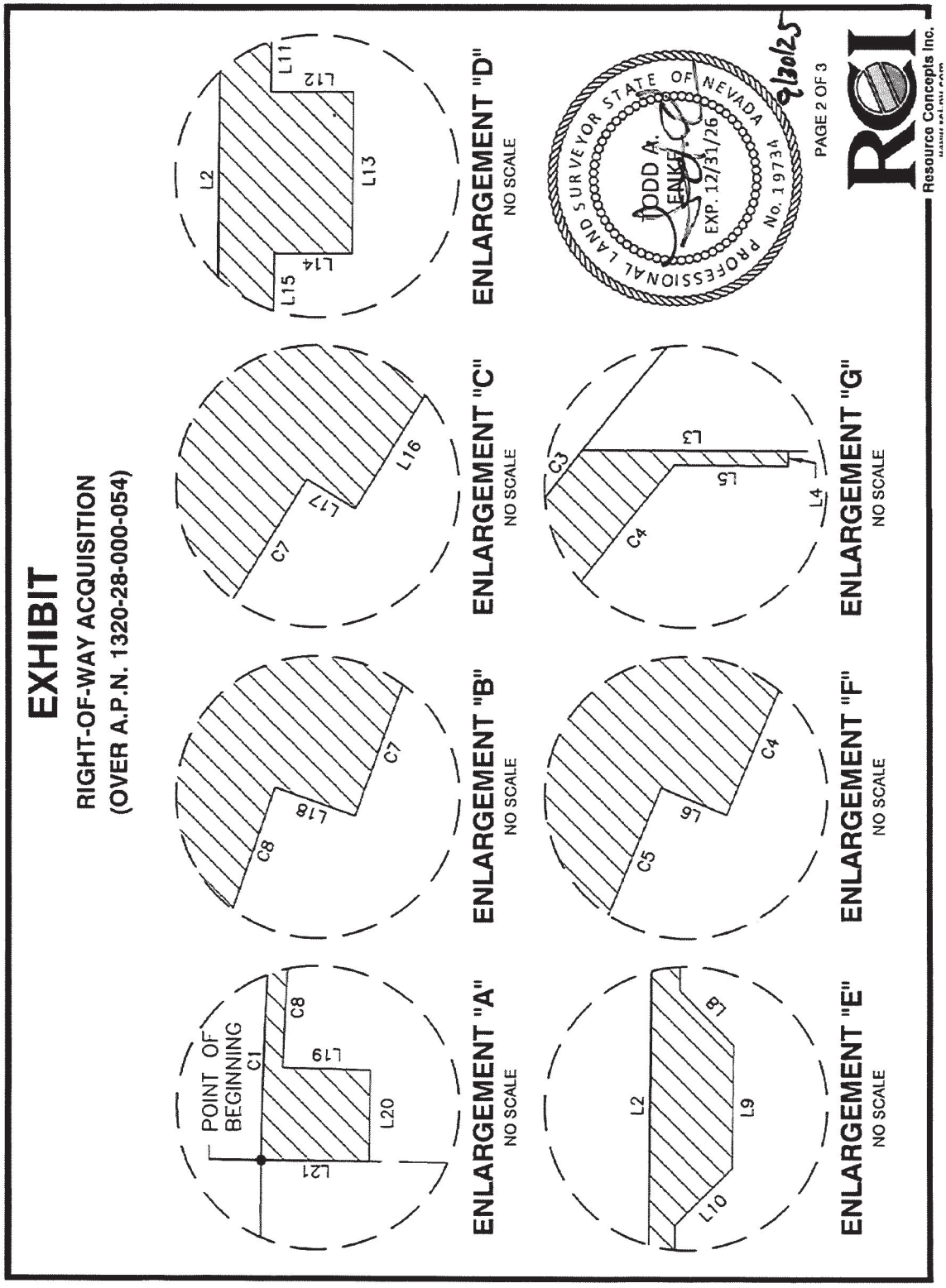


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-054

EXHIBIT

RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-054)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S58°23'13"E	131.56'
L2	S89°20'45"E	1226.14'
L3	S00°13'58"W	43.67'
L4	N89°59'06"W	3.09'
L5	N00°25'31"E	24.30'
L6	N22°35'13"E	5.00'
L7	N89°20'45"W	80.07'
L8	S45°39'15"W	32.53'
L9	N89°20'45"W	52.00'
L10	N44°20'45"W	33.94'
L11	N89°20'45"W	741.77'

LINE TABLE

LINE	BEARING	DISTANCE
L12	S00°02'25"W	17.50'
L13	N89°20'45"W	34.00'
L14	N00°02'25"E	16.50'
L15	N89°20'45"W	271.32'
L16	N58°23'13"W	131.56'
L17	N31°36'47"E	2.00'
L18	N19°34'25"E	3.00'
L19	S01°33'49"W	30.90'
L20	N89°29'15"W	32.12'
L21	N00°30'45"E	38.30'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	704.48'	1297.50'	31°06'32"
C2	758.64'	1402.50'	30°59'32"
C3	862.38'	1297.50'	38°04'53"
C4	369.86'	1280.50'	16°32'57"
C5	492.84'	1285.50'	21°57'58"
C6	765.08'	1417.45'	30°55'33"
C7	270.54'	1287.50'	12°02'22"
C8	396.82'	1290.50'	17°37'05"

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. LENKE
EXP. 12/31/26
No. 19734

12/30/25

PAGE 3 OF 3

RCI Resource Concepts Inc.

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-055)

All that certain real property situate in a portion of the northwest one-quarter (NW1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA A

BEGINNING from the northwest corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the southwesterly right-of-way line of North Muller Parkway;

Thence southeasterly along said southwesterly right-of-way line on a curve to the right having a radial bearing of South 38°42'08" West to the center point, a radius of 1,297.50 feet, a central angle of 16°02'14", and an arc length of 363.18 feet;

Thence leaving said southwesterly right-of-way line North 80°23'07" West, a distance of 37.07 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 53°33'39" West to the center point, a radius of 1,271.50 feet, a central angle of 02°23'39" and an arc length of 53.13 feet;

Thence North 05°02'52" East, a distance of 35.70 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 50°01'47" West, a radius of 1,296.50 feet, a central angle of 06°34'25" and an arc length of 148.75 feet;

Thence South 00°21'45" West, a distance of 17.25 feet;

Thence South 89°59'46" West, a distance of 27.34 feet;

Thence North 00°23'15" East, a distance of 36.92 feet;

Thence northwesterly along a curve to the left having a radial bearing of South 41°58'51" West to the center point, a radius of 1,292.50 feet, a central angle of 01°49'31" and an arc length of 41.17 feet;

Thence South 00°25'31" West, a distance of 18.95 feet;

Thence North 89°59'06" West, a distance of 22.23 feet to a point on the westerly boundary line of said Parcel 5;

Thence along said westerly boundary line North 00°13'58" East, a distance of 43.67 feet to the **POINT OF BEGINNING**, containing 4,072 square feet, more or less.

TOGETHER WITH:

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

AREA B

COMMENCING from the southeast corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the westerly right-of-way line of Muller Parkway;

Thence along said westerly right-of-way line North 23°49'39" West, a distance of 556.46 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly right-of-way line South 66°10'21" West, a distance of 5.00 feet;

Thence North 23°49'39" West, a distance of 200.00 feet;

Thence North 66°10'21" East, a distance of 5.00 feet to a point of said westerly right-of-way line;

Thence along said westerly right-of-way line South 23°49'39" East, a distance of 200.00 feet to the POINT OF BEGINNING,. Containing 1,000 square feet, more or less.

TOGETHER WITH:

AREA C

BEGINNING from the southeast corner of Parcel 5 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point on the westerly right-of-way line of Muller Parkway;

Thence along the southerly boundary line of said Parcel 5 North 89°46'02" West, a distance of 6.57 feet;

Thence leaving said southerly boundary line North 23°49'39" West, a distance of 179.14 feet;

Thence North 66°10'21" East, a distance of 6.00 feet to a point on said westerly right-of-way line;

Thence along said westerly right-of-way line South 23°49'39" East, a distance of 181.82 feet to the POINT OF BEGINNING, containing 1,083 square feet, more or less.

Resultant acreage of the combined Areas is 6,155 square feet.

See EXHIBIT attached hereto and made a part hereof.

