Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Mark Gardner
Nathan Tolbert
Sharla Hales
Wesley Rice
Danny Tarkanian

Thursday, February 19, 2026 **10:00 AM** **Historic Courthouse**
1616 Eighth St.
Minden, NV 89423

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

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

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

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

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

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

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

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

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

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

February 19, 2026

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE
Led by Chief Deputy District Attorney Doug Ritchie

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

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

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

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

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

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

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

4. APPROVAL OF AGENDA

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

APPROVAL OF PREVIOUS MINUTES

5. For possible action. Discussion to approve the draft minutes of the January 22, 2026, regular meeting of the Board of County Commissioners.

CONSENT CALENDAR

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

6. CONSENT ITEMS

A. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease D-7 , at the Minden-Tahoe Airport with Daniel Rihn, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

B. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease C-4 , at the Minden-Tahoe Airport with Curtis Cain, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

C. For possible action. Discussion to retroactively approve a month-to-month T-hangar lease, Lease B-1, at the Minden-Tahoe Airport with Michael Price and Roger Kubeck, beginning October 21, 2025, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

D. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease F-10, at the Minden-Tahoe Airport with Todd Gross, beginning February 1, 2026, and authorize the

Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

E. For possible action. Discussion and review of the Douglas County Treasurer's Monthly Statement for December 2025 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans, Clerk-Treasurer)

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

G. For possible action. Discussion to approve a five-year Interlocal Agreement between Douglas County and the Douglas County School District for the paid parking program on Warrior Way from May 1, 2026, to October 1, 2031. (Brook Adie, Community Services Director)

H. For possible action. Discussion to approve a contract between Douglas County and Whittell Boosters Club, Inc. to provide parking ambassador services related to the Douglas County Paid Parking Program in the Zephyr Cove area from May 1, 2026, to October 1, 2031. (Brook Adie, Community Services Director)

I. For possible action. Discussion to adopt **Resolution 2026R-005**, a resolution of the Douglas County Board of County Commissioners to provide transportation services to the Carson Valley Chamber of Commerce in support of the Leadership Douglas County Program. (Brook Adie, Community Services Director)

J. For possible action. Discussion to review and file the 2025 Annual Reports from various Douglas County advisory boards and commissions including the 911 Surcharge Committee, Airport Advisory Committee, Audit Committee, Board of Equalization, Debt Management Commission, Genoa Historic District Commission, Law Library, Library Board of Trustees, Parks and Recreation Advisory Board, Planning Commission, Regional Transportation Commission, Senior Services and Public Transit Advisory Board, Vacation Home Rentals Advisory Board, and Water Conveyance Advisory Committee. (Jenifer Davidson, County Manager)

K. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through January 15, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

L. For possible action. Discussion to adopt **Resolution 2026R-001** augmenting the Fiscal Year 2025-26 budget in various funds by $3,672,859. (Kathy Lewis, Chief Operating Officer)

M. For possible action. Discussion to approve a $584,889.30 purchase order with Sierra Electronics for site equipment needed for the Public Safety Radio Upgrade Project. (Kara Easton, Director of Emergency Management)

N. For possible action. Discussion to approve a one-year extension of the existing agreement with Tyler Technologies, and authorize the Chief Information Officer to execute any required documents. The total cost of the one-year extension shall not exceed $224,050.25. (Peace Ruggia, Chief Information Officer)

O. For possible action. Discussion to approve a $9,500 increase to purchase order # 2026-00000088 with Factory Motor Parts for necessary parts. This increase will increase the

purchase order from $45,500 to $55,000. (Nicole Hubbard, Administrative Services Manager)

P. For possible action. Discussion to accept the UNR Cooperative Extension Fiscal Year 2025-26 Quarterly Report for the first quarter of October 2025, through December 2025. (Keyna Vandervort, UNR Cooperative Extension County Coordinator and Kathy Lewis, Chief Operating Officer)

Q. For possible action. Discussion to approve an Interlocal Agreement between Douglas County and Carson City and accept a $40,000 sub-recipient grant allocation for the Douglas County Sheriff's Office (DCSO) to participate with the Carson City Sheriff's Office in its Justice Assistance Grant (24-JAG-02), Office of Criminal Justice Assistance, Nevada Department of Public Safety, Tri-NET Task Force JAG Grant, for the period of January 1, 2026, through December 30, 2026; and to authorize Chairman Mark Gardner and Sheriff Coverley to sign any required documents. (Undersheriff Elges)

R. For possible action. Discussion to accept a $5,000 grant from the United States Department of Agriculture (USDA), Forest Service Humboldt-Toiyabe National Forest (Cooperative Law Enforcement Agreement 26-LE-11041700-014), and authorize Douglas County Sheriff Daniel Coverley to sign the grant agreement. (Undersheriff Elges)

S. For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for October 2025 through December 2025. (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.

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

PRESENTATIONS

8.1 For presentation only. Presentation by the Douglas County Community Development Department on land use, planning and development applications and the respective roles of the Douglas County Community Development staff, the Planning Commission and the Board of County Commissioners. (Kate O'Neil, Principal Planner)

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

COUNTY MANAGER

9. For possible action. Discussion to appoint two members to the Senior Services and Public Transit Advisory Board by the Board of County Commissioners, one to serve in the Carson Valley Resident position and one to serve in the Tahoe Township Resident position, each to serve a term from February 2026 through December 31, 2027. (Jenifer Davidson, County Manager)

CLERK-TREASURER

10. For possible action. Discussion on the adoption of **Resolution 2026R-007** which orders, directs and authorizes the Douglas County Treasurer to sell or convey properties held in trust by the County Treasurer, consistent with Nevada Revised Statutes (NRS) 361.595, at an online auction at www.Bid4Assets.com, with bidding starting on May 26, 2026 at 10:00 AM Pacific Standard Time (PST) and ending on May 28, 2026 at 10:00 AM PST. (Assessor's Parcel Numbers: 1320-04-001-111, 2559 PRECISION DR; 1220-04-111-014, 1226 KINGSLANE; 1420-06-801-001, 3647 N HWY 395; 1418-34-110-063, 1271 LINCOLN PARK CI; 1420-07-801-001, 3401 N HWY 395; 1220-21-510-107, 774 LINDA DR; 1220-04-113-001, 1374 QUEENS CT; 1419-09-001-066, 3414 GOLF CLUB DR; 1418-22-502-001, NO SITE ADDRESS; 1320-33-714-033, 1309 BROOKE WY; 1220-24-811-004, 627 THOROBRED AV; 1220-24-401-019, 616 APPALOOSA LN; 1319-30-634-004, 364 QUAKING ASPEN LN; 1421-00-002-003, NO SITE ADDRESS; 1422-00-002-002, NO SITE ADDRESS; 1422-00-002-009, NO SITE ADDRESS; 1320-30-211-094, 1795 IRONWOOD DR; 1220-20-002-005, 660 ANDERSON RANCH RD; 1022-10-002-037, 3920 MICA CT; 1022-15-001-126, 3890 CARTER DR; and 1121-05-516-034, 267 WALKER ST.). (Amy Burgans, Clerk-Treasurer)

COMMUNITY DEVELOPMENT

11.1 For possible action. Discussion to adopt **Ordinance 2025-1661**, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones. Second Reading. (Kate O'Neil, Principal Planner)

11.2 For possible action. Discussion on DP 25-0074, an application to abandon a portion of a public road right-of-way and utilities easement known as Moore Lane, approximately 32,284 square feet in size, and for the right-of-way to revert to a single abutting property located at 2495 Fremont Street, in the Johnson Lane Community Plan. The property owner is Ksenia Timonina of Big Bar Ranch, LLC. The applicant is Andy Fuller, Professional Land Surveyor of Fuller Consulting, PLLC. APN: 1320-02-002-024. (Jeremy Hutchings, County Engineer)

PUBLIC WORKS

12. For possible action. Discussion to approve a new franchise agreement between Douglas County and Douglas Disposal, Inc. for solid waste, recyclable, and organic materials collection and processing services in the East Fork Township area of Douglas County. The Franchise Agreement includes the sub-lease by Douglas Disposal, Inc. of the County Transfer Station. The amount of the franchise fee Douglas County receives is equal to eight percent (8%) of gross receipts for all services performed by Douglas Disposal, Inc. under this Agreement. The annual sub-lease payment for use of the Transfer Station is $50,000. (Philip Ritger, Public Works Director)

COUNTY MANAGER

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

14. CLOSING PUBLIC COMMENT (No Action)

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

15. ADJOURNMENT

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the January 22, 2026, regular meeting of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the January 22, 2026, regular meeting of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
012226ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, January 22, 2026, beginning at 10:00 AM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

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1. CALL TO ORDER

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

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

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

2. PLEDGE OF ALLEGIANCE

Led by Commissioner Tarkanian.

3. PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
As always, the first item on the agenda is Opening Public Comment. I'm not going to bother to read the form of restrictions, we just ask that you keep your comments in an acceptable civil manner. And then as Public Comment unfolds, if there is a feeling that a particular item that comes forward that the Commissioners feel solicits comments back from staff for ourselves, we'll do that. So we'll go into Public Comment. Public Comment is limited to three minutes per speaker unless additional time is granted by the Board Chairperson. And the Board of Commissioners uses timing lights to ensure that everyone has an opportunity to speak, that is now being controlled by Vice Chair, Nathan Tolbert. You will see a green light when you begin and then a yellow light which indicates that you have 30 seconds. You'll also hear a beep at that time that will indicate you have 30 seconds and then you should wrap up your comments. Once the light turns red, we ask you to 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 again at Closing Public Comment. If you plan to speak on a specific agenda item that is on the Administrative Agenda, we ask that you wait until that time, unless you have pressing business and have to, you can speak on that item and Opening Public Comment if you cannot be here later on to address that item. Public Comment will not be taken on Liquor Board agenda items; we have one of those today. So if you'd like to make Public Comment on Liquor Board agenda items, please provide that Public Comment during Opening Public Comment or Closing Public Comment. And I'm not loud enough? Okay, so I'm often told by my wife to use my indoor voice. So Public Comment must be limited to matters that are within the jurisdiction and control of the Board of County Commissioners. Public Comment must also be addressed to the Chairperson and not to the members of the public so that the Board may take further action on the issues that are raised by the public. So at this time, Public Comment will be taken on those items that are within the jurisdiction and control of the Board of County Commissioners. I would indicate

UNAPPROVED

by looking at the agenda today, also, just a point of housekeeping, is that it appears to be a very light agenda by my feeling and so I don't know that we're going to have to take a break for lunch. I think if it looks like we're going to be able to conclude it within that hour, then we might as well go ahead and power through it. So anyways, Opening Public Comment, thank you. Please state your name and your timing will begin when you…

Charles Bluth speaks:
Morning. I'm here very disappointed. I found out on Friday I was taken off the agenda and so since I spent seven hours driving over here, I wanted to go over a few things with the Commission and some history. And this is on reference to, I just got my brain, putting in the new road, Nate, in your district. And my involvement with it started back in November, December of '22 and where I met three times with County staff, both Planning and Engineering, in order to make a decision prior to buying the property. And back then, I was assured all three meetings that in fact, the plans were complete, they'd been basically approved and the funds were in place. In two years later, the meeting started as far as getting, moving forward on Vista Grande. And the, excuse me, now those meetings were held in order for me to make a decision to buy the property and I was going to be required to donate to the County 210,000 square feet of land, which would have a market value of $3.1 million. So I wanted to make sure that the County had the money, and it was in place to move forward, and that the plans had been completed. We had meetings, several other meetings after that. The circle plans that were developed do not work and I've had a meeting with Mr. Ritchie on that and staff. The circle was going to cost $1 million in order to build and develop. In addition, what was going to happen for at least six or more weeks, the entry to Target was going to be closed off during the construction, which I met with Target, it would be a tremendous financial burden for them. And that particular Target store is struggling; it's only doing about $28 million, a store of that size normally does $50 million to $80 million and to have the entry to their store, access to their store shut down did not work. The radius of the circle is too small for a 70 or 80 foot long truck to get around; they have to end up going over the top of it and it makes a, you know, that's a safety problem. And now you have your merging two different sides, well, four different directions you're merging in that circle. It literally would not work.