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600

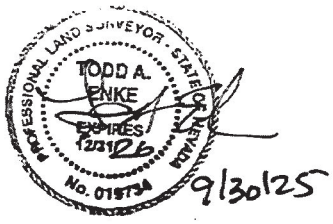


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

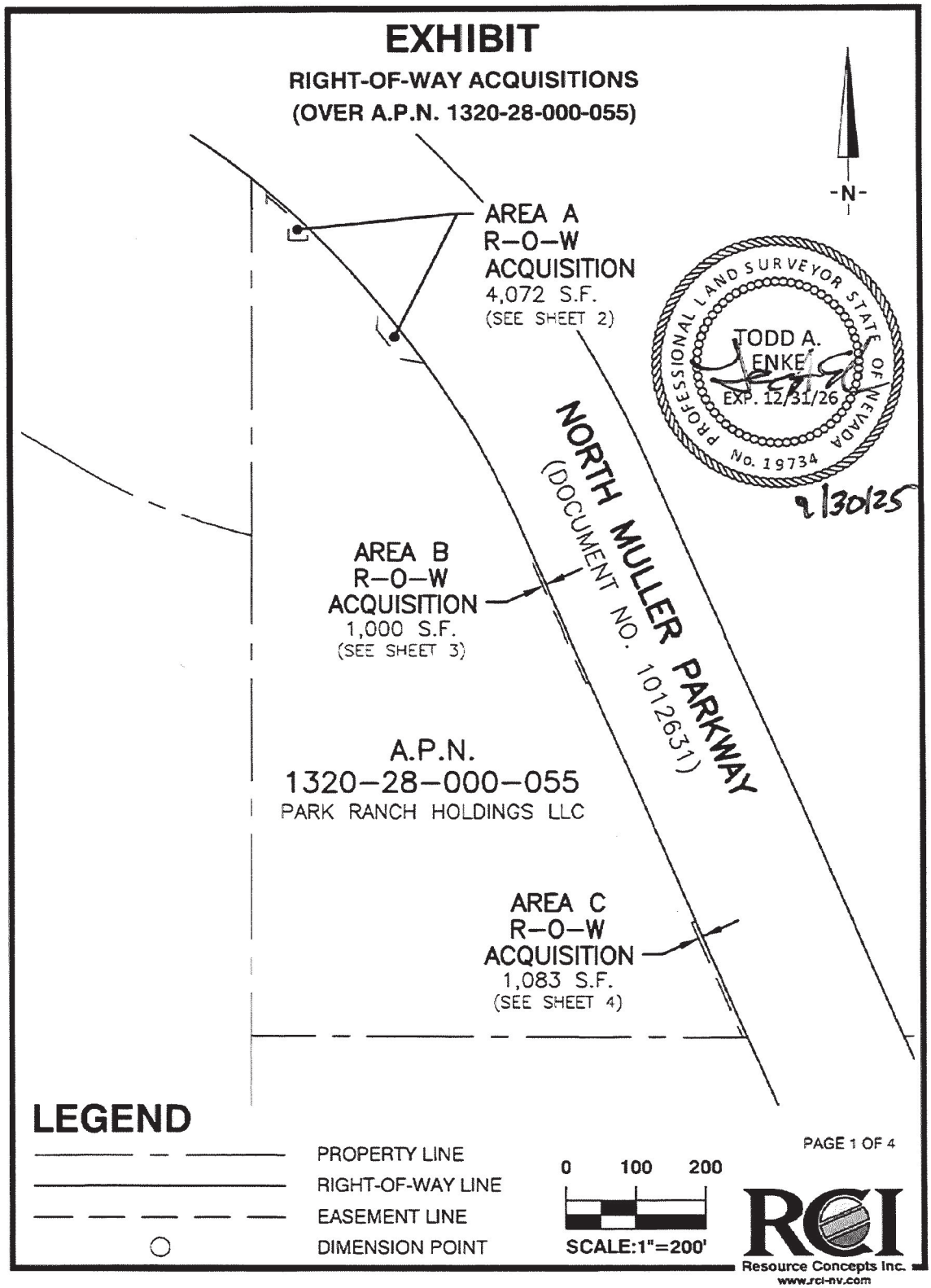
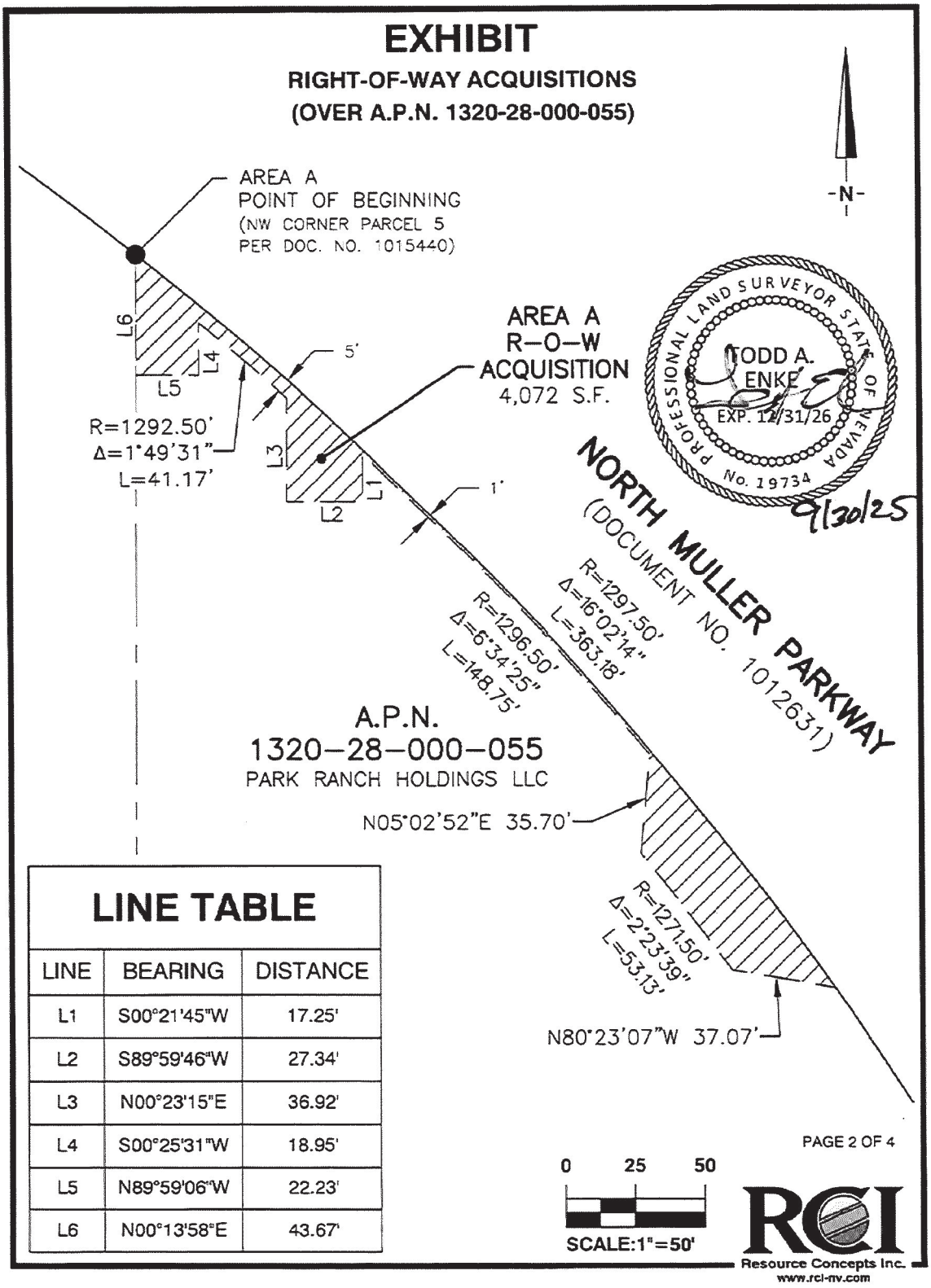


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°21'45"W	17.25'
L2	S89°59'46"W	27.34'
L3	N00°23'15"E	36.92'
L4	S00°25'31"W	18.95'
L5	N89°59'06"W	22.23'
L6	N00°13'58"E	43.67'

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055

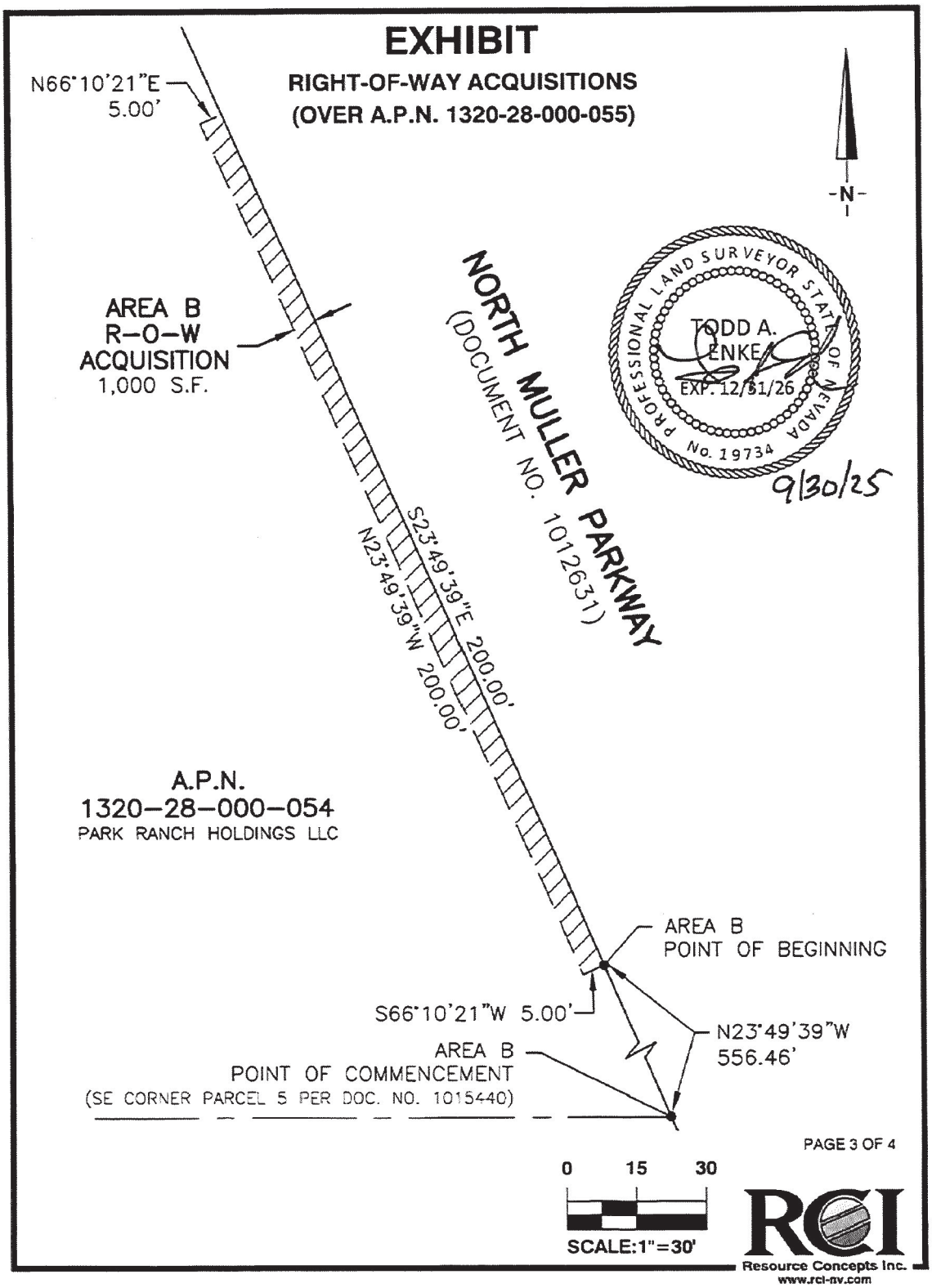
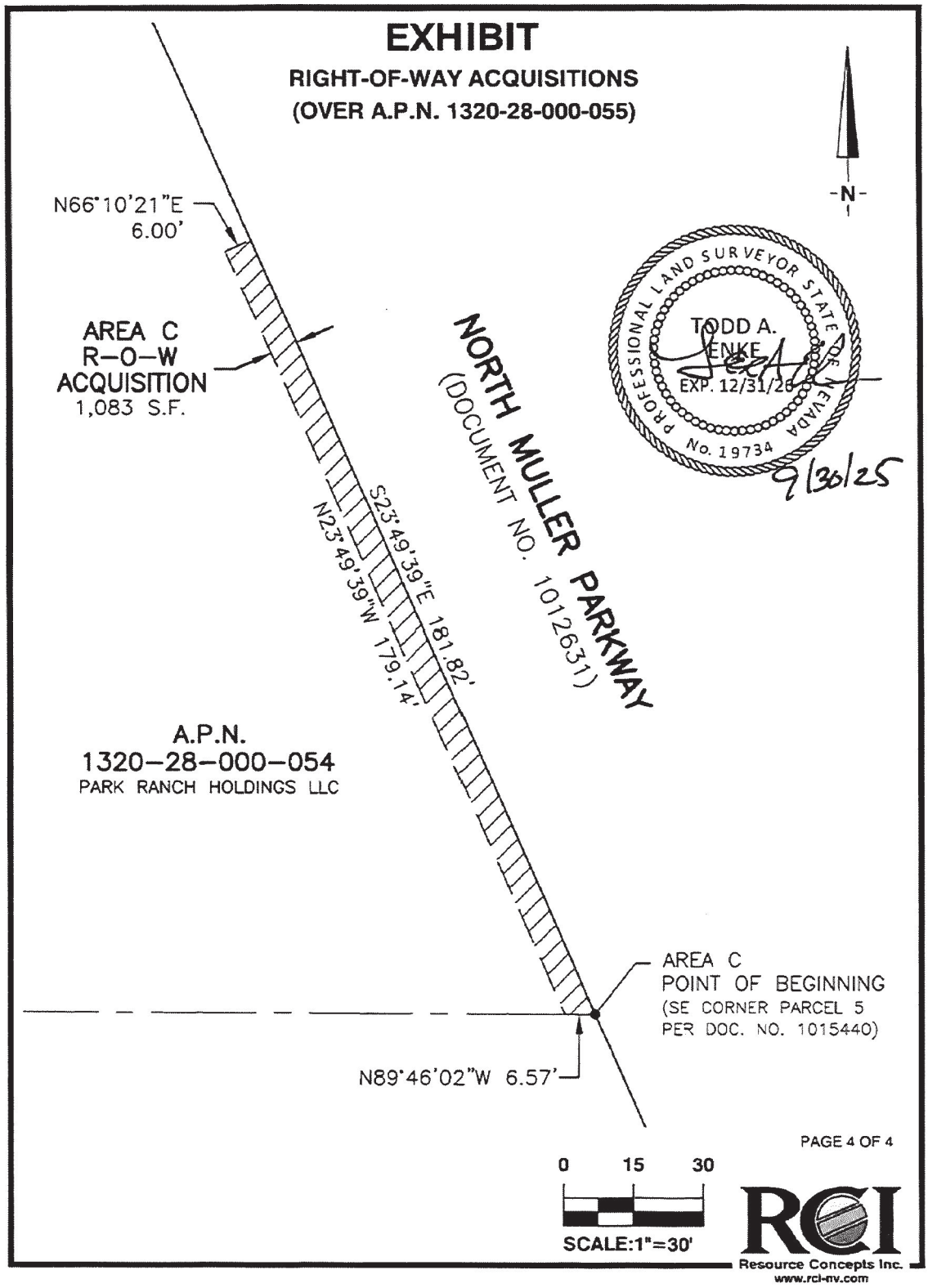