Chairman Gardner speaks:
Mr. Bluth.

Mr. Bluth speaks:
And I brought this up.

Chairman Gardner speaks:
Mr. Bluth, you have exceeded the three minutes.

Mr. Bluth speaks:
Pardon me?

Chairman Gardner speaks:
You have exceeded the three minutes, so I'm sorry, but your Public Comment is...

Mr. Bluth speaks:
You know, it's quite interesting, this has been underway for…

Chairman Gardner speaks:
Mr. Bluth.

UNAPPROVED

Mr. Bluth speaks:
…15 years.

Unknown speaker from audience speaks:
Excuse me for a second, can I give my three minutes of time to Mr. Bluth?

Chairman Gardner speaks:
No, you cannot. You can exercise three minutes, but you cannot cede it to another.

Mr. Bluth speaks:
Now you've had a problem for 15 years.

Chairman Gardner speaks:
Mr. Bluth, I'm sorry, but your…

Mr. Bluth speaks:
And you had the funds seven years ago…

Chairman Gardner speaks:
…Public Comment is…

Mr. Bluth speaks:
…and you're saying…

Chairman Gardner speaks:
Your Public Comment is terminated, thank you.

Mr. Bluth speaks:
…that the most you're going to give me is $3 million in order to lay out some information so you can make a decision…(*microphone shut off*).

Chairman Gardner speaks:
Thank you. I would indicate to the public that it's unfortunate when these circumstances happen; however, if we allow one individual of the public to exceed three minutes, we have to allow all. And that would get out of hand, so thank you for your cooperation and staying to the three minutes. Thank you.

Jason Gibson speaks:
With the house of Gibson. Citizens coalition for justice back again to remind you of the affidavit for criminal conspiracy. We served on this board in this County May 1st and to detail the repeated molestation of public records, censorship, theft of personal property by none other than Douglas Richie and his partner Mark Jackson. In collusion with the Court Clerk, Sandra Moore, Michael Johnson, the black magistrate of Tahoe Stateline Court. Public records here in the Historic Courthouse, which are fugitive documents that seek to mischaracterize the true ownership of the house of Gibson in attempt to pirate the house of Gibson. Fabricating and falsifying criminal charges in order to hijack my freedom and steal our home, conspiracy and absence of lawful process. On the aforementioned dates, officers for Douglas County, including Sheriff Dan Coverley, Undersheriff Ron Elges, and individuals portraying themselves as peace officers, prosecuting attorneys, and their colleagues did conspire in their official capacities to deprive me of my rights, my freedom, my personal property, unlawful detention, and questioning without Miranda rights. Dan Coverley, the constitutional Sheriff, direct violation of Fifth Amendment privilege against self-incrimination. No sworn affidavits by any alleged victims, no genuine magistrate's order signed justifying my detention and my incarceration, no probable cause whatsoever that was valid. Both alleged

UNAPPROVED

crimes being within these Chambers and within a peaceful political rally in a yoga studio by none other than a cop, an ex-corrections officer with ties to Douglas County Sheriffs. Just like Melissa Elges with ties to Ron Elges, who's claiming she's threatened in these Chambers, even though she's married to the most heavily armed individual in all Douglas County with an army behind him. Ron Elges, the highest paid individual in this county, scared of Jason Gibson, that Jason Gibson is going to hurt his wife. You got your schedule of fees on here today so Douglas Ritchie can continue to censor and molest the record like he has done in the last three months. You've got a writ of mandamus in the Supreme Court, writ of mandamus and Supreme Court's available on e-file if you want more information about that. That details all these little things that they're doing to imprison you, to target you, to steal your property, to steal your kids, to misrepresent you, here it is, folks.

Chairman Gardner speaks:
Thank you. Is there any additional Public Comment? Sensing no additional Public Comment, I'll bring it back to the Board and we'll go into the approval of the agenda.

Commissioner Tarkanian speaks:
So I'm going to respond to what Mr. Bluth was going to finish up with because I've been involved in this now, I think it's been when he first came back two years ago. Vista Grande was supposed to be built with already; one, the money, there were some delays, the delays caused the project to become more expensive and the County didn't have the money. Mr. Bluth had a very good use, God, I think it was a surgical center that was going to come in on his property and he had worked out an arrangement to get the road finished with private funds. But the County had delayed so long by the time that this vote came to fruition, the tenant moved on so there wasn't anything. Now he has another tenant, I think it's for a senior center, which is another good use. We're not talking about bad uses here and he's going to lose that one too if something isn't done soon. So what he's done was he said he's worked with the landowners and he's reached an agreement with them to get the road finalized without Douglas County money. But he does not believe that the money should be spent on the roundabout; he called it a circle, it's a roundabout. And he felt that that money could be better used building sidewalks and a walking path on the road than trying to put a roundabout in an area where Target probably wouldn't allow it anyways. I asked to have this put on the agenda over a month ago, which was supposed to do so, but County staff, and I agree with them to an extent, they felt that they needed to have an agreement from all the owners before they could vote on it. Well, one of the owners has had problems with the lender to be able to do this. Chuck Bluth just found out about it, he's worked it out with the owner to get it done, but it was too late to get a written agreement by the time we had this meeting. So if you can understand the frustration this man has, he's putting in millions of dollars to pay for the road himself and with the other landowners, money that the County had promised that it would spend the money on. And then to have one and now maybe two of good use tenants walk away because of delays, I could understand that. I'm going to ask our Chairman to have this on the agenda for the next meeting and hopefully, we'll be able to get this thing resolved and get something done. I'm sorry it took so long to explain all that, but I felt he explained outside that he drove seven hours to get here and he's going to drive seven hours back. I felt that his explanation should be clearly noted on the record. Thank you.

Chairman Gardner speaks:
Thank you, Commissioner Tarkanian.

Commissioner Hales speaks:
Chairman Gardner?

Chairman Gardner speaks:
We will not go into any further discussion on that because this is a working group of five and it's not on the agenda.

UNAPPROVED

Commissioner Hales speaks:
I'd like to make a comment that the remarks Commissioner Tarkanian just made are not facts in evidence.

Commissioner Tarkanian speaks:
Now we have a debate.

Chairman Gardner speaks:
Let's…

Commissioner Tarkanian speaks:
100 percent factual.

Chairman Gardner speaks:
We need to…

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Chairman, if I may?

Chairman Gardner speaks:
Yes, please.

Mr. Ritchie speaks:
Thanks. Public Comment periods are for Public Comment. When there's a quorum of the Board of County Commissioners and there begins to be discussion amongst the Commissioners over an item over which you have jurisdiction control, particularly an item that has been before the Board in the past, in which Commissioner has asked be placed on the agenda in the future, it is incumbent on the Board to limit their comments. I understand the need to acknowledge the comments from the public; however, the best course of conduct is to, as Commissioner Tarkanian has done, ask that the item be placed on the record and then there can be a discussion. It is difficult, it puts the Commissioners in a difficult position when there's some discussion on the Public Comment. But all the other Commissioners can't comment, otherwise you'll have a quorum, you'll have deliberation. So the best course of conduct is to acknowledge the Public Comment, request the item be placed on the next agenda, and then you can have the debate, as Commissioner Tarkanian said.

Commissioner Tarkanian speaks:
Okay. So the reason I made my…

Chairman Gardner speaks:
Thank you.

Commissioner Tarkanian speaks:
…comments was because…

Chairman Gardner speaks:
We need to go on, Commissioner Tarkanian.

Commissioner Tarkanian speaks:
…we've had comments after Public Comments by Commissioners to explain certain Public Comments. We've done that over and over again, I follow the protocol.

UNAPPROVED

Chairman Gardner speaks:
Yep, okay, very good. We're done with Public Comment, we're done with our comments.

4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

APPROVAL OF PREVIOUS MINUTES

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

MOTION TO: Approve the draft minutes of the December 11, 2025 special meeting and December 18, 2025, regular meeting of the Board of County Commissioners; carried.

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

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

DOUGLAS COUNTY LIQUOR BOARD

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

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

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

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

CONSENT CALENDAR

MOTION TO: Approve the Consent Calendar; carried.

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

9. CONSENT ITEMS

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

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

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

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

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

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

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

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

I. For possible action. Discussion to approve a contract between the Douglas County Sheriff's Office and Dr. Jena Casas (Kiser), Ph.D. to provide mandated wellness mental health training for Douglas County Sheriff's Office employees at a rate of $250.00 per 50-minute clinical hour through December 31, 2026. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

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

PRESENTATIONS

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

Chairman Gardner read the agenda item into the record.

Sarah Schmidt, Tahoe Prosperity Center Executive Director, speaks:
Thank you and good morning. I want to start by thanking the Board of Commissioners for giving us the opportunity to present here today. And not only giving us the chance, and especially me as the new Executive Director to introduce myself in person, but also to share on how your funding has helped advance community economic development in Tahoe. We know that there are competing priorities when it comes to funding. I'm sure the number one question that you all have is how does this funding directly impact Douglas County? So I hope that by the end of the presentation today this question will be answered and if not, I'm sure you'll let me know during the question time. But we also want to make sure that sort of one of the key messages that we convey today is how Douglas County's investment to unlock additional state, federal, and private resources that directly benefit the county, and we'll share that throughout the presentation today. There's a key sort of part there in terms of ensuring that that original funding from you all, how that unlocks additional funding throughout to benefit the county. And before that though, I do want to take a few minutes just to kind of refresh everybody on what the Tahoe Prosperity Center does and what we're currently working on, and how we're directly working with Douglas County.

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

- Tahoe Prosperity Center

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    - The Tahoe Prosperity Center was established in 2010 through a Economic Development Authority grant to unite Tahoe's communities to strengthen regional prosperity.
    - Vision
        - The Tahoe Basin as a model for regional cooperation that balances sustainable prosperity while ensuring communities thrive alongside a healthy environment, with shared access to resources and opportunities.
    - Mission
        - Advance a connected and resilient economy across the Tahoe Basin that serves everyone through regional collaboration, community-led decisions, and a commitment to environmental stewardship.
- About Us
- Who We Are
    - Convener, coordinator, and implementer. The Tahoe Prosperity Center is powered by a small but mighty team of three, guided by a dedicated Board of Directors and supported by a growing network of Board alumni who continue to champion our mission. We don't work alone—our strength comes from collaboration with community partners across the Basin, including local Chambers of Commerce, representative development districts, and the small business community. Together, we form a connected and committed network, working to build a more resilient, inclusive, and prosperous Tahoe.
    - UNITING TAHOE
        - The Tahoe Basin is comprised of two states, five counties, and an incorporated city.
    - Regional Action. Local Benefit.
- Douglas County Tahoe Snapshot
- Economic Context
    - 5,612 3 ZIP CODE POPULATION (2024)

Chairman Gardner speaks:
So Ms. Schmidt.

Ms. Schmidt speaks:
Yeah.

Chairman Gardner speaks:
I know that you haven't delivered here before, so we have found it beneficial for us to be able to stop you…

Ms. Schmidt speaks:
Sure, please.

Chairman Gardner speaks:
…during your presentation to ask questions, rather than wait until the end and come back to those slides.

Ms. Schmidt speaks:
Please, yeah.

Chairman Gardner speaks:
So if you don't mind that process and I believe I've been told staff has a question in regards to this.

Ms. Schmidt speaks:
Yeah.

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Chairman Gardner speaks:
So we'll let you finish your presentation on this and then we'll go to that question.

Ms. Schmidt speaks:
Sure. And actually we received the question ahead of time so I can address it and then feel free to stop and ask additional questions. This number is coming from the 2024 Census is where the data source is. We use an economic data platform called Lightcast that brings in that census data, plus does modeling and projections based on job boards and other sort of data sources. I have that report if the Board of Commissioners would like that at the end, I can hand that to you.

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

- Population decreased by 11 over the last 5 years and is projected to decrease by 2 over the next 5 years.
- 6,188 TOTAL REGIONAL EMPLOYMENT
  - Jobs decreased by 572 over the last 5 years and are projected to decrease by 269 over the next 5 years.
- $79.7K AVERAGE EARNINGS PER JOB
  - Regional average earnings per job are $7.0K below the national average earnings of $86.7K per job.
- 120.4 COST OF LIVING INDEX
  - Regional cost of living (COL) index is about 9 points higher than that of the State's 111.5 COL

Chairman Gardner speaks:
I did have a question while we're there.

Ms. Schmidt speaks:
Sure.

Chairman Gardner speaks:
Is that population decreased by 11 people or 11 percent?

Ms. Schmidt speaks:
That's exactly right. So it's 11 percent over the last five years.

Chairman Gardner speaks:
It doesn't say percent there, it says 11 and then it says decreased by two over the next five years.

Ms. Schmidt speaks:
Fair point, yes.

Chairman Gardner speaks:
Is that two percent or is that two people? And how can you be so specific as to who are those 11 people and where are we, and who are these two people? You're anticipating two people are going to leave.

Ms. Schmidt speaks:
Thank you, Commissioner. Yeah, that's an excellent point and that is a point of clarification of the data there that we should have that percentage there. And again, I'm happy to submit to the Commissioners the report that we have, the economic report that's pulling on those that shows that graph too of the population decrease, specifically with the spike in 2019. The other thing that we know…

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Chairman Gardner speaks:
Population really of 5,612 is about 11 percent of our total county population. So yeah, I think that's important to emphasize is that only 11 percent of our county population lives in the Tahoe Basin.

Ms. Schmidt speaks:
Yes, thank you, Commissioner. And the other thing, too, that we always like to note is that census data is census data. And so especially when we have a lot of second homeowners who may report that as their primary residence or not, quite often, it's hard to verify that those numbers in terms of population are down to the two percent, not two individuals. But yes, this is coming from the 2024 Census. All right, any other questions?

Commissioner Hales speaks:
Just sort of an observation; the earnings is entirely different from net worth.

Ms. Schmidt speaks:
Yes, and there can be a lot of context there in terms of retirees. We do have a lot of people who, and I don't have that demographic data on this slide set, but it's in here, in terms of the demographics of millennials to those who are retiring. We have a higher rate of retiring than millennials who make up that demographic of the population, so that's going to make that number skewed.

Commissioner Hales speaks:
But the point is still well taken for people who are trying to live and work in the Tahoe Basin, in the Tahoe Township, I should say.

Ms. Schmidt speaks:
Thank you, yeah.

Chairman Gardner speaks:
Commissioner Rice, did you have a…Oh, okay. And I would also like to point out that says regional average, not necessarily Douglas County. We do have the largest hotel occupancies, which require daily cleaning and so that could contribute to that number as well because a housekeeper in those hotels would not necessarily make what the other average workers might make.

Ms. Schmidt speaks:
Thank you, Commissioner, that is correct. And actually, the next slide shows a little bit in terms of telling some of that story and this is now more on where people live versus where people work and the number of jobs. And you can see how different those two numbers are. So what that tells us is that we have a net commuter rate of about 4,400 individuals. So that means that people are employed coming to Douglas County and to that particular, we're talking about, you know, hotels and service employment. That is that picture and so what it's telling us is that also who actually work in those three zip codes within Douglas County are much smaller to the jobs available. So this goes back to that affordability component of being able to live where you work.

Commissioner Hales speaks:
Have you discussed in much detail with the van pool effort being made by SSTMA and Karie Hall, and others?

Ms. Schmidt speaks:
Yeah, we attend those board meetings as we're not part of the committee, but that is definitely transportation. And we'll touch on that a little bit too and even when we talk about broadband, and even in the next slide, one of the things what we talk about is a collective action plan across the basin. We have

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the Tahoe Prosperity Playbook, which is based on years of data and research, and looks holistically. We don't do all the programing within the Prosperity Playbook, but transportation is there, affordable housing is there. So those are not necessarily programs that we directly implement or manage, but our make up, that larger context of when we talk about resilient and affordable economy within the…

Chairman Gardner speaks:
So yeah and that's kind of something that I wanted, especially in regards to Douglas County, of course. The cost of land and the construction standards that are required in the Tahoe Basin is extremely at a premium and very expensive. And so while we require a tremendous amount of workforce to man our properties, the available housing for those employees is lacking in that. And it's a conundrum that I don't know that we can resolve.

Ms. Schmidt speaks:
Yeah.

Chairman Gardner speaks:
Just recognize it but not be able to resolve it.

Ms. Schmidt speaks:
Thank you, Commissioner. And one thing I was going to note as we start talking about our programing and our work directly in Douglas County is actually we do not currently have funding or programing directly related to affordable housing. It is definitely part of those, again, sort of sticky problems when we talk about very complex problems that affect our community economic development. So quite a lot of our work in that space of affordable housing right now is in helping to represent small business and business owners within those conversations and on committees with agencies such as TRPA. Or even participating in working with other organizations who are directly working on that, such as Saint Joseph Land Trust and other organizations. Affordable housing isn't currently in our scope of work with Douglas County, I know it said that in our bio. And previously it may have been, but currently we are not working directly in affordable housing in terms of implementing any programs. But it is one of the key challenges and so making sure that that voice of small business is represented and anchor employers are represented is part of our role.

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

- Tahoe is well studied. We started with existing reports and data sets, then filled in the gaps and brought it up to date.
- Envision Tahoe
  - Baseline Report
  - Community Report
  - Final Playbook

Commissioner Hales speaks:
I guess I have a question here.

Ms. Schmidt speaks:
Sure.

Commissioner Hales speaks:
When you say you're representing and you're in that space; I sit on the SSTMA, so Douglas is represented there. Where exactly are you representing Douglas, that Douglas isn't already represented, and how are you representing Douglas?

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Ms. Schmidt speaks:
Sure. And we would be representing very differently than you all in terms of, from a jurisdictional perspective. Our representation is mostly going to come from our work, again, with small businesses, our work with broadband, our work with Alert Tahoe to ensure that when we're talking holistically about some of these challenges, that we're bringing that diverse perspective, not from a jurisdictional perspective.

Commissioner Hales speaks:
Okay. So which small businesses in Douglas do you work with?

Ms. Schmidt speaks:
And when I get into the Envision Tahoe work, I would love to talk a little bit more about the roundtables and some of the businesses that we help support in terms of facilitating that peer to peer learning with small businesses and what our role is. But thank you, Commissioner Hales and that's basically the next slide, almost.

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

- Our Projects
- Regional Action. Local Benefit
  - Envision Tahoe
    - Advancing a resilient and diverse economy through entrepreneurship and small business support.
  - Alert Tahoe
    - Protecting communities and saving lives with the AlertWildfire camera network.
  - Connected Tahoe
    - Working to bring high-speed broadband access to every Lake Tahoe community.
- Envision Tahoe
- Supporting Local Businesses & Entrepreneurs
  - Tahoe Inc.
    - Monthly Roundtables serving roughly 100 entrepreneurs a year. Twice a year at Zephyr.
    - Peer learning, problem-solving, and relationship-building
    - Pathway to Small Business Development Center advising
    - Piloting 2026 Business Accelerator
  - Biennial Business Walks
    - Regional collaboration with nearly 500 businesses engaged.
    - Top Challenges: Housing affordability; infrastructure: (transportation, broadband); workforce training, recruitment, retention; tourism dependence.
    - Planning for early October 2026 Business Walks
  - Envision Tahoe Venture Summit
    - More than 160 participants with state and local government participation with small business.
    - May 7, 2026 in Douglas County in coordination with GoLocal Expo
- Envision Tahoe
- Leveraging Regional Relationships
  - Western Nevada Development District
    - Hosted WNDD Board Meeting & Site Visits in October 2025, highlighting tourism development and small business successes and challenges
    - Participating in WNDD's 2026–2030 CEDS committee, ensuring Tahoe and Douglas County priorities are included

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    - Small Business Development Center
        - MOU with Nevada SBDC
        - Builds on Douglas County's MOU
        - Focused advising for Tahoe-based businesses
- Alert Tahoe
    - Wildfire Detection & Early Warning
    - AlertTahoe, part of the UNR-led ALERTWildfire network, provides early wildfire detection that protects lives, property, and the natural assets that sustain Douglas County's economy.
    - +75K Raised of private funding for public safety in 2025
    - +25 Total TPC cameras installed with UNR
    - +6 Cameras with a viewshed of Douglas County

Commissioner Hales speaks:
So this is done in conjunction with UNR?

Ms. Schmidt speaks:
Correct.

Commissioner Hales speaks:
And maybe some other entities?

Ms. Schmidt speaks:
So our role within the Alert Tahoe, we actually were one of the first partners with UNR, we're really the fundraising arm of it. So UNR in the Seismology Department, they're the ones that originated with AlertWildfire and we support them. So, for example, the $75,000 that was raised to place a camera on the west shore this year, that is all from us working with community members, homeowners associations, and then we work with UNR. Play that convener with the community, both for the funding and also where that camera should be placed. We help cross that bridge with the US Forest Service to get permits. So our role is not in, we're not sort of…

Commissioner Hales speaks:
Technical?

Ms. Schmidt speaks:
…directly, yeah, we're not directly facilitating or sort of monitoring those cameras. We're really playing that community convener role and there are others… That was part of your question. So one of the things too, with those cameras, we often work with UNR to help identify other sponsors, like Liberty Utilities is one, NV Nevada is another one in terms of maintenance costs or where those cameras are going to be placed.

Commissioner Hales speaks:
So you've fundraised with those folks? Or no, those folks…

Ms. Schmidt speaks:
No, we fundraise indep…

Commissioner Hales speaks:
…are part of UNR's effort.

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Ms. Schmidt speaks:
That's right. So what Liberty or other utilities will often do is they will promise to support maintenance fees, that $75,000 pays for the camera, the installation, the initial software, and then we work with UNR to find those sponsors to help with the maintenance.

Commissioner Hales speaks:
So are these mostly individual donors, government donors?