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-055



LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)

All that certain real property situate in a portion of the northeast one-quarter (NE1/4) of Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

BEGINNING from the northeast corner of Parcel 6 of the Record of Survey to Support a Boundary Line Adjustment for Park Ranch Holdings, LLC filed for record December 4, 2024 as document no. 1015440 in the office of the Douglas County Recorder, said corner also being a point the westerly right-of-way line of North Muller Parkway;

Thence along said westerly right-of-way line the following three (3) courses and distances:

South 23°49'39" East, a distance of 958.94 feet;

Southerly along a curve to the right having a radius of 100.00 feet, a central angle of 48°27'57" and an arc length of 84.59 feet;

Southerly along a reverse curve to the left having a radius of 130.00 feet, a central angle of 5°51'24" and an arc length of 13.29 feet to a point on the northerly right-of-way line of Buckeye Road;

Thence along said northerly right-of-way line of Buckeye Road North 89°29'25" West, a distance of 57.85 feet;

Thence leaving said northerly right-of-way line North 00°30'35" East, a distance of 20.50 feet;

Thence parallel with and 20.50 feet northerly from said northerly right-of-way line of Buckeye Road South 89°29'25" East, a distance of 37.55 feet;

Thence parallel with and 26.25 feet westerly from said westerly right-of-way line of North Muller Parkway the following three (3) courses and distances:

Northeasterly along a curve to the right having a radial bearing of South 66°24'29" East to the center point, a radius of 156.25 feet, a central angle of 01°02'47", and an arc length of 2.85 feet;

Northerly along a reverse curve to the left having a radius of 73.75 feet, a central angle of 48°27'57", and an arc length of 62.38 feet;

North 23°49'39" West, a distance of 145.97 feet;

Thence North 16°46'23" West, a distance of 99.74 feet;
Thence North 66°10'21" East, a distance of 11.00 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

Thence North 23°49'39" West, a distance of 223.78 feet;
Thence South 66°10'21" West, a distance of 7.00 feet;
Thence North 23°49'39" West, a distance of 274.74 feet;
Thence North 68°49'39" West, a distance of 34.65 feet;
Thence North 23°49'39" West, a distance of 55.00 feet;
Thence North 21°10'21" East, a distance of 37.48 feet;
Thence North 23°49'39" West, a distance of 85.15 feet;
Thence South 66°10'09" West, a distance of 15.50 feet;
Thence North 23°49'51" West, a distance of 25.30 feet;
Thence North 66°10'09" East, a distance of 17.50 feet;
Thence North 23°49'39" West, a distance of 1.69 feet to a point on the northerly boundary line of said Parcel 6;

Thence along said northerly boundary line South 89°46'02" East, a distance of 6.57 feet to the **POINT OF BEGINNING**, containing 16,644 square feet more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

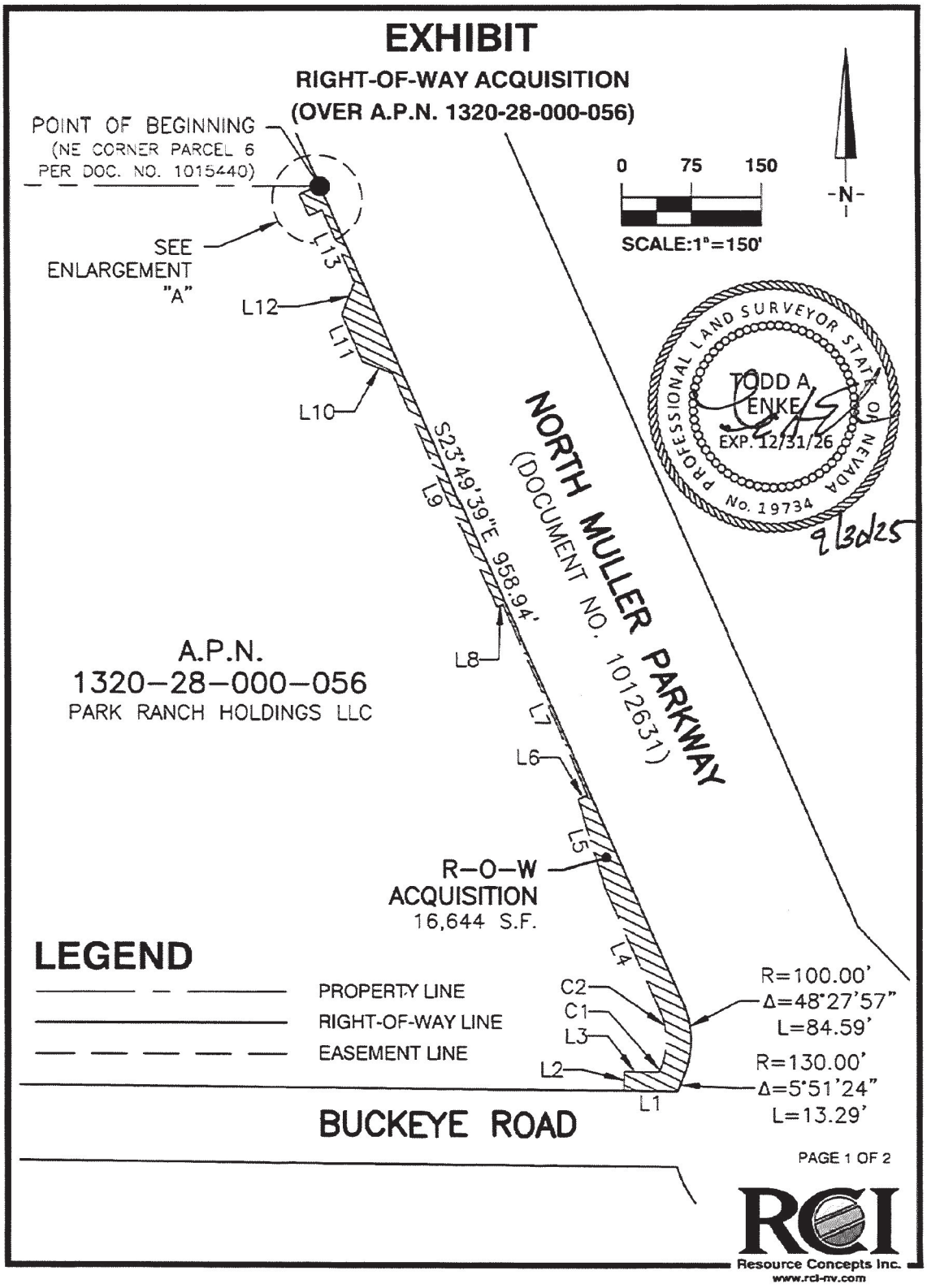


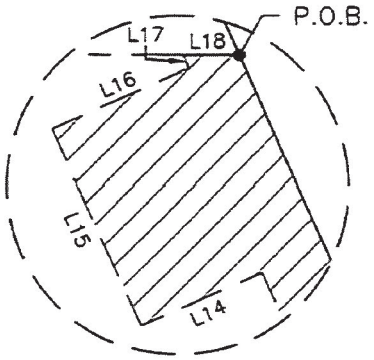
DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-28-000-056

EXHIBIT

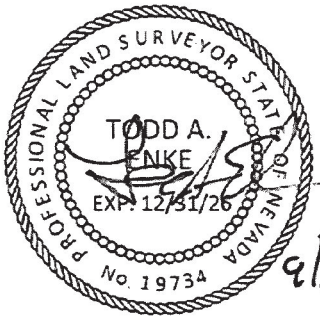
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-28-000-056)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°29'25"W	57.85'
L2	N00°30'35"E	20.50'
L3	S89°29'25"E	37.55'
L4	N23°49'39"W	145.97'
L5	N16°46'23"W	99.74'
L6	N66°10'21"E	11.00'
L7	N23°49'39"W	223.78'
L8	S66°10'21"W	7.00'
L9	N23°49'39"W	274.74'
L10	N68°49'39"W	34.65'
L11	N23°49'39"W	55.00'
L12	N21°10'21"E	37.48'
L13	N23°49'39"W	85.15'
L14	S66°10'09"W	15.50'
L15	N23°49'51"W	25.30'
L16	N66°10'09"E	17.50'
L17	N23°49'39"W	1.69'
L18	S89°46'02"E	6.57'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	2.85'	156.25'	1°02'47"
C2	62.38'	73.75'	48°27'57"



ENLARGEMENT "A"
NO SCALE



9/30/25

PAGE 2 OF 2

RCI
Resource Concepts Inc.
www.rci-nv.com

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

DESCRIPTION
RIGHT-OF-WAY ACQUISITION
(OVER A.P.N. 1320-34-001-035)

All that certain real property situate in a portion of the northwest one-quarter (NW1/4) of Section 34, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA A

COMMENCING from the east one-quarter (E1/4) corner of Section 28 as shown on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence South 07°01'59" East, a distance of 1,808.95 feet to the **POINT OF BEGINNING,** also being a point on the westerly right-of-way line of North Muller Parkway;

Thence along said westerly right-of-way line South 43°45'29" East, a distance of 80.00 feet;

Thence leaving said westerly right-of-way line South 46°14'31" West, a distance of 3.00 feet;

Thence parallel with and 3.00 feet west of said westerly right-of-way line North 43°45'29 West, a distance of 82.95 feet to the northerly boundary line of A.P.N 1320-34-001-035 as shown on said Record of Survey for Muller Parkway;

Thence along said northerly boundary line South 89°14'00" East, a distance of 4.21 feet to the **POINT OF BEGINNING**, containing 244 square feet more or less.