Ms. Schmidt speaks:
Yeah, so that $75,000 right there all came from homeowners on the California side of on the west shore. Yeah, and actually that $75,000 actually will pay for two cameras, which is really exciting, so we already installed. And that was also part of the role that we helped play is, again, with that convening, getting that initial camera installed this last summer, which was really exciting. And then we'll work to help find and place a second camera near a similar location into spring, into summer this year. And I think that's the real sort of important there of and there's multiple. The other thing I should qualify is that that Alert camera Wildfire is now, it started here in Tahoe, it's now Utah, the rest of Nevada and Australia. So that network is huge, we only play that small part in the basin that we sort of just talked about. And I'm going to pass over to my colleague, Derrick Martin, to talk about our Connected Tahoe work.

Derrick Martin, Tahoe Prosperity Center Technical Director, speaks:
Thank you for having me again, everybody. I've been here for over three years now and I'm delighted to have the pleasure to talk about our Connected Tahoe program, which wasn't initially when I came to Tahoe Prosperity Center, exactly what I thought it would be working on broadband. But it's interesting sitting here today, how it weaves its way into all of our conversations, whether it's the transportation programs needing a lot of our counties and cities are developing intelligent transportation systems, you know, studying where that works.

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

- Connected Tahoe
  - Project Progress
  - Studying
    - We've conducted basin-wide speed tests with thousands of local residents to add accuracy to federal and state connectivity and speed mapping.
  - Facilitating
    - Secured Funding through the USDA RD Broadband Technical Assistance Program.
  - Expanding
    - We are expanding what high speed connectivity means for residents and businesses in Tahoe through collaboration and innovation.

Commissioner Hales speaks:
Can I?

Mr. Martin speaks:
Mhmm.

Commissioner Hales speaks:
To be honest, I'm trying really hard to make sure I understand what value Douglas is getting, so two months from now when we do our budget, I know whether I want to support money. So I apologize for my questions, but I really want to understand. So when you say you facilitated grants, I don't know what that means. Did you write grants, did you secure grant money that is being spent in Douglas County?

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Mr. Martin speaks:
All three of those things on both for all the federal level. So over the course of the last three years, we've secured over $800,000 of federal broadband specific funding that are penciled to be used for different types of applications that directly impact community members. This is not fiber in the ground, this is not putting a line to somebody's house, this is making sure that people stay connected and that they're able to access the funds. A lot of when companies come here to do business, they're not laying fiber in a single county, right, they're connecting two major cities, a battery loop to a tech center. And when they want to do business up here and they see it's $11 a pole, they want to make sure that they have previously done plans and coordinated opportunities to lower those costs. And without doing that, we've shown that we've lagged behind that development and that we're not well suited for competitive development connecting us to all these resources. And as I-80 flows through, we realize there's only so many ways to kind of cross that geographic border, so we need to use us to lower those costs. So for the amount of money that Douglas County invests, we have over $800,000 in broadband money that we write the grants for, we're the PI, we then deploy those. If we look at, so we run this map, which is making sure that a lot of our jurisdictions and our mapping, it's very difficult to go all to a county line. When an ISP looks at the profit for building broadband to a home, it's typically not to build it all the way to the end of a county line. And this is true in all five counties that touch Tahoe.

So they don't have mapping, they don't have speed tests and we can't challenge any of the federal funds that get spent by those large ISPs without having one, the maps. And two, weirdly enough, a nonprofit has to back our local citizens to challenge what Comcast says is supported. So if a billionaire comes in and puts supported network to their house, which we often see, it's now covered and there's internet there, but none of the citizens can access it and we don't have more ISPs. So we increased that competition by making it an attractive place for ISPs to do business. On the next slide you can kind of see on some of our mapping as well. In addition to that, there are still areas in Douglas County that are completely unserved and have no ability to connect to them at this point. So of that $800,000 in federal funding that we've mentioned, we run what's called the Tahoe Regional Broadband Consortium. Really making sure that we facilitate and catalyze the development that can connect areas like Reno and Carson City to Sacramento and Fresno, where these major broadband lines are coming in from the coast under the Pacific. And I never thought I'd know this much about fiber and where they would want to lay this, but when I get companies that call me to do these connections, they're shocked at how it takes to really make this last bit of connection through Tahoe. And having, we mentioned the Tahoe Regional Protection Agency, a federal organization, really has some different barriers people have to go through. So without having somebody to coordinate and who's previously navigated those to really show the ISPs what's happening, we continue to stay unconnected and we continue to not access federal funds.

Commissioner Hales speaks:
So that's internet service provider?

Mr. Martin speaks:
I'm sorry, yes, internet service providers. Too much broadband for me.

Commissioner Hales speaks:
And have you actually increased broadband in Douglas County?

Mr. Martin speaks:
Yes, our main goal with the program is 98 percent connectivity. So there's been a lot of federal changes, one many people may notice is with Starlink. We hear all the time we're fixed wireless access, FWA, you'll see. So a lot of times, federal organizations will say you're all covered, you're good, you could all get Starlink and that's just not the case. And it doesn't do the same thing as fiber, nor is it affordable to everybody. So having maps like these and having us be the voice to go to a neighborhood, whether it's

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for a camera to fundraise for or for broadband to say hey, we need a federal challenge. And we've done this successfully in the past, let's bring the millions of dollars needed for broadband system into a housing system, you know, that's where our housing work overlays. All of this is a way that our barriers are set up that if we don't have community institutions that can help us lobby for those federal funds and show in the month time frame that the federal government releases all this information to then qualify to apply for B dollars. I don't know if you've heard for those, it's a broadband equity access and deployment strategy, it's $60 billion federal dollars. If people aren't set up ahead of time to do this, we continue to be left out. So having us work in this space for over ten years and pulling in millions of federal dollars over the years keeps us well set up to be competitive and to be able to access these federal funds. And that's where that $800,000 comes from in the three years that I've been working, is pulling money from the USTA to the county and pulling money from the federal government through other state institutions to the county. To really make sure that we are well set up and previously set up to access more funds and deploy for different internet service providers.

Commissioner Hales speaks:
So how much of that $800,000 has been spent in Douglas?

Mr. Martin speaks:
At absolute minimum, $100,000, that would be half of the USDA money. And then we use another $600,000 that we have that's coordinated through the California Public Utilities to do things like the mapping, put up the coordinated services, hold facilitating meetings. And a lot of this funding is reimbursement based, so if we don't have funding from the county, we can't wait the three years for the money to come in to support a technical expert to handle a lot of this work.

Commissioner Hales speaks:
I feel like I finally got something. You're telling me that since 2023, you have spent over $100,000 on behalf of Douglas residents in the Tahoe Township to get broadband?

Mr. Martin speaks:
Yes.

Commissioner Hales speaks:
Okay, thank you.

Chairman Gardner speaks:
I've still always had I guess a wonder, I guess I'm trying to figure out the word. But I've always wondered about where the federal government and the state government gets involved in private business. And my attitude is that a private business should be responsible for bringing internet service into the community. So I'm always troubled by that use of federal funds, but that's a federal decision, that is well beyond my jurisdiction. So it just astounds me that we are not allowing private enterprise to take care of this issue. I'll get off my soapbox.

Mr. Martin speaks:
I'll just say I agree with you, the idea is that private enterprise should take care of this. It turns out, with the difficulty in Tahoe digging in granite, they've chosen not to over the past decade or so. And we've been left behind and without organizations like a nonprofit to support our community members in addition to our federal government. We haven't had the resources to stay competitive to fill out these applications on time. When people ask, where are the GIS coordinates for every speed test, every household to show this challenge? It's very in depth, more in depth than I ever thought it would be. And without somebody previously navigating it, and expertly and quickly navigating it in the month time frame, is often required

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for federal funding. It turns out that the people are left underserved and that's exactly what this map shows, that every area in dark blue here has 100 percent no access to it.

Chairman Gardner speaks:
It's also not lost on me that the technology is advancing at such a rapid rate and especially through satellite use to allow that process, is probably going to take place in advance of fiber in the ground.

Mr. Martin speaks:
New federal regulation.

Chairman Gardner speaks:
And so we're investing a lot of money in fiber in the ground that's going to be obsolete in a very, very short period of time. So it just doesn't seem like a wise spending of money to me, but once again, I'll get off my soapbox.

Mr. Martin speaks:
And I do agree with that. I do wireless pilots, we have areas all over with state parks that really, it's not feasible to fiber in the ground. And we've had our community members speak to that and say that in our business walks, we hear that. And I agree with you, Tahoe has proven with ISPs not doing it over the years, it's not worth the money, so they don't. So how do we utilize that, how do we work with the Forest Service to make sure when people want to use a transportation system, a shuttle that's set up, a cross lake ferry that we all agree that we need for housing and transportation. When they use it, how do they make sure there's Wi-Fi on their phones when it's there? When we all show up on the 4th of July, how do these new systems work? And that's why we have different systems that don't use fiber in the ground, that use different competitors, like Sky Fiber Wireless, a Douglas County based company that I use and I pilot in an event with. And we use those events to make sure that we are staying ahead of this because it is growing too fast that fiber in the ground isn't cutting in, it's to our anchor institutions. If we don't use things like county owned and community owned wireless to service difficult areas like the Lake, they continue to have no service. I'm sure that many people who have visited there have experienced, we continue to have fluctuation problems on holidays.

Vice Chairman Tolbert speaks:
So one of the things you mentioned was that because you're local, you can help direct the outside service providers. So are you actually walking things through TRPA and are you actually dealing with Douglas County on these projects? Because I know, like I'm pretty sure Douglas County has a no aerial policy now, so everything has to be underground when you come into Douglas County. So are you actually helping them navigate that? And the other question is when you talk about fiber, we have a local company that's done a lot of work in the entire Northern Nevada region, where they go out and get grant funding to install their fiber. So are you working with the local guy as well, and how is that specific function working?

Mr. Martin speaks:
Thank you for the question. Yeah, I'm agnostic to the provider because I believe more providers is better and it gives the community members more choice. I love and I often do work with local providers, and one of our main roles is one, helping them and sharing the mapping so they have speed tests. So we facilitate and we spend some of the funds of that $100,000 we spent in the county by speed tests from every house that are held proprietarily and their ISPs are allowed to access that for their funds. We also provide letters of recommendation and we make sure that all of that funding goes through that. And we directly help them with their grant application because more ISPs is better. And again, our main goal is 98 percent connectivity, just so 98 percent of the people can access the internet. Whether it's senior citizens in their homes trying to make sure a button works when they hit it, or somebody trying to get

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high speed and having a remote worker in a business, they're one and the same to us. I think I missed part of the question.

Vice Chairman Tolbert speaks:
Yeah, the actual walking it through. Are you helping the permit process and getting these things done through TRPA specifically and Douglas County?

Mr. Martin speaks:
Yes…

Vice Chairman Tolbert speaks:
Given our unique requirements.

Mr. Martin speaks:
…they make the exact connections to the right person at TRPA. We also do the TRBC, Tahoe Regional Broadband Consortia meetings, every single month we hold these. We hold these and that's where somebody like the TRPA really organizes with somebody like OSIT, the Office of Science Innovation and Technology through Nevada. And where they get to chat and realize that, hey you guys, we have a dig once policy that we were instrumental in implementing in Douglas County; how do we use the conduit that's in the ground to make sure the fiber coming from Fresno makes it all the way to Reno, with this portion in Douglas County? We'll make those connections in that monthly meeting, but then I typically leave it from there. Thank you for the rephrase.

Vice Chairman Tolbert speaks:
It's back to you.

Mr. Martin speaks:
Thank you very much.