TOGETHER WITH:

AREA B

COMMENCING from the west one-quarter (W1/4) corner of Section 34 as shown as the northwest corner for A.P.N. 1320-34-002-054 on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said A.P.N. 1320-34-002-054 South 89°17'00" East, a distance of 1,119.20 feet to a point on the westerly right-of-way line of said Record of Survey for Muller Parkway;

Thence along said westerly right-of-way line North 00°59'27" East, a distance of 964.06 feet to the **POINT OF BEGINNING**;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

Thence leaving said westerly right-of-way line North 89°00'33" West, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 203.21 feet;
Thence North 89°00'33" West, a distance of 5.00 feet;
Thence North 00°59'27" East, a distance of 195.61 feet;
Thence North 89°00'33" West, a distance of 11.00 feet;
Thence North 00°59'27" East, a distance of 434.48 feet;
Thence North 89°00'33" West, a distance of 25.00 feet;
Thence North 00°59'27" East, a distance of 45.00 feet;
Thence South 89°00'33" East, a distance of 27.00 feet;
Thence North 00°59'27" East, a distance of 192.16 feet;
Thence North 36°54'54" West, a distance of 41.08 feet;

Thence along a curve to the left having a radial bearing of South 89°08'12" West to the center point, a radius of 1,404.00 feet, a central angle of 02°06'12" and an arc length of 51.54 feet;

Thence North 33°05'06" East, a distance of 45.91 feet;

Thence along a curve to the left having a radial bearing of South 85°32'51" West to the center point, a radius of 1,431.50 feet, a central angle of 09°49'49" and an arc length of 245.60 feet;

Thence North 75°43'02" East, a distance of 8.00 feet;

Thence along a curve to the left having a radial bearing of South 75°43'02" West to the center point, a radius of 1,439.50 feet, a central angle of 15°15'56" and an arc length of 383.53 feet;

Thence North 60°27'06" East, a distance of 3.00 feet;

Thence along a curve to the left having a radial bearing of South 60°27'06" West to the center point, a radius of 1,442.50 feet, a central angle of 14°12'36" and an arc length of 357.75 feet;

Thence North 46°14'31" East, a distance of 3.00 feet;
Thence North 43°45'29" West, a distance of 252.82 feet;
Thence North 88°45'29" West, a distance of 41.01 feet;
Thence North 43°45'29" West, a distance of 52.00 feet;

Thence North 01°14'31" East, a distance of 43.84 feet to a point on said westerly right-of-way line;

Thence along said westerly right-of-way line the following three (3) courses and distances:

South 43°45'29" East, a distance of 364.82 feet;

Southeasterly along a curve the right having a radius of 1,447.50 feet, a central angle of 44°44'57" and an arc length of 1,130.53 feet;

LEGAL DESCRIPTION OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

South 00°59'27" West, a distance of 1,057.43 feet to the **POINT OF BEGINNING**, containing 34,146 square feet, more or less.

TOGETHER WITH:

AREA C

COMMENCING from the west one-quarter (W1/4) corner of Section 34 as shown as the northwest corner for A.P.N. 1320-34-002-054 on the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said A.P.N. 1320-34-002-054 South 89°17'00" East, a distance of 1,112.20 feet to the **POINT OF BEGINNING**;

Thence North 00°59'27" East, a distance of 573.06 feet;

Thence South 89°00'33" East, a distance of 5.00 feet;

Thence North 00°59'27" East, a distance of 179.88 feet;

Thence North 44°00'33" West, a distance of 38.89 feet;

Thence North 00°59'27" East, a distance of 49.00 feet;

Thence North 45°59'27" East, a distance of 41.72 feet to a point on the westerly right-of-way line of Muller Parkway;

Thence along said westerly right-of-way line South 00°59'27" West, a distance of 858.91 feet to a point that intersects said northerly boundary line of A.P.N. 1320-34-002-054;

Thence along said northerly boundary line North 89°17'00" West, a distance of 7.00 feet to the POINT OF BEGINNING, containing 6,685 square feet, more or less.

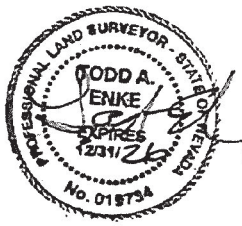
Resultant acreage of the combined Areas is 41,075 square feet.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings

The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



9/30/25

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

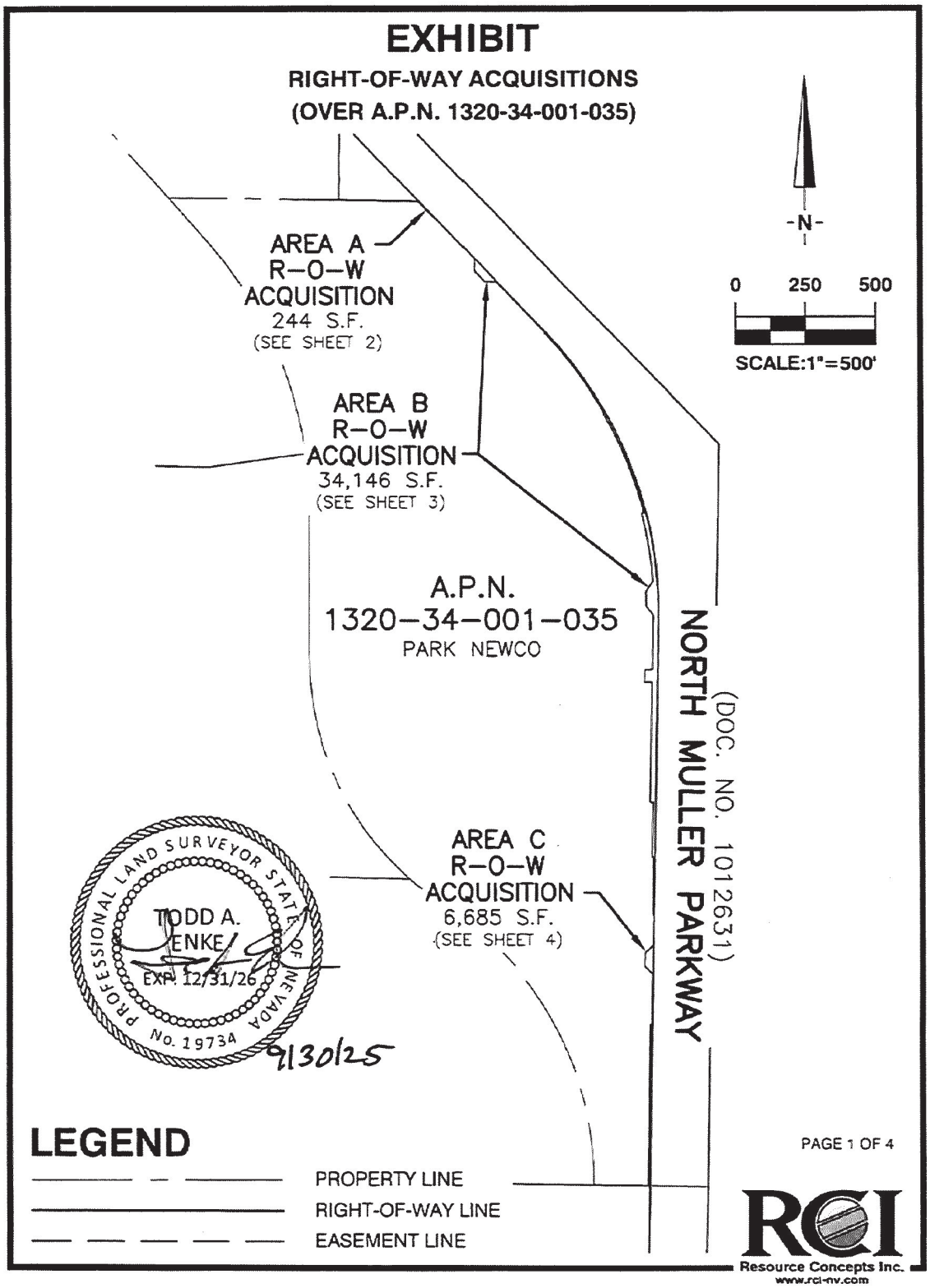


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035

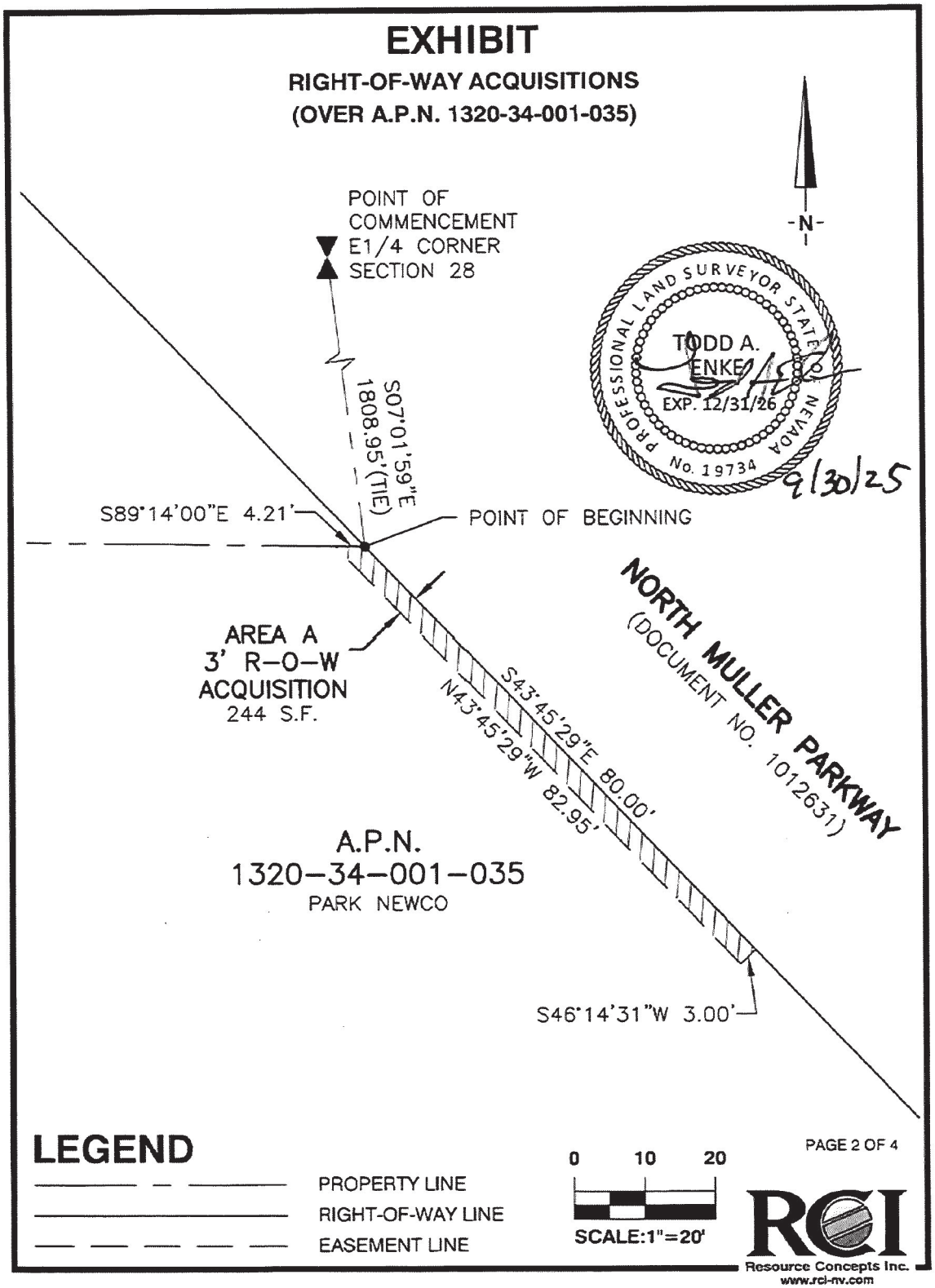
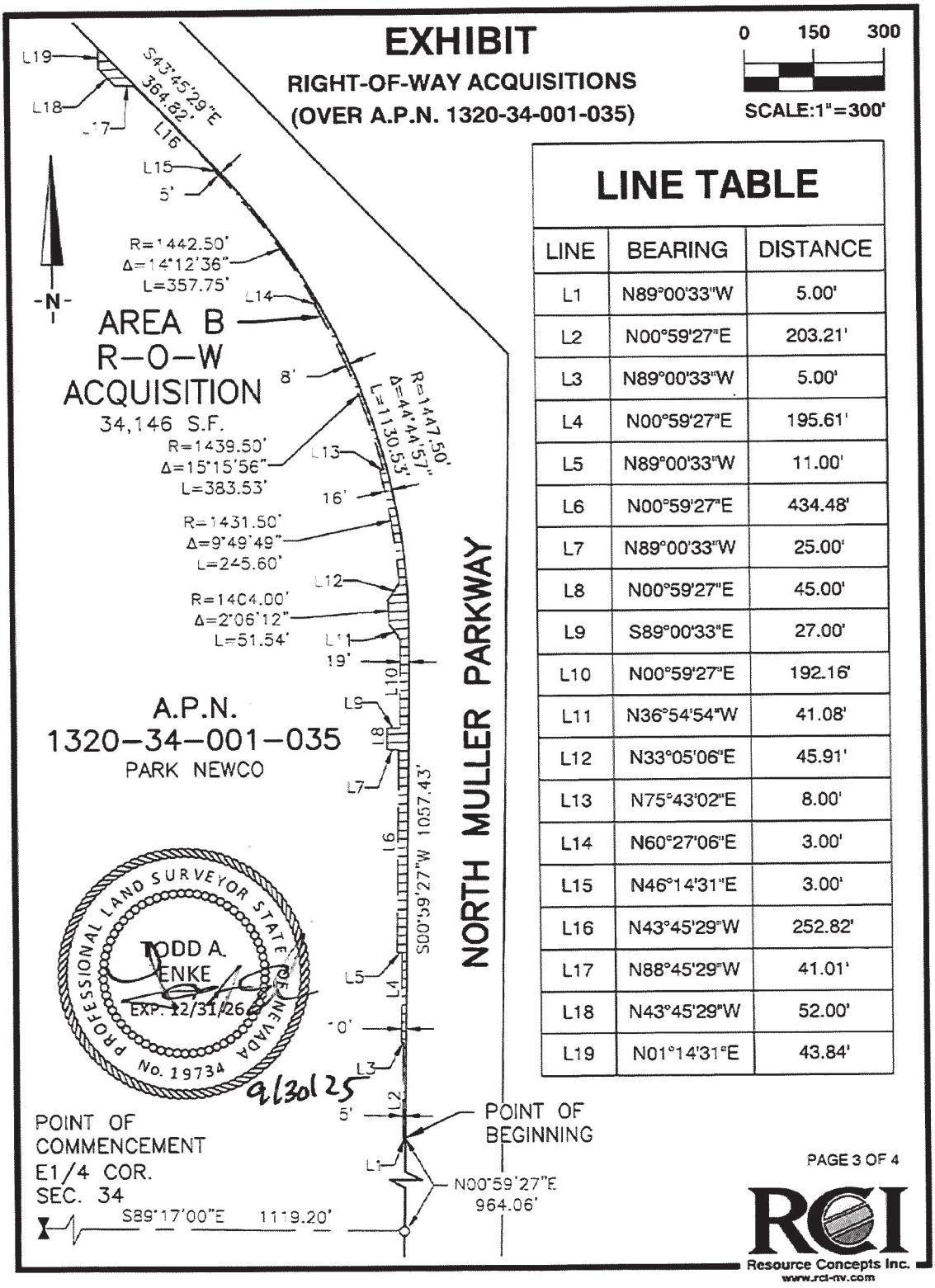


DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-001-035



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°00'33"W	5.00'
L2	N00°59'27"E	203.21'
L3	N89°00'33"W	5.00'
L4	N00°59'27"E	195.61'
L5	N89°00'33"W	11.00'
L6	N00°59'27"E	434.48'
L7	N89°00'33"W	25.00'
L8	N00°59'27"E	45.00'
L9	S89°00'33"E	27.00'
L10	N00°59'27"E	192.16'
L11	N36°54'54"W	41.08'
L12	N33°05'06"E	45.91'
L13	N75°43'02"E	8.00'
L14	N60°27'06"E	3.00'
L15	N46°14'31"E	3.00'
L16	N43°45'29"W	252.82'
L17	N88°45'29"W	41.01'
L18	N43°45'29"W	52.00'
L19	N01°14'31"E	43.84'

DIAGRAM OF FEE TAKE TO BE ACQUIRED FROM APN 1320-34-000-035

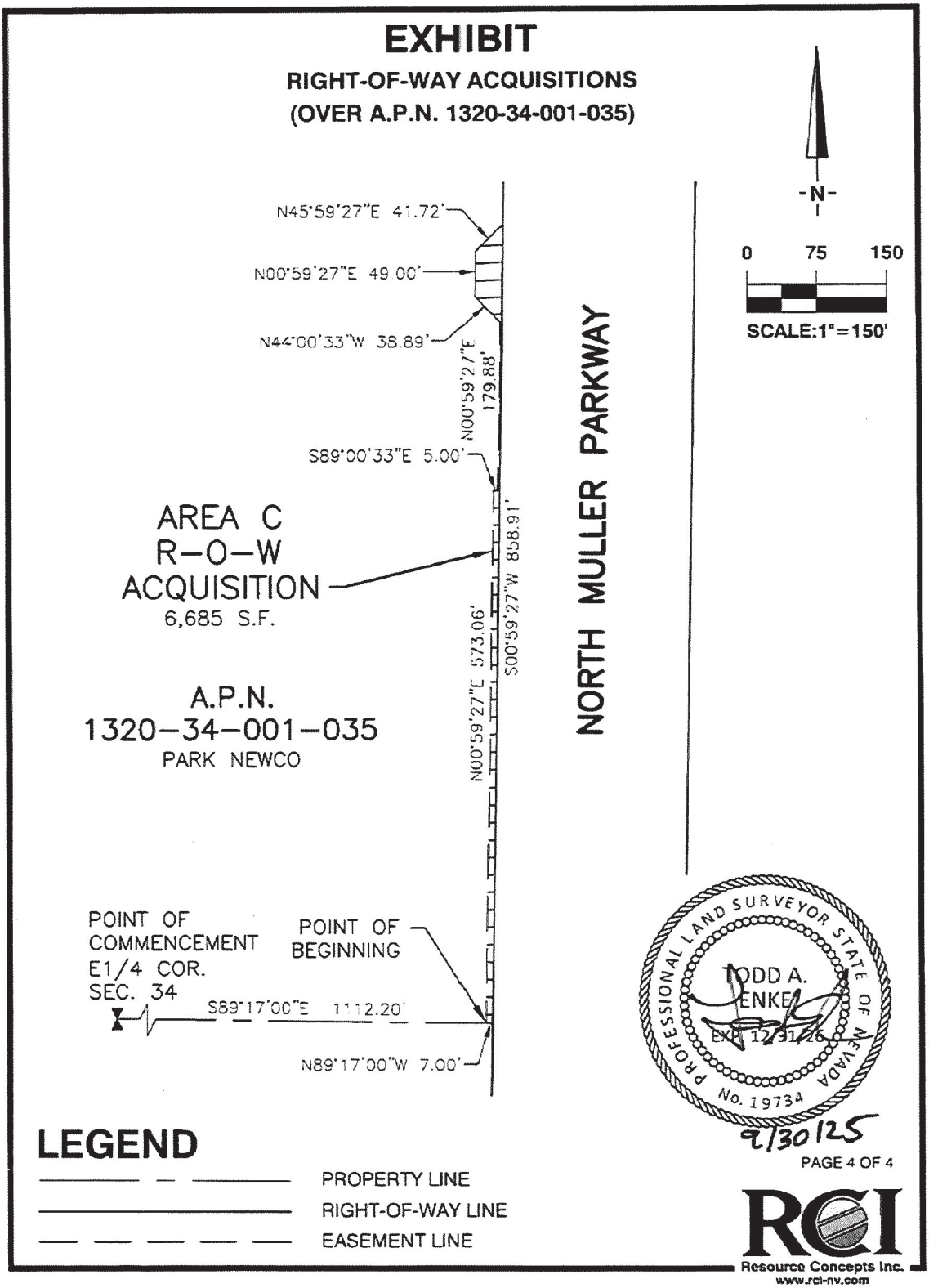


EXHIBIT B

Non-exclusive Drainage Easements

NON-EXCLUSIVE DRAINAGE EASEMENTS (APN'S 1320-20-000-022, 1320-20-000-023, 1320-21-000-015, 1320-21-000-017, & 1320-21-000-019)

APNs: _____

RECORDED AT THE REQUEST OF:
Douglas County, Nevada
Community Development Department
Post Office Box 218
Minden, Nevada 89423

NON-EXCLUSIVE DRAINAGE EASEMENT

DOUGLAS COUNTY, a political subdivision of the State of Nevada and its successors and assigns ("Douglas County") hereby acquires non-exclusive drainage easements as follows:

a. The non-exclusive drainage easements are located on, over, and across the properties owned by Park Ranch Holdings, LLC, Park Newco, and Park Heritage (collectively, the "Landowner") in the locations more particularly described as set forth in **Exhibit A** (the "Easement Areas").

b. The non-exclusive drainage easements are for the purpose of facilitating the construction and operation of Muller Parkway and its associated improvements and to accommodate changes to the floodplain shown from the floodplain modeling resulting from the construction of Muller Parkway which has the potential (a 1% chance) to cause an adverse impact as defined by Douglas County Code to the Easement Areas.

c. The Easement Areas will only be used in the 1% chance of a 100-year storm event.

The Landowner, and its successors and assigns, retains all rights arising from or incidental to the ownership of the properties, including the right to develop the properties and engage in all uses of the properties that are not prohibited by law.

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-20-000-022)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the southeast corner of Parcel 25 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the southerly boundary line of said Parcel 25 South 79°13'48" West, a distance of 226.78 feet to the **POINT OF BEGINNING**;

Thence continuing along said southerly boundary line the following two (2) courses and distances:

South 79°13'48" West, a distance of 449.88 feet;

Westerly along a curve to the left having a radial bearing South 20°29'22" West to the center point, a radius of 1,502.50 feet, a central angle of 05°53'41" and an arc length of 154.58 feet;

Thence leaving said southerly boundary line North 33°41'19" West, a distance of 74.71 feet;
Thence North 10°18'12" West, a distance of 73.38 feet;
Thence North 04°05'03" West, a distance of 46.06 feet;
Thence North 00°00'05" East, a distance of 124.70 feet;
Thence North 14°02'15" East, a distance of 13.53 feet;
Thence North 45°00'02" East, a distance of 13.92 feet;
Thence South 84°25'38" East, a distance of 183.20 feet;
Thence South 42°16'21" East, a distance of 55.79 feet;
Thence South 16°41'52" East, a distance of 34.26 feet;
Thence South 85°36'03" East, a distance of 81.01 feet;
Thence South 66°22'11" East, a distance of 90.93 feet;
Thence South 56°18'32" East, a distance of 50.08 feet;
Thence South 03°48'46" East, a distance of 64.25 feet;
Thence South 89°59'59" East, a distance of 26.25 feet;
Thence South 83°39'34" East, a distance of 29.72 feet;
Thence South 40°36'00" East, a distance of 30.25 feet;
Thence South 88°01'29" East, a distance of 95.22 feet;

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022

Thence South 44°59'56" East, a distance of 23.20 feet;
Thence South 21°48'00" East, a distance of 19.50 feet to the POINT OF BEGINNING, containing 138,087 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600

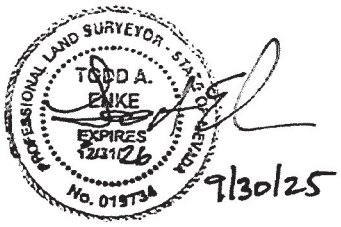
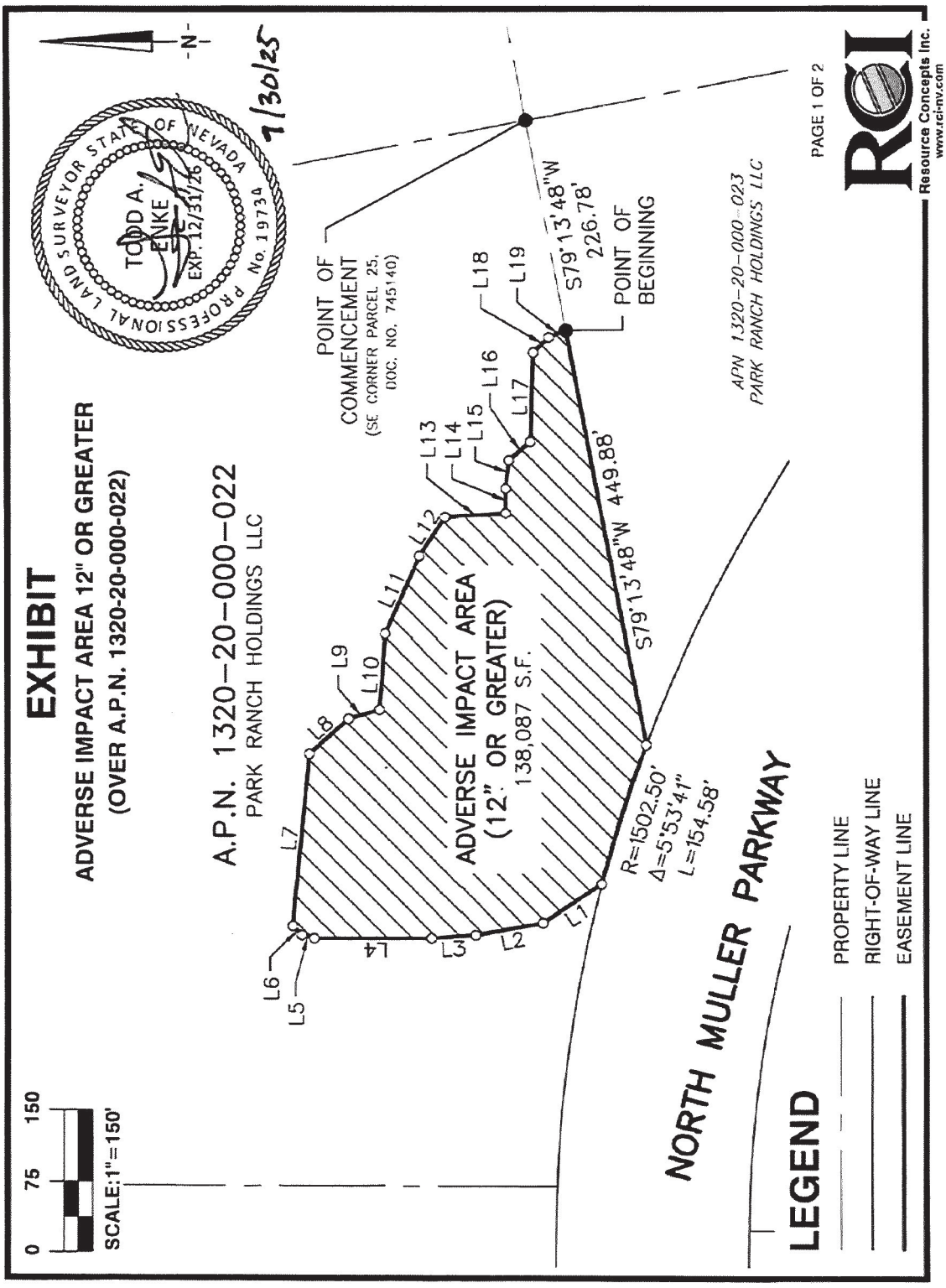


DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-022



EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-20-000-022)

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. PINKE
EXP. 12/31/26
No. 19734
9/30/25

LINE TABLE

LINE	BEARING	DISTANCE
L1	N33°41'19"W	74.71'
L2	N10°18'12"W	73.38'
L3	N04°05'03"W	46.06'
L4	N00°00'05"E	124.70'
L5	N14°02'15"E	13.53'
L6	N45°00'02"E	13.92'

LINE TABLE

LINE	BEARING	DISTANCE
L7	S84°25'38"E	183.20'
L8	S42°16'21"E	55.79'
L9	S16°41'52"E	34.26'
L10	S85°36'03"E	81.01'
L11	S66°22'11"E	90.93'
L12	S56°18'32"E	50.08'

LINE TABLE

LINE	BEARING	DISTANCE
L13	S03°48'46"E	64.25'
L14	S89°59'59"E	26.25'
L15	S83°39'34"E	29.72'
L16	S40°36'00"E	30.25'
L17	S88°01'29"E	95.22'
L18	S44°59'56"E	23.20'
L19	S21°48'00"E	19.50'

PAGE 2 OF 2

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LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-023

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-20-000-023)

All that certain real property situate in a portion of the southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northeast corner of Parcel 21 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 21 South 79°13'48" West, a distance of 226.78 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary line South 33°41'27" West, a distance of 9.32 feet;

Thence South 74°03'18" West, a distance of 23.89 feet;
Thence South 00°00'05" West, a distance of 22.97 feet;
Thence South 78°41'22" East, a distance of 16.73 feet;
Thence South 29°03'11" East, a distance of 33.79 feet;
Thence South 02°17'21" East, a distance of 82.10 feet;
Thence South 01°14'38" East, a distance of 150.99 feet;
Thence South 11°21'08" West, a distance of 19.60 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence along said northerly right-of-way line the following three (3) courses and distances:

Westerly along a curve to the right having a radial bearing of North 27°33'51" East to the center point, a radius of 1,197.50 feet, a central angle of 04°02'56" and an arc length of 84.63 feet;

North 58°23'13" West, a distance of 131.56 feet;

Westerly along a curve to the left having a radius of 1,502.50 feet, a central angle of 11°07'24" and an arc length of 291.70 feet to the said northerly boundary line of Parcel 21;

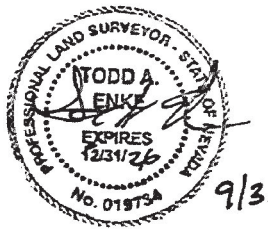
Thence along said northerly boundary line North 79°13'48" East, a distance of 447.78 feet to the **POINT OF BEGINNING**, containing 67,459 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-023

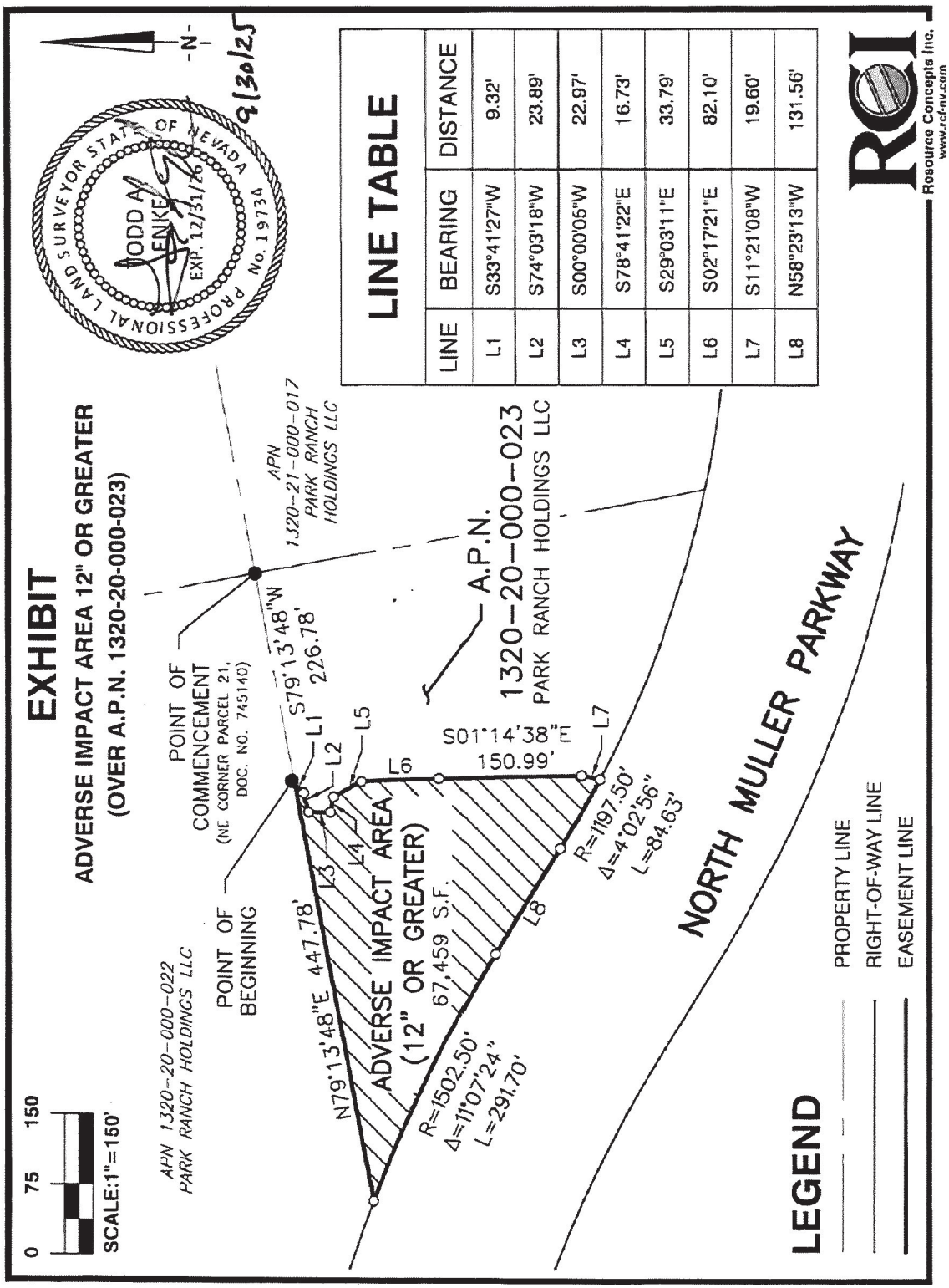
Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-20-000-023



LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-015

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-015)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 18 northwesterly along a curve to the left having a radial bearing of South 41°49'09" West to the center point, a radius of 1,400.00 feet, a central angle of 12°23'57" and an arc length of 302.97 feet to the **POINT OF BEGINNING**;

Thence northwesterly continuing along said northerly boundary line along a curve to the left having a radial bearing of South 29°25'12" West to the center point, a radius of 1,400.00 feet, a central angle of 02°08'42" and an arc length of 52.41 feet;

Thence leaving said northerly boundary line North 00°27'48" East, a distance of 22.79 feet;

Thence North 26°33'57" East, a distance of 24.46 feet;

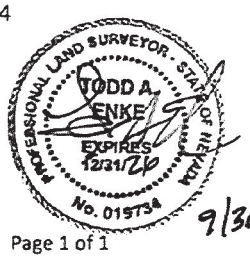
Thence South 44°59'58" East, a distance of 49.50 feet;

Thence South 00°00'05" West, a distance of 34.55 feet to the **POINT OF BEGINNING**, containing 1,887 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

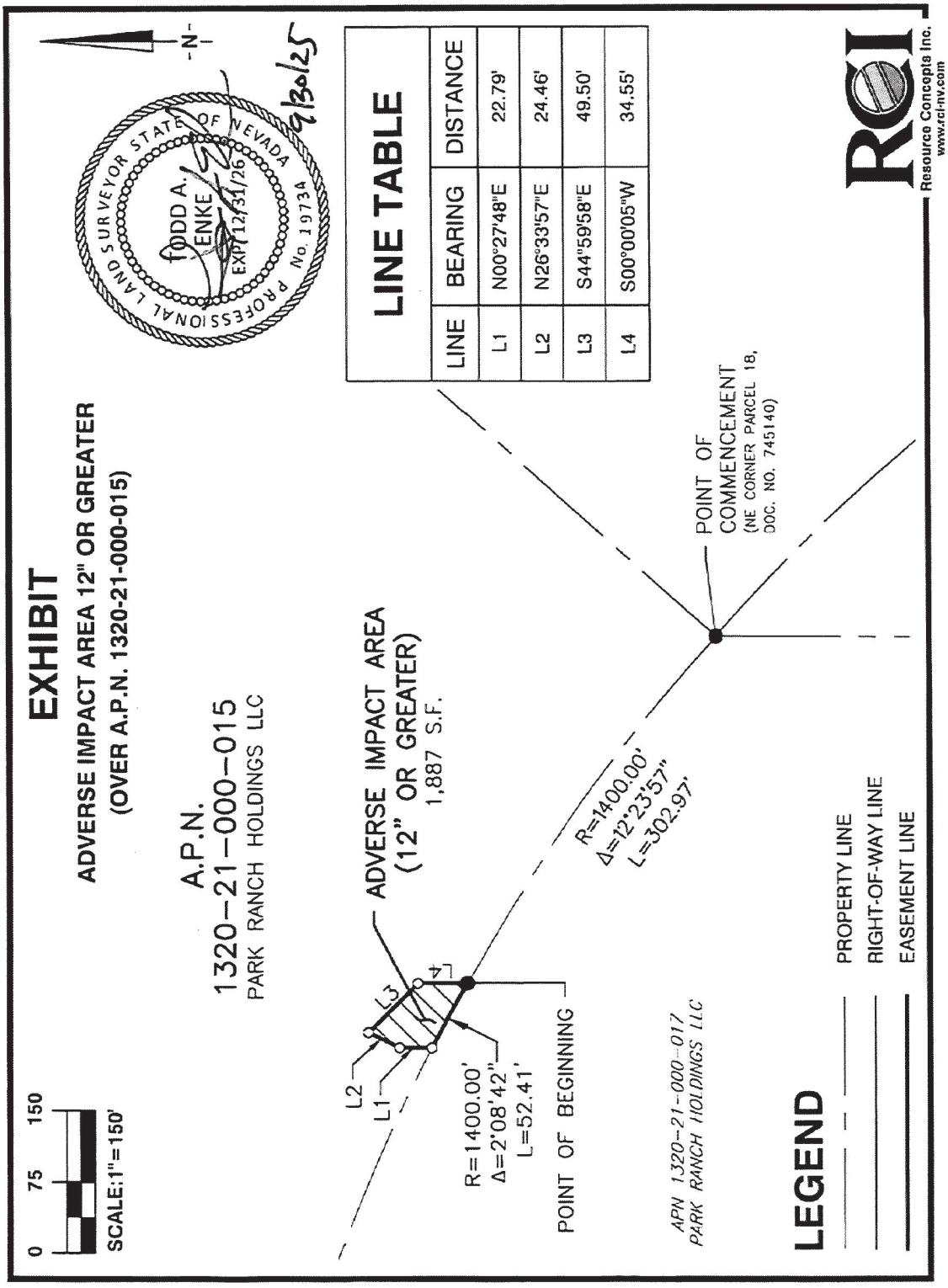
Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-015



LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-017)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

AREA 1

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the easterly boundary line of said Parcel 18 South 00°30'40" West, a distance of 215.69 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence along said northerly right-of-way line North 89°20'45" West, a distance of 349.90 feet to the **POINT OF BEGINNING**;

Thence continuing along said northerly right-of-way line the following two (2) courses and distances:

North 89°20'45" West, a distance of 702.17 feet;

Westerly along a curve to the right having a radius of 1,197.50 feet, a central angle of 00°13'44" and an arc length of 4.78 feet;

Thence leaving said northerly right-of-way line North 49°45'48" West, a distance of 57.08 feet;

Thence North 36°52'07" West, a distance of 32.82 feet;
Thence North 00°00'05" East, a distance of 29.53 feet;
Thence North 71°33'55" East, a distance of 12.65 feet;
Thence South 57°31'42" East, a distance of 44.12 feet;
Thence South 80°54'37" East, a distance of 83.08 feet;
Thence North 45°00'00" East, a distance of 19.14 feet;
Thence South 81°52'14" East, a distance of 49.31 feet;
Thence South 00°00'05" West, a distance of 19.69 feet;
Thence South 69°26'40" East, a distance of 28.04 feet;
Thence South 85°14'14" East, a distance of 39.51 feet;
Thence South 54°27'44" East, a distance of 28.23 feet;
Thence North 89°59'57" East, a distance of 85.32 feet;
Thence North 63°26'04" East, a distance of 36.69 feet;

LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

Thence South 84°33'37" East, a distance of 69.22 feet;
Thence South 26°33'50" East, a distance of 13.41 feet;
Thence South 86°11'12" East, a distance of 115.67 feet;
Thence South 84°33'37" East, a distance of 69.22 feet;
Thence North 75°57'47" East, a distance of 27.96 feet;
Thence South 84°48'23" East, a distance of 74.91 feet;
Thence South44°59'58" East, a distance of 12.53 feet to the POINT OF BEGINNING, containing 24,671 square feet, more or less.

TOGETHER WITH:

AREA 2

COMMENCING from the northeast corner of Parcel 18 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the northerly boundary line of said Parcel 18 northwesterly along a curve to the left having a radial bearing of South 41°49'09" West to the center point, a radius of 1,400.00 feet, a central angle of 12°23'57" and an arc length of 302.97 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary line South 00°00'05" West, a distance of 14.67 feet;
Thence South 36°52'13" West, a distance of 16.41 feet;
Thence South 00°00'05" West, a distance of 36.10 feet;
Thence South 57°59'40" East, a distance of 34.83 feet;
Thence South 00°00'05" West, a distance of 86.55 feet;
Thence South 54°27'44" East, a distance of 28.23 feet;
Thence South 36°52'09" East, a distance of 25.40 feet;
Thence South 08°44'41" East, a distance of 72.40 feet;
Thence South 75°57'52" East, a distance of 57.50 feet;
Thence South 00°00'05" West, a distance of 61.53 feet;
Thence South 53°07'47" West, a distance of 20.27 feet;
Thence South 81°52'09" West, a distance of 99.64 feet;
Thence North 85°36'07" West, a distance of 59.26 feet;
Thence North 00°26'53" East, a distance of 399.28 feet to a point on said northerly boundary line of Parcel 18;

Thence easterly along said northerly boundary line along a curve to the right having a radial bearing of South 27°16'30" West to the center point, a radius of 1,400.00 feet, a central angle of 02°08'42" and an arc length of 52.41 feet to the POINT OF BEGINNING, containing 37,282 square feet, more or less.

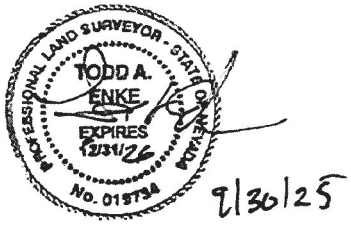
LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

Resultant acreage of the combined Areas is 61,953 square feet.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