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

- Looking Ahead
  - Near Term
    - Continue Tahoe Inc. Roundtables - Untethered at Zephyr Cove April 14 & November 10, 2026

Commissioner Hales speaks:
Do you track where the businesses come from?

Ms. Schmidt speaks:
We do not specifically ask them where do you live. When they sign up they do tell us where their business is; that doesn't necessarily mean that they're residents, so that also can be different. So for example, a participant is a hairdresser in Zephyr Cove, they come to that round table, their business is right there at Round Hill, they actually are residents of South Lake Tahoe. Yeah?

Commissioner Hales speaks:
But their business is in Douglas, correct?

Ms. Schmidt speaks:
Correct. So we don't ask their residency, it's just not, we don't collect that type of data.

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Commissioner Hales speaks:
So can you tell us how many Douglas businesses have received or participated in your programs?

Ms. Schmidt speaks:
Throughout the year, like throughout the years? Now because this is now multiple years, I do not have that specific number on hand. We can go back and we can look through our, again and the way that we do it through a registration process. The thing I'll note is that quite often, people register to come, we get some people who don't come who register and other people who show up. And so we just have whatever they sign in as. But I can pull the number for you, I do not have that.

Commissioner Hales speaks:
I would appreciate it…

Ms. Schmidt speaks:
Yeah.

Commissioner Hales speaks:
…if you would give me that number.

Ms. Schmidt speaks:
We can do that.

Commissioner Hales speaks:
For last year.

Ms. Schmidt speaks:
For a year?

Commissioner Hales speaks:
A few years maybe.

Ms. Schmidt speaks:
Yeah, and I can tell you at least anecdotally, it's at least around probably between ten and 15 participants and that's, I know, anecdotally from participating in each one of those and it being monthly. And we roughly get, again, about ten participants per roundtable, so that's an anecdotal number. But I can look through the registration.

Commissioner Hales speaks:
Thank you.

Ms. Schmidt speaks:
Yeah.

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

- Expand SBDC advising access, including bilingual support
- May 7, Envision Tahoe Venture Summit at Stateline
- Advance second AlertWildfire camera on the West Shore with Douglas viewshed
- 2026 Business Walk planning and reporting
- Continue broadband coordination

- TAHOE PROSPERITY CENTER

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- Get Connected With Us
- @tahoeprosperity
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- info@tahoeprosperity.com
- tahoeprosperity.org

Ms. Schmidt speaks:
Thank you all for your time, I know we got a big chunk of time on the agenda today, which I really do appreciate. I may or may not have addressed that question of how specifically Douglas County and maybe as specific, the numbers, so happy to provide that as follow up, but address any other further questions. We know that you all have to make difficult choices when it comes to funding priorities and we greatly appreciate the continued support and funding from Douglas County to represent the small businesses and communities on that part of the county, so appreciate it.

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

Chairman Gardner speaks:
Thank you. I believe our County Manager had a question.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. Not a question, a comment regarding the business walk. And I do think relevant to the Commission's consideration for the budget questions that we have moving forward, I think it's important for me to share that our Economic Vitality Manager, Ms. Rudelbach very much enjoyed participating with your team on the business walks. Last time she reported back that she found it helpful that you facilitated many of those conversations. Some businesses are at times reluctant to share directly with County staff their concerns and building those relationships. It was very helpful. She also said that she spoke to dozens of businesses, I think it would be helpful for the Commission to know exactly how many businesses were contacted in that last walk. Ms. Rudelbach is no longer with our organization, so I don't have that number on hand. If you don't mind sharing that, that would be great.

Ms. Schmidt speaks:
Sure. And I know that including a survey component, we had over 500 participants. I don't have the specific number for the number of Douglas County businesses, I'm sorry I didn't come prepared with that today, but that's, again, easy follow up question. But I do know that it's, because I have that number on the top of my head, over 500 in terms of the data collected, 500 businesses. But that's the whole entire basin and including an online survey component.

Chairman Gardner speaks:
Okay, Commissioners, any other questions or comments? Okay, Commissioner.

Vice Chairman Tolbert speaks:
So I'm just going to ask the question because it's coming to us from constituents. So if about an eighth of the Tahoe Basin sits in Douglas County and from what you can find of receipt data, Douglas County is somewhere around ten percent of the basin of Lake Tahoe's entire economy with the majority of it being in California. And given that we are providing about $30,000, Washoe County is about 47, Carson who doesn't really have much, doesn't contribute any, South Shore has pulled out. And since we already fund a lot of other regional organizations that you've mentioned that you work with, like WNDD, the SBA, the Chamber; what evidence can you provide that if we continue the $30,000 annual, that you're delivering measurable benefits to the Douglas County taxpayers? So basically, how do I tell the constituents when they ask me why are you doing this, that I can point to that says, this is exactly why we're contributing

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what we're contributing. Given we're not a fair share, a lot of people like to look at, we're contributing but they're not, they're benefiting from our money. So how do I answer that question and feel good about it to our constituents?

Ms. Schmidt speaks:
Thank you for the question. And maybe just on that contribution component, one of the things I was hoping to communicate today is how that $30,000 investment in Tahoe Prosperity Center from Douglas County has helped open additional funding resources that benefit Douglas County. So an example of that, and again, we do receive funding from Placer County, the City in El Dorado County. You're correct, we no longer, El Dorado, I think especially, they pulled their funding from most nonprofits this year and actually lost their Economic Development team in totality in terms of accounting. The City of South Lake, we still have a great relationship with them and we're in continued conversation with them to help them with their economic strategy. We don't currently have funding from them, but that is something we plan to do. I think one of the things, again, I was hoping to communicate is that $30,000 we've been able to create a multiplier effect. And so as an example, that $30,000 helped facilitate that $76,000 investment from California residents that directly benefit Douglas County in terms of wildfire prevention and safety. So while that camera may not sit in Douglas County, which Douglas County is part of, there are cameras in Douglas County. But I just wanted to share that this year, that fundraising effort and how that affects or sort of can help support Douglas County. The other piece there in terms of, again, helping to, again, create that multiplier effect of what that $30,000 helps in return. Even things like this year with our summit being in Stateline, helping to really demonstrate and emphasize, and put help sort of those small businesses and businesses within Douglas County right there, really be able to showcase create that relationship. That's, in my mind, a direct benefit to Douglas County, others may not see it that way, but I see that as a direct benefit. I think the other piece, in terms of what we talked about broadband is, being able to really, again, access additional resources that then help bring in benefits to those connectivity related issues here in Douglas County.

Chairman Gardner speaks:
Thank you. Commissioner Tarkanian.

Commissioner Tarkanian speaks:
I'm sorry, I have a similar question, but it's sort of in a different way.

Ms. Schmidt speaks:
Sure.

Commissioner Tarkanian speaks:
Most of the things you do, I would argue, deal with increasing tourism, or at least helping more tourists come to the area. If the businesses are doing better, more offers, the broadband is better, you have tourists, more that want to go there. So the $30,000 that we give out of the General Fund, it seems to me we could be allocating that from the funds that go to promote tourism. Like we give millions and millions of dollars to TDVA, have you tried to meet with TDVA to see if you can get resources from them?

Ms. Schmidt speaks:
Sort of related, but we actually received a small grant from the American Championship Golf Tournament, very small, to help support. But outside of that, we actually, our focus is not directly within tourism. I think one of the things…

Commissioner Tarkanian speaks:
Listen…

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Ms. Schmidt speaks:
Yeah.

Commissioner Tarkanian speaks:
…I understand all that.

Ms. Schmidt speaks:
Sure.

Commissioner Tarkanian speaks:
I don't want to waste a lot of time, we've been here for almost an hour on this.

Ms. Schmidt speaks:
Yeah.

Commissioner Tarkanian speaks:
We're trying to find a way that we can use more General Funds for really needed projects down here in the Valley; roads, I don't need to go through all of them. Your work does, I would think, encourage tourism or at least make more tourists want to come up to the area. And I just thought maybe between now and the time we meet in our budgets, that you go and meet with TVDA and see if maybe you can get them to offset $30,000 to what we provide them is very nominal, while we could use this other money to something else.

Ms. Schmidt speaks:
I think that's a great conversation to have and we do have a relationship with them. I think one of the things we really also look at is that obviously, small business is an indicator of a healthy economy. And that is not necessarily a focus of a destination management organization like theirs. And for us, yes, it's obviously, tourism is still our number one sort of sector, but that is one of the things when we talk about sort of helping to create diversifying our economy to help with those shocks and other things. I agree, I think, you know, those relationships and collaboration are critical and that's one of the things I think we do focus on in terms of building those relationships. So I would welcome a conversation with them, I think it's a great idea.

Commissioner Hales speaks:
If I may? Commissioner Tarkanian makes a great point. So I think you should not welcome the conversations, but start the conversations.

Ms. Schmidt speaks:
Thank you, Commissioner Hales.

Chairman Gardner speaks:
Commissioner Rice, did you have a comment also?

Commissioner Rice speaks:
Yeah. I think that one of the things that we don't need to overlook is the camera system; this is something that is of great importance to those that live at the Lake. And we depend on early detection and putting these things out before they turn into Tamarack and before they turn into other great, looking at what happened to Pasadena and Altadena. And the millions of dollars worth of homes along the beach, which, by the way, will probably never get rebuilt and I don't want to go there. Anyway, I think that one of the things I would like you to tag on to is their movement to try to get a firefighting helicopter at Lake Tahoe and that's something that I think you could have a good involvement in. Thank you.

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Chairman Gardner speaks:
Thank you, Commissioner Rice. So we're going to wrap this up, but I want to echo some of the things my fellow Commissioners have indicated and apparently, we've started our budget deliberations already. We're already taking a look at that, which means we used to chase dollars, now we're chasing what I call precious pennies. Every jurisdiction in Nevada, every jurisdiction in the country is chasing precious pennies now, not just dollars. And I guess a lot of concerns that I think have been articulated by our Board is that there are a lot of overlapping activities by a variety of basin organizations, a lot of overlapping activities by a variety of basin organizations. And so that's where we're down to is where do we prioritize our dollars? And that's going to have to be a discussion we're going to go into, not only with you folks, but a lot of other folks as we move down this process to May 28th, I think is when we have our final meeting. So anyways, thank you so much for your presentation today and I know it's difficult for you, this is the first time and as a new Executive Director. So congratulations and welcome and I hope we didn't unload on you too much.

Ms. Schmidt speaks:
No, I really do appreciate it. And again, we recognize that there's always priorities and we also really do appreciate candor because I think that is a gift. And so thank you again for your time and thank you for consideration and again, recommendations as we move forward. So thank you.

RESULT:	**PRESENTATION HELD.**

Chairman Gardner speaks:
So Ms. Burgans, you're up next. And I'm just questioning, I'm wondering if we should take a five minute break and come back at 11:30 AM and then go into yours. Okay, hopefully we can get through this without taking a lunch today. So we're going to take a five minute break, thank you.

A break was held.

CLERK-TREASURER

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

Chairman Gardner read the agenda item into the record.

Amy Burgans, Clerk-Treasurer, speaks:
Thank you, Chairman and thank you, Board of Commissioners. I promise you this will not be an hour long. So with that, I know that I have presented this publicly to a lot of members of the community and I've also sat down with any of the Commissioners or members of the public that wanted to discuss it. So I think it's been out there, we do have it on our website which I'll talk about at the end. So I'll speed through this a little bit, I just want to give some context first.

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

- Douglas County Precincts
- NRS (Nevada Revised Statutes)
  - NRS 293.205
    - Except as otherwise provided in NRS 293.208, on or before the third Wednesday in March of every even-numbered year, the county clerk shall establish election precincts, define

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the boundaries thereof, abolish, alter, consolidate and designate precincts as public convenience, necessity and economy may require.

- NRS 293. 206
  - On or before the last day in March of every even-numbered year, the county clerk shall provide the Secretary of State and the Director of the Legislative Counsel Bureau with a copy or electronic file of a map showing the boundaries of all election precincts in the county.

Ms. Burgans speaks:
This is not a function of the Board of County Commissioners. Today I am here for information only and for a clean record for the future and let me go into a little bit of context. I can't find how the precincts were created, I can't find when the precincts were created because it was a function of the Clerk, we did it and moved on. The only thing that I could get from LCB when I reached out to them was a map from 1989 and a map from 1995 that they had historically. But it didn't even show the correct movement or the current maps and when that change was made. So I wanted to bring this before the Board of Commissioners, not only for transparency for the public for information, but also now the map will be historically a part of the Clerk record moving forward.

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

- What is a Precinct?
  - Defined in Nevada law as the smallest voting area.
  - Historically used to group voters who shared the same ballot.
  - Before 2019, precincts determined your polling location.
- 2019 – Switch to Vote Centers
  - AB 345 (2019) introduced vote centers statewide.
  - Voters can now vote at any voting location in Douglas County.
  - Precincts no longer determine where or how you vote (Early, Election Day, or Mail Ballot).
- How Precincts are Used Today
  - Primarily for internal ballot creation and assignment.
  - The laws still state that we release election results per precinct.
  - Precincts are no longer tied to polling place locations.
- 2021 Redistricting
  - New boundaries for Commission, Fire, and School Board districts.
  - Publicly presented and approved by the BoCC in early 2022.
  - During the redistricting, the new district lines split across and through old precincts, causing precinct splits and confusion.
    - EXAMPLE: One voter in a precinct could be in Commissioner District 2 and their neighbor, who resided in the same precinct, could be in Commissioner District 5.
- Why the Precinct Change is Needed
  - Align precinct boundaries with district boundaries.
  - Improve voter understanding of district assignments.
  - Streamline ballot creation and reduce administrative complexity.
- Current Complexity
  - 41 existing precincts in Douglas County.
  - 123 different precinct splits.
  - 369 ballot styles must be created and reviewed in primary elections.
- New Precinct Numbering System
  - Each precinct will have a three-digit code.
    - Digit 1 = Commission District

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    - Digit 2 = School Board District
    - Digit 3 = Fire District
- Example – Precinct 252
    - Precinct 252 would be in the following districts:
        - Commission District 2
        - School Board District 5
        - East Fork Fire District 2
- Benefits of the New Precinct Plan
    - Clearer district information for voters.
    - More efficient ballot creation.
    - Reduces precincts from 41 to 33.
    - Significant reduction in precinct splits.

Ms. Burgans speaks:
Here is the map, which is very tiny and I apologize; there is a larger version out in the hallway. If you go to govotedouglas.com we have created, we being GIS, has created a search tool where you can click on the search tool, put in your address and it will tell you your new precinct number. We already have these maps put into our voter registration system and we wanted to make sure that we had everything lined up for today's meeting. If you guys have any questions or concerns I want to go through them but our plan is to move forward with these maps. They will go into effect tomorrow and we plan to send a voter notification card to every active registered voter in Dougals with their new precinct information. We have our vendor working on that right now, we're hoping to have those out by the end of next week. So I think I covered everything; do you guys have any questions?

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

Chairman Gardner speaks:
Questions, Commissioners? I think most of us have already participated in a presentation by Ms. Burgans. Is it Burgans Brown? No, I just recognize that you have recently gotten married. Okay with that then, I hope that the public has been watching this and this presentation, and as they get new voter registration cards in the mail, that'll clarify a lot. And once again, I think that will instigate a lot of phone calls to your office as well, so I'm sure you're anticipating that. And I know this is something that you've wanted to clean up for a number of years. But being involved in trying to get even just the other three processes done of Commissioner districts, school board districts, and fire districts, that was a daunting task alone and then running two elections or three elections in the meantime, so we appreciate your efforts. Thank you.

Ms. Burgans speaks:
Thank you. I would also say the voter notification card is also going to have your party on it and I would encourage everyone to take a really good look at that. Don't just throw it away, look at it, make sure the information is correct. If it's not, please go to the Secretary of State's website and update your voter information prior to the Primary in June.

Chairman Gardner speaks:
Very good. Thank you so much, appreciate your time.

Commissioner Rice speaks:
Question.

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Ms. Burgans speaks:
Yes.

Commissioner Rice speaks:
How many people are in my precinct?

Ms. Burgans speaks:
I believe…So Tahoe Township is now one precinct.

Commissioner Rice speaks:
Yes, that's why I'm asking.

Ms. Burgans speaks:
You have 4,880, I believe. It is the largest precinct. But I do have all of those numbers broken down on my laptop, which I left right over there, sorry.

Commissioner Rice speaks:
Thank you.

Ms. Burgans speaks:
You're welcome.

Chairman Gardner speaks:
Okay, very good. Thank you so much, we appreciate it.

RESULT:	**PRESENTATION HELD.**

COMMUNITY SERVICES

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

Chairman Gardner read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Thank you, Chairman Gardner. Thank you for allowing me the opportunity today to talk to you about our Title 6 updates. 2022 was the last time we did an update to Title 6 and we really did a complete overhaul. Now that we've had a couple years to implement a lot of the things that were put into Title 6 that we identified the need for additional updates and I will go through those right now. So we did some additional definitions and some clarifications of some definitions, new and updated definitions are for bite cruelty, director, feral cat, and pet services. Some of the changes that we're doing are helping us better align with Title 22 because there is some overlap between Title 6 and Title 20. And then an additional definition for tether. These aim to remove ambiguity within the code and provide clearer guidance for enforcement and

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ensure consistency across related regulatory sections. So those are the updates to the definitions. We did updates to dangerous and vicious dog procedures. The Title 6 prior to 2022 only had a dangerous, vicious dog declaration. And so we have added an additional one for danger, or sorry, for dangerous dogs so that there are opportunities for looking at the various acts that are happening with dogs. And some aren't always vicious, but some might be dangerous based on what has been happening with them. So individuals who have a dog licensed in a previous jurisdiction where they have been deemed vicious, will now have to let our Animal Services operation know that their dog has been deemed vicious in another jurisdiction so that we can license them and so that we are aware of them. We have included administrative appeals related to dangerous or vicious dogs, determinations that will be submitted to the Director, rather than to the Board of County Commissioners, really streamlining this process.

And the code now clarifies that any dog may be declared vicious and additional factor for consideration when supporting evidence by the dog's history or demonstrated propensity to attacked without provocation. The previous language was pretty ambiguous and it didn't allow for some of that professional investigation and judgment by our Animal Care Service Officers, so the new code does allow for that. There are revisions to governing the number of dogs allowed to provide flexibility for residents while maintaining regulatory safeguards. And so the updated code, residents without a dog breeder, dog fancier, dog rescue, pet service, pet shop, or kennel license have the ability to apply for a variance permitting ownership of up to four dogs on their property. Currently, residents are not allowed to have more than three dogs, so we created a variance process to allow up to four dogs over four months of age. The variance will be granted upon showing of good cause and payment of variance fee renewable every five years and so this fee is separate from the standard dog licensing fee. Violation of any Title 6 provisions may result in a variance revocation and individuals that are found over the allowable dog limit will receive written notice and must come into compliance within 30 working days. We also did some revisions to the licensing requirements for animal related facilities. So our Animal Care and Services does license these facilities. So the proposed amendment strengthens standards for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels. So licensed facilities must maintain an effective rodent and parasite control program to reduce infestation and the spread of disease. All licensees and prospective licensees must complete an animal handling training course.

So this is a new requirement that came out of the last legislative session where licensees for these types of facilities are required to have this training, so we updated our code to align with that. And this will be provided at no cost by Animal Services and it must be completed every two years prior to the issuance or renewal of any licenses. And then we updated the acreage requirements for these licenses to align with Title 20. I think in the previous regulation it was up to five acres and now it's up to three acres. We provided some clarification of impoundment procedures. While no substantive procedural changes were made, existing impoundment provisions have been reorganized and consolidated to improve clarity and the usability of the code. We had some clarification on the animal cruelty provisions. Clarifications to cruelty related provisions were addressed primarily through the addition and refinement of definitions, ensuring that enforcement actions are supported by clear and specific terminology. We did some updates to the euthanasia policy. This revised policy specifies that individuals performing euthanasia must hold a current euthanasia technician license issued by the State Board of Veterinary Medical Examiners. And really strengthening standards for humane animal care, and then amendments to investigation, citation and penalty provisions. While existing enforcement provisions were already present in Title 6, they've been reorganized into a new consolidated section to improve readability and support, consistent application for penalties for noncompliance. Those are the changes that are taking place in this and I'm open to any questions you may have at this time.

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Chairman Gardner speaks:
Commissioners. All I would say, it's not a question, it sounds like an extremely, very comprehensive update. And so we appreciate your time that you've invested in this process to the benefit of our county and our pet owners. So with that, if there's no other questions, then we'll go to Public Comment. Is there any Public Comment in regards to adopting Ordinance 2025-1659?

PUBLIC COMMENT – none

Chairman Gardner speaks:
Okay, I see no Public Comment so we'll bring it back to the Board. What's your pleasure?

Commissioner Hales speaks:
Brief comment. Really well done changes, I think our Animal Services are doing a great job, really appreciate it. I'm ready to make a motion. I move that we approve this ordinance, as presented.

Commissioner Tarkanian speaks:
I'll second it.

Chairman Gardner speaks:
Okay, we have a motion by Commissioner Hales, seconded by Commissioner Tarkanian to adopt Ordinance 2025-1659, as presented. Sensing no further discussion, all those in favor signify by saying aye. The motion passes 5- 0. Thank you very much, appreciate your brevity.

MOTION TO: Adopt Ordinance 2025-1659, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals. The ordinance adds new definitions to clarify code language, modifies certain procedures related to dangerous and vicious dogs, updates procedures related to the number of dogs a person may keep, revises requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels, amends appeal procedures, revises procedures related to the impoundment of animals, clarifies provisions related to animal cruelty, updates the Animal Services euthanasia policy, and amends provisions related to investigations, citations, and penalties for non-compliance based on Public Comment, the discussion of the County Commissioners, the Staff Report and to ensure public health and safety; carried.

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

COMMUNITY DEVELOPMENT

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

Chairman Gardner read the agenda item into the record.

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Kate Moroles-O'Neil, Principal Planner, speaks:
Good morning or good afternoon to all of you and everyone in attendance today. Not yet? Okay, good morning/afternoon. So yes, this is the first reading, so pursuant to NRS 244.100, the requirement is that the ordinance be read by title by the Board of County Commissioners which has been completed. I will be back on February 19th for the second reading for presentation and discussion, but if you do happen to have any questions for me today, I'm happy to answer them.

Vice Chairman Tolbert speaks:
We've been asked about this as it's coming down, they knew it would be. So I think the one thing we'd like to get out there is that this would still be subject to the Growth Management Ordinance, correct? That way I think that would head off a lot of phone calls before the next one.

Ms. Moroles-O'Neil speaks:
Correct.

Commissioner Hales speaks:
Maybe the only other thing to get out there is this is required by State law now.

Ms. Moroles-O'Neil speaks:
It is. Assembly Bill 241 was passed in May of 2025 and all jurisdictions must abide and allow multi-family development in commercial zoning.

Commissioner Hales speaks:
And I think we're all perplexed at how legislators from Clark County think they know what's best here; nonetheless, we are obliged and will uphold the law.

Commissioner Rice speaks:
Just out of curiosity, did you change your hair?

Ms. Moroles-O'Neil speaks:
That is hysterical. Yes, Commissioner Rice, I'm letting it grow actually.

Laughter was heard.

Ms. Moroles-O'Neil speaks:
So I've always had it short, I thought that I'd try something different. I just turned 60 in December, so I thought, I'm going to allow my hair to grow and I think it's covering some of the gray, so it's working so far.

Commissioner Rice speaks:
So far.

Ms. Moroles-O'Neil speaks:
Thank you for noticing.

Commissioner Rice speaks:
It's becoming.

Ms. Moroles-O'Neil speaks:
You're still really sharp.

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Commissioner Tarkanian speaks:
So Assistant District Attorney, are we going outside the agenda now?

Laughter was heard.

Chairman Gardner speaks:
I don't think hairstyles is on the agenda today. Yes, you're right, better not be.

Commissioner Hales speaks:
Looking good, though, looking really good.

Chairman Gardner speaks:
Okay, thank you so much Ms. Kate Moroles-O'Neil.

RESULT: PRESENTATION HELD.

FINANCE

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

Chairman Gardner read the agenda item into the record.

Kathy Lewis, Chief Operating Officer, speaks:
Thank you. We are at that time of year again. I get very excited at a fiscal year end but I love budget just as much. So we're going into budget even though it is always difficult, we have limited resources with a lot of work we want to get done, but I enjoy doing budgets. So this is the kickoff; tomorrow we will meet with department Elected Officials and Directors and their staff. I'm sure most of them are listening, but also to talk about what we talk about today and then they can start building their budgets. But we like to start with looking at the past and what we're doing this year, and then we'll go into how we propose with budget directives to build the budget for next year. The past, I do want to make a mention in the background of this item, I said the past was Fiscal Year '23-'24, but the past is actually Fiscal Year '24-'25. So we will talk about Fiscal Year '24-'25, which the audit was accepted by you guys in December with no audit findings; once again, yay. So looking at the budget, these slides are actually in the management discussion and analysis of the Audit Report. The Audit Report is a public document and it is on the Finance website if anybody would like to read the management discussion and analysis. This is the Government Funds, so not the Enterprise Funds and it shows the activity. As we talked about, over half our revenue comes from taxes; whether it's property taxes, room taxes, sales taxes, over half of them come from sales taxes. I think the interesting thing is that only 13 percent of our revenue come from charges for services. So that means most of our services provided to residents or most of our activities are supported by those taxes that we collect. The other slide is looking at the operating revenue expenses versus program revenues by function. As you would expect, the biggest expenditure we talk about quite a bit is public safety. The Public Safety Officers are not a revenue generating function in this community or in any community and so it shows the expenditures compared to the revenues, the program revenues that we receive.

And these are audited numbers, so actual numbers from last year. And then similar to what you would expect in the Enterprise Funds, which is our water, sewer, trash fund, Airport fund, those funds we expect to be supported by charges for services. So just the opposite, we expect if we have an Enterprise Fund, that whoever's in that water district will support the water fund in that district and not be supported by

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taxes or fees. So this is what we would expect for that. This is similar to the first slide looking at the government activities, again, over half our revenue come from taxes. It shows the General Fund and then also the total all other funds. Looking also at the government funds at operation, at the expenditures piece of it, the General Fund versus the County funds. I will say if you were listening to our County Manager's presentation yesterday at the Chamber, in her presentation she had public safety at 30 something percent of the total General Fund. What she was presenting on was how we built the budget, which includes a contingency that we don't spend, which includes transfers out this year of our first payment for the Justice Center. These are actual expenditures, so actual expenditures last year in the General Fund, 47 percent of them were in Public Safety. So a little bit different in percentages if you're watching, which I'm sure my boss would ask me afterwards because she watches the numbers like that. I also wanted to look at the ending fund balance, how we end the year with. So we end the year with, in governmental funds, we had $151 million that we ended the year with ending fund reserves and ending fund balances. Of that $151 million, $16 million was considered unassigned. These categories are set by GASB and they're audited by our auditors. So there are very specific instructions on how we can classify the ending fund balance based on those five different categories. Of course, the least restrictive is that unassigned and it is in our General Fund, that $16.4 million. I wanted to look at that closer so you knew what that $16.4 million makes up of.

Commissioner Tarkanian speaks:
When you say unassigned, that's what you mean by it's not in any of the restricted plans, it's our general budget?

Ms. Lewis speaks:
It doesn't fit into those categories, but let me show you what that unassigned is made up of. So we ended the year, this is the General Fund, here's our $16 million. Of that unassigned when you guys as a Board adopted the budget last May, we adopted the budget to begin the year with $12 million. So we keep that reserve amount, we want to keep two months, that's our goal. So we say of that $16 million when we created this year's budget, we wanted to start the year with $12 million, so that's out of that unassigned piece of it. In addition to that, we had $2.8 million that we brought forward that were projects, or contracts, or purchase orders that didn't finish June 30th that we brought forward. It was a budget augment that was approved in December. So once we take care of those two numbers, really, the unallocated piece of that unassigned is $1.5 million. And trying to look at it closer, looking at that $1.5 million, half of it was from revenue that we collected over budget. So we collected $784,000 more in revenue, total revenue than we had budgeted, that's one percent of our budget. And I always struggle because $1.5 million is a lot of money, one percent of our budget is not very much, we were right on budget. And if you look at expenditures, a little less than one percent, we didn't spend that we had budgeted. So we were right within our budget last year when we finished the year for that. So that $1.5 million is unallocated; we will be coming to the Board at a later date to allocate those funds or to talk about how to spend those funds.

Commissioner Hales speaks:
You must never retire, ever.

Laughter was heard.

Ms. Lewis speaks:
I know that is great news, I would like it to be a little higher to be a little more comfortable. But it was good, it was good news, we finished right on budget. Yes?

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Vice Chairman Tolbert speaks:
That was going to be my question is, I think we talked about that before, is that where again, novice-ish question, where would you prefer it come out? Is there a magic range that you would like to be to make you sleep better at night?

Ms. Lewis speaks:
That is a great question. I teased that I would like a larger percentage but I also feel if we collect taxes from our residents, we should be using it and it shouldn't be going into a savings account. So this is good news. The good thing that we've done in Douglas County is we have created and funded some other accounts that would help us if something happened that we would have to spend more or if our revenue didn't show. So we have a Stabilization Fund and we have an Extraordinary Maintenance Fund. And those are two funds that are governed by state law of how we can spend them and how we can use them, but they will protect us that if this would go negative, we could dip into those funds. So I like it to be as close as possible because that means we're maximizing everything we have to the greatest extent possible and we have our protection.

Commissioner Tarkanian speaks:
See that's what I was going to say, it's always nice to have more flexibility. But we are so short on road maintenance, stormwater and so many things, and to just have money sitting in the account which is really needed to be used is important. And I don't know if this is the time for you to answer, or maybe you can in our budget talks, but how much do we have last year and what did we end up allocating that for?

Ms. Lewis speaks:
I would have to go back and look. I believe it was just under $3 million that we had unallocated last year.

Commissioner Tarkanian speaks:
Again, could just let us know what that $3 million ended up going towards at the end?

Chairman Gardner speaks:
I would also say there's many counties that aren't experiencing this, they're in the red numbers. I always prefer, and we've talked about this over the years, I would prefer to overestimate our costs and underestimate our revenues, rather than the opposite which could put you in a real hole if those revenues don't come in but you've already spent the money or allocated the money, so that's a concern and I appreciate this.

Jenifer Davidson, County Manager, speaks:
So Mr. Chairman, if I can jump in here? A couple of comments; so $1.5 million feels like a lot of money and for this organization, it is a lot of money, but I'm going to use a couple of analogies here just for context. So when I first became responsible for a budget, I was working out as an Administrator in China Spring Youth Camp. The total operating budget of China Spring Youth camp was $6 million. I was working with Director Thaler at the time; he said to me, guard the budget with your life. I took him seriously, we cut that budget within $6,000 by the end of that fiscal year. That is what we have done here, we have taken a $6 million budget and spent up to everything but $6,000, that is proportionately the same thing. In a household budget, when you look at what the average person is bringing home, we have cut the budget within $6 of the household budget. That is crazy accurate and it does speak to Ms. Lewis' skills, this is not money just sitting in the bank. I will tell you what this took is real management of this budget, consistent conversations with our Department Heads and Elected Officials. And real teamwork by leadership to ensure, one, we weren't overspending, that we were continuously tracking revenues to make sure that we knew what was coming in in real time. And we were having real conversations with team members about where they can cut, where they can save because you got to bet that we were watching this very closely and we were concerned. You have to proactively manage your budget and this

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is about as close as we are comfortable with cutting it. And I am very pleased with the work of the leadership of this organization to find efficiencies where we can and to cut corners where we can. But I will tell you, this is tight and going into our next budget, conversations for the future fiscal year, this is going to be a tough conversation. For other organizations, they have had to go to layoffs. We haven't had to go there yet, I'm not saying that we are going to, but I want you to keep that in mind what I just said about how close we cut this. There's not room in next fiscal year's budget.

Ms. Lewis speaks:
Thank you for that. So that is how we ended last year, now we want to look at talking about managing our budget. We want to look at where we're at this year for the fiscal year we're in now. The first thing we want to look at to present is property taxes. Property taxes is just under 50 percent of our General Fund budget. I always find it interesting and I feel like if I say it enough years, everybody else will think it's interesting too, but property taxes, to me, the interesting thing when I was the elected Clerk-Treasurer is that this community pays 40 percent of the taxes that are assessed on the first installment. In the August installment, we see 40 percent of our property tax revenue, by the end of the third installment, which has just ended in January, we'll see over 97 percent of the revenue that has been 90 percent of the taxes that have been billed. Which is great because if you look at sales tax and gas taxes, we don't see that until the end of the fiscal year and we're always watching that closer. Property taxes we know how we're doing pretty early on. So property taxes were right on budget, we're trending right on target of what we had budgeted. And this was at the end of December, so you don't see this being at the 97 percent, that installment just ended because it started January 5th for that. The next one is State Consolidated Taxes, which is about 24, 25 percent of our General Fund budget. Again, it's made up of those six taxes, the two biggest being sales tax. For this budget, we think that we're trending cautiously on target. That one is about two months in the rear, so we've only received the taxes from the State through October. If you can see, we're a third of the way through the year, but we have collected more than a third of the budget, but it's also sales tax. And so we are watching that, we haven't seen what the holidays have done of how that's been doing. In addition to that, the State upgraded their system last year and we're learning the trends that we would expect to see with their distribution with their new system. So we are cautiously thinking we're on target for State Consolidated Taxes. The occupancy room tax and so this is not a General Fund tax, but it is the taxes that support our second biggest fund, which is the Room Tax Fund, Community Services. This slide is net of promotional payments. If you looked at our audit, you would see that we did over budget or think that we would receive more in room taxes than we actually received last year. This year, we think that budget might still be a little bit high. We've been working with Director Brook Adie on it, on this year's expenditures and watching it, but we think it's trending about where it was last year and we're watching those numbers too. That is another one we're about two months behind before we actually see how the room tax is doing.

Ms. Davidson speaks:
Mr. Chairman, if I may just jump in here? For those who may be watching this presentation and hearing this for the first time, there's a couple of factors impacting room tax leveling off and/or declining. Specifically at the Lake, there are a number of property renovations going on which have impacted the availability of rooms, but additionally we have seen a decline in vacation home rental permits. At their peak, I think the highest number we had was just over 590 vacation home rental permits, now we're closer to around 530. We are continuing to see those decline and it's a number we're watching. I do expect that it's probably going to level off somewhere around 500, but that's definitely having an impact on our room tax revenue overall.

Ms. Lewis speaks:
The last revenue to look at is gasoline tax. Again, not a General Fund tax, but as Commissioner Tarkanian mentioned, it does support the roads and so we want to watch it. It has been pretty level the past couple years and we're trending on target with where we are at collections. It's another revenue that's two months

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in the rear by the time we receive it but it's cautiously on target. Unfortunately, not a growing revenue, but it's cautiously on target of what we're expecting for that.

Chairman Gardner speaks:
This is a growing trend across the United States, not just singular to Douglas County with the average miles per gallon requirement by the Federal Government for new cars. And also the increased use of electric vehicles without revenues coming in is concerning every county in the United States. I can attest to that, so it's not just us.

Ms. Lewis speaks:
Thank you for that. As a reminder, when we built the '24-'25 budget, we eliminated or we held seven positions vacant. We also did a lot of work with our departments and Elected Officials of scrubbing that budget, looking to make sure that our contracts were contracts we were using and that they were accurately recorded, removed one time expenditures. We strongly feel that that work that we did two years ago has set us up in a position that we have a tight budget, just like everybody else in the region. But as our County Manager has mentioned, layoffs have not been in the discussion where they have been with our counterparts and so we feel like this really has helped us and set us up for where we're at now. And we'll continue scrubbing those budgets and working with our departments and Elected Officials to more efficiently deliver services and see where we can reduce expenditures. This is the General Fund, I will say we're trending right on target, we're halfway through the year. I ran this as of December 31st, collected 52 percent of our revenues overall and we've spent about 45 percent of our budget. So about as on target as you can get for this point in the year, we're watching it. That is where we're at now, so now we'd like to talk about going into the budget building process and what we're seeking direction from the Board. I always struggle when I have to show a five year forecast. And it was recently mentioned to me, probably a good analogy is, a five year forecast is like the ten day weather forecast. We have to plan for it, you have to look at what that ten day is, but a lot can happen in between. So what I hate is that this five year, when you guys are all Commissioners in 2031 and 2032, will look different than what I'm showing you now because things change. But we have to look forward, we have to be able to plan and know what our trends are doing for that. So '26-'27 projected…

Chairman Gardner speaks:
We'll also let you know that the Board up here will look a lot different in that time during that time also, so just an observation.

Laughter was heard.

Ms. Lewis speaks:
So as we talked about, assumptions will change, this really is the first look at our five year forecast. What we will do after this meeting is we'll start working in detail with our departments and Elected Officials for revenue projections, we will get State projections of what they're thinking. They haven't released those, they'll release those in March, February and March. We'll start nailing down our expenditures and looking at service and supplies in detail, and running those information in detail. So this is really a preliminary look at and gives us an idea of how we need to build the, building, how we're recommending for you guys to build those budget directives. In the General Fund, when we look at the revenues, property taxes is 50 percent of our budget. And for property tax projection going forward, when we bring numbers to you in March, at the beginning, we'll have another five year forecast that will be a little more accurate, a little more detailed. For property taxes, we'll work with Building Department, with Community Services, Community Development, sorry, and our Assessor to look at what we're seeing for property taxes. The biggest question there is new construction. Existing property taxes are capped, as we know, and so that's an easier number to project. But then we'll look at what we expect to add to the role in July.

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State Consolidated Taxes, waiting on the State. I'm curious to keep watching our State Consolidated Taxes to see how we're collecting right now going forward and what we can do for that.

And then those are our two biggest revenues, salaries and wages and employee benefits. Preliminary numbers, we have built it based on what our contracts are and what we expect to see there. We know when we go forward that we built in last year, we had a pretty big increase in our PERS rate and so that is our second year of that PERS rate. We'll find out this fall what the State is thinking for the PERS rate for the next two years for that. We also built in the projection, just so you know, going forward in those five years is we wanted to look at, we're expecting next year to bring on the Justice Center. So we have Justice Center operating costs, we expect operating costs to increase and we expect another PERS increase every two years for here. So looking at it, especially looking at the '26-'27, right now, without any input from departments and Elected Officials or review of their budget, we are about $1 million less in revenue than expenditures. We'll take this number and now we have a lot of hard work to do before we come back to you for the budget hearings in March to present what we have in March. I like these numbers down here and to me, this is what we want to look at. Our goal is always to have two months of reserves, two months of reserves is about 16.67 percent. Two months gives us that little bit of buffer to make changes if we're seeing changes in the economy. So this right now is 1.66 and then you can see what the projected is. This will not be, whoever is sitting in whatever position, this will not be how the budget would be adopted in five years, we would not have that low of a reserve.

Chairman Gardner speaks:
Well, I'm glad to know that you'll be around for '31-'32.

Laughter was heard.

Ms. Lewis speaks:
So from here is what we wanted to look at what were our challenges. We think our challenges are for the '26-'27 budget is we're building this budget in an environment of economic uncertainty and varied, I love that word but I can't say it, variability. We want to provide programs and services at levels that can be sustained with our revenues. And that's the most important thing I think when we talk to departments and Elected Officials is what can we provide with the revenues that we have that with taxes and stuff coming into us? Continue to work on that PERS contribution rate, the biggest one, of course, was the police/fire rate that went from 50 percent to 58.75 percent. Really, we built it in this year's budget and then we'll make sure that we built it correctly, and we're ready to build it in for next year's budget too, that increase. We anticipate that we'll see health insurance increases in January of this year. We saw it in this past January, the year before we didn't see as much, but we need to budget and plan for that. We know that operating costs are increasing, we know to provide the same level of service we have right now that the operating costs are increasing. And we need to continue to balance our operating needs with our capital needs, we need to continue to balance it based on what we have to implement the Strategic Plan. We have the Justice Center operating costs coming on next year, we need to look at remodeling the JLEC building whenever that happens. We need to increase our investment in road maintenance and infrastructure, plan for increased investment in stormwater infrastructure. We're working on upgrading and replacing our Public Safety radio system, and we want to create that Facilities plan and needs analysis for the whole County, so we have a plan for that. And we want to keep compensation competitive with our region.

So the proposed budget objectives is that we will present a structurally balanced budget, we'll prepare and plan for those priority projects that we talked about and then work on compensation to always keep that in the back of our mind too, of the compensation. The specific directives going through there, is that we're asking the Commission to approve is the directives is that for the General Fund and any Special Revenue Funds shall be balanced with operating expenditures equal to or less than projected operating revenues. And the Enterprise and Internal Service Funds shall reflect the full cost of providing those

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services and they're supported within their fund. Revenues, we will budget revenues conservatively based on recent trends, information provided by the State, departments, and other economic data. Personnel costs, we are recommending no new personnel being added to the budget for next year. The departments and Elected Officials can certainly talk when they come forward but we want to do the directive that no new personnel will be added to the budget for next year and that personnel budgets are prepared in compliance with what our labor contracts and our policies say. Service and supplies, our operating costs; I do want to say that these budget directives were in the Board back up. But obviously, my years must be confused and so I think I said '24-'25 in the directives and I'd like to change that to '25-'26. We are asking departments not to increase their service and supplies budget more than the current year, this year we're in now adopted budget and we're saying in total. So for example, Community Development has many different departments, over all their departments we're asking that number not to increase. If when the Director, when Tom is preparing the budget, if he wants to increase another line item, we're asking him to look for other line items that he can decrease to fund that.

If there needs to be an increase, you will see it as a request to increase it in total for that when it comes to the Board. Any new programs or one time expenditures will be submitted on a supplemental new program budget request form. And we continue to ask departments to really scrub their budget. If there's line items that they just haven't spent that they can reduce, we're asking them to reduce. And we've also had discussions with the courts and if you've read the paper, the courts, there's a lot of different trials happening in our community, a lot of murder trials happening in our community. What we've talked with the courts to is those type of expenditures are really good use of our Contingency Funds. It doesn't make sense to build up a budget for something that might happen every five years, but if they have something that happens every five years, like many cases or many murder trials, then we can come to the Board and ask to use our Contingency Funds for that to get them through that year. So we're asking departments to look at their budget that way. Capital outlay, any capital outlay or project will come to the Board as a supplemental capital budget request. And then looking at our calendar today, we're doing the budget kickoff. We have scheduled March 23rd, 24th, 30th and 31st is our special Board meetings for the hearings of all the departmental presentations. I'll start off the kickoff, along with our County Manager, of talking about our revenues in detail, how they're prepared. We'll look at sales taxes and property taxes and stuff like that. And then May 7th at the Board meeting we'll do a budget update and presentation of the CIP and another special meeting on May 28th to hopefully adopt the budget. The different things in there is we have to submit to the State by April 15th a Tentative Budget and then we have to submit to the State an adopted budget by June 1st. I lost my last page, it was just if you have any questions.

Chairman Gardner speaks:
Commissioners, questions? I think we've all gotten meeting requests for those dates, so we've hopefully locked those all in to our existing calendars. So are you looking for, what…

Ms. Lewis speaks:
I am, to approve the directives.

Chairman Gardner speaks:
…I am trying to, okay. So this is for possible action, so if there's no questions by the Commissioners, well go to the public. At this time, we'll open Public Comment for Item 15.

PUBLIC COMMENT

Jason Gibson speaks:
Tall guy audits. What you just heard here confirms our knowledge and our suspicion that 47 percent of the budget goes toward so-called public safety for a retirement community of 53,000 people. And that the JLEC remodel and the Justice Center comes before infrastructure, it comes before flood mitigation, it

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comes first. That JLEC institution is going to get 60 to 75 percent of all the revenues in this County by the time they build their $70 million cash cow. They say that public safety is not a revenue generating source of income; the hell it is, their cash cow is DUIs.

Chairman Gardner speaks:
Please be careful with your language.

Mr. Gibson speaks:
Their cash cow is the DUI and rather than run those DART busses like we've asked them to on the weekends to reduce the DUIs, and to run those DART busses during special events like CVI days, they would rather wait for you to leave the festival and bust you down the road. Spend a fortune on that DART transit, but they won't run it to reduce the DUIs because it's their number one cash cow. Those so-called peace officers fabricate the charges against you. If you try to call for service, they'll flip the narrative, they'll try to make you to be out, you to be the criminal. And it's not just me, you can't call Law Enforcement and get equal protection under the law and there's a number of people coming forward to expose that one. They claim that it takes one year to try cases in their jail courts; that's not true, that was a testimony in March that we heard, they pushed that out to two years plus. They hire half a dozen attorneys to ambush you, misrepresent you, mischaracterize you, they all get paid to do it. And every time that you're summoned to appear in that court, another bond issues, they got a whole back office of securities, and bonds, and monies that they're making. Every misdemeanor $50,000, every felony charge, $250,000, you're not even seeing what they're banking on the back end. Y'all should be ashamed of yourselves.

Chairman Gardner speaks:
Is there additional Public Comment?

Jim Jackson speaks:
I