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9/30/25

DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

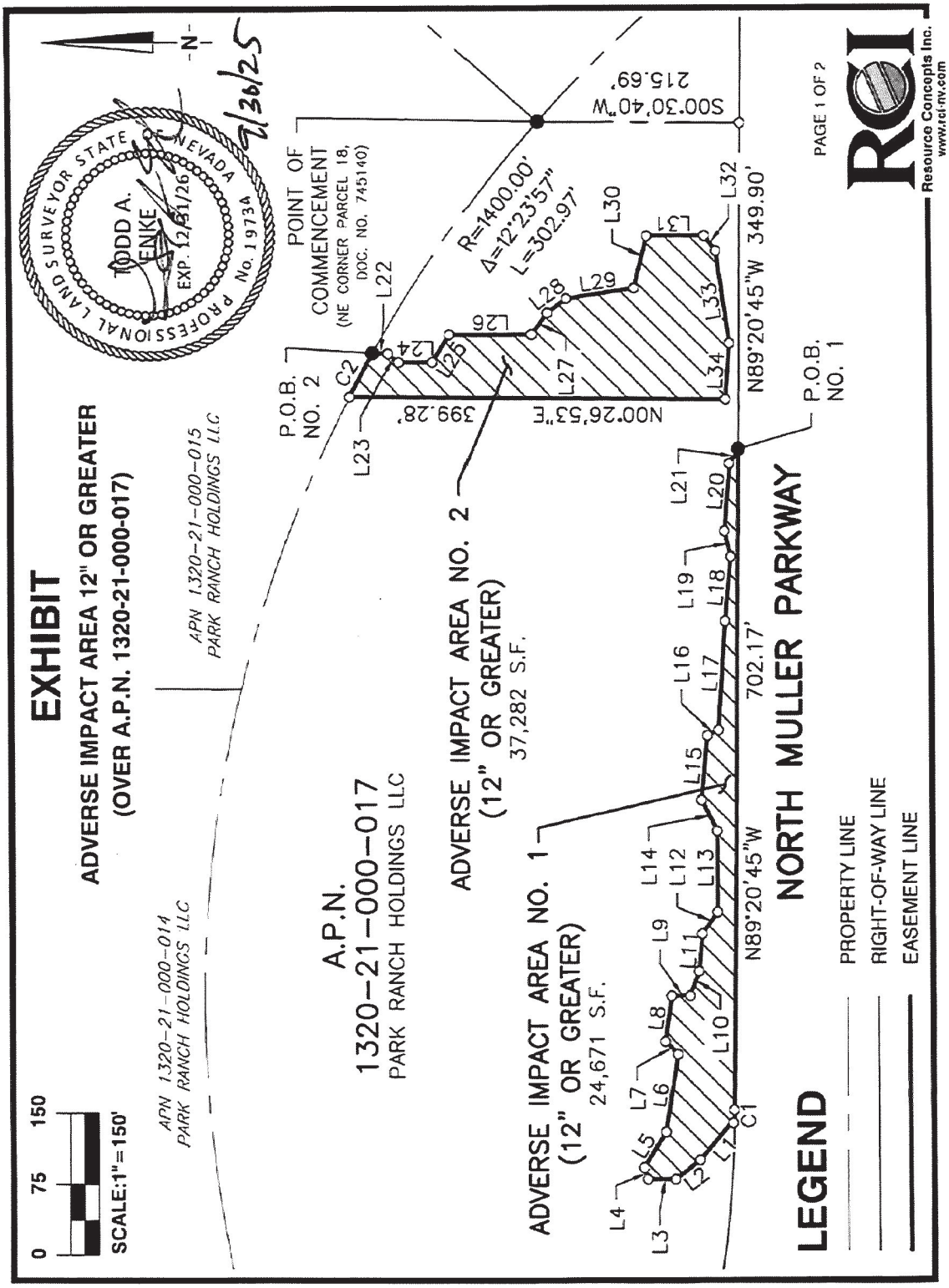


DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-017

EXHIBIT

ADVERSE IMPACT AREA 12" OR GREATER
(OVER A.P.N. 1320-21-000-017)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N49°45'48"W	57.08'
L2	N36°52'07"W	32.82'
L3	N00°00'05"E	29.53'
L4	N71°33'55"E	12.65'
L5	S57°31'42"E	44.12'
L6	S80°54'37"E	83.08'
L7	N45°00'00"E	19.14'
L8	S81°52'14"E	49.31'
L9	S00°00'05"W	19.69'
L10	S69°26'40"E	28.04'
L11	S85°14'14"E	39.51'
L12	S54°27'44"E	28.23'
L13	N89°59'57"E	85.32'
L14	N63°26'04"E	36.69'
L15	S84°33'37"E	69.22'

LINE TABLE

LINE	BEARING	DISTANCE
L16	S26°33'50"E	13.41'
L17	S86°11'12"E	115.67'
L18	S84°33'37"E	69.22'
L19	N75°57'47"E	27.96'
L20	S84°48'23"E	74.91'
L21	S44°59'58"E	12.53'
L22	S00°00'05"W	14.67'
L23	S36°52'13"W	16.41'
L24	S00°00'05"W	36.10'
L25	S57°59'40"E	34.83'
L26	S00°00'05"W	86.55'
L27	S54°27'44"E	28.23'
L28	S36°52'09"E	25.40'
L29	S08°44'41"E	72.40'
L30	S75°57'52"E	57.50'

LINE TABLE

LINE	BEARING	DISTANCE
L31	S00°00'05"W	61.53'
L32	S53°07'47"W	20.27'
L33	S81°52'09"W	99.64'
L34	N85°36'07"W	59.26'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	4.78'	1197.50'	0°13'44"
C2	52.41'	1400.00'	2°08'42"

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TODD A. ENKE
EXP. 12/31/26
No. 19734

9/20/25

PAGE 2 OF 2

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LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-019

DESCRIPTION
ADVERSE IMPACT AREA
12 INCH OR GREATER
(OVER A.P.N. 1320-21-000-019)

All that certain real property situate in a portion of the southwest one-quarter (SW1/4) of Section 21, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, being more particularly described as follows:

COMMENCING from the northwest corner of Parcel 15 of the Map of Division into Large Parcels for Edgewood Companies filed for record June 15, 2009 as document no. 745140 in the office of the Douglas County Recorder;

Thence along the westerly boundary line of said Parcel 15 South 00°30'11" West, a distance of 198.24 feet to a point on the northerly right-of-way line of Muller Parkway;

Thence westerly on said northerly right-of-way line along a curve to the left having a radial bearing of South 34°45'46" West to the center point, a radius of 1,502.50 feet, a central angle of 02°32'55" and an arc length of 66.83 feet to the **POINT OF BEGINNING**;

Thence westerly continuing on said northerly right-of-way line along a curve to the left having a radial bearing of South 32°12'51" West, a radius of 1,502.50 feet, a central angle of 16°19'21" and an arc length of 428.03 feet;

Thence leaving said northerly right-of-way line North 89°59'57" East, a distance of 306.88 feet;

Thence South 38°07'11" East, a distance of 132.04 feet;

Thence South 11°18'31" East, a distance of 52.80 feet;

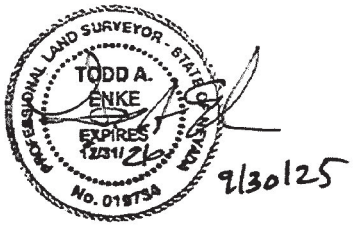
Thence South 26°45'33" West, a distance of 20.41 feet to the POINT OF BEGINNING, containing 25,471 square feet, more or less.

See EXHIBIT attached hereto and made a part hereof.

Basis of Bearings
The Nevada Coordinates System of 1983, West Zone [NAD83 2011 (EPOCH 2010.00)] scaled to ground around 0,0, by the combined scale factor of 1.0002, as referenced from the Record of Survey for Muller Parkway, filed for record September 17, 2024 as document no. 1012631 in the office of the Douglas County Recorder.

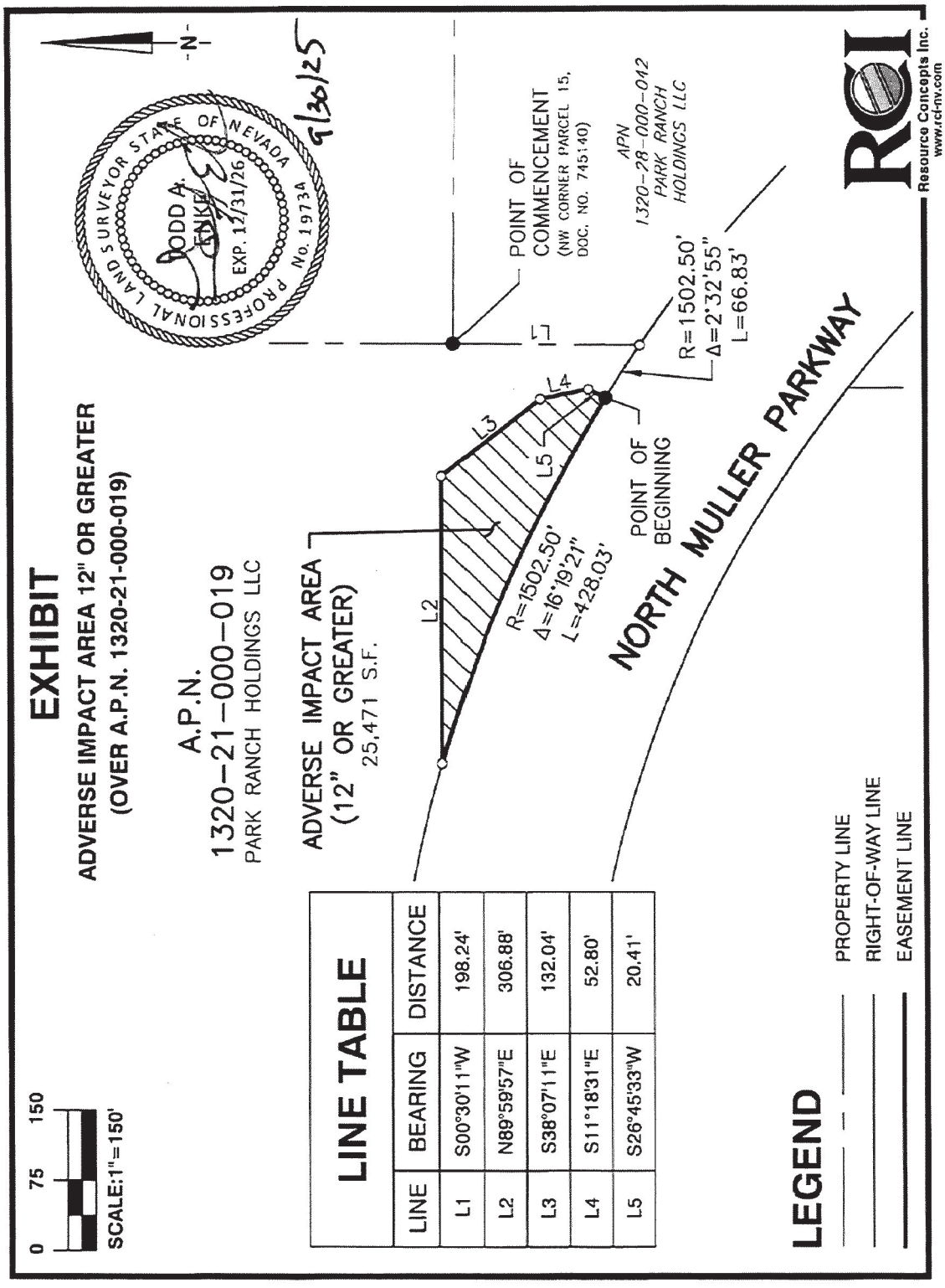
LEGAL DESCRIPTION OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-019

Prepared by: Todd A. Enke, PLS 19734
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9/30/25

DIAGRAM OF PE AREA TO BE ACQUIRED FROM APN 1320-21-000-019



AGENDA ITEM NO. 13.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 20, 2025

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

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

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:

Chair 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 Transportation District

Vice-Chair Mark Gardner:

- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority

- National Association of Counties (NACo)
- Northern Nevada Development Authority (NNDA) (Alternate)
- Regional Transportation Commission
- Quad County Coalition

Commissioner Nathan Tolbert:

- Audit Committee
- Carson Water Subconservancy District
- Debt Management Commission
- Douglas County Parks & Recreation Advisory Board
- Lake Tahoe South Shore Chambers (Alternate)
- Nevada Association of Counties (NACO)
- Nevada Works
- Partnership Douglas County
- Tahoe Transportation District (Alt)
- Regional Transportation Commission (RTC)

Commissioner Wesley Rice:

- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chamber
- Quad County Coalition (Alternate)
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)

Commissioner Danny Tarkanian:

- Carson Valley Visitors Authority (Alternate)
- Law Library
- 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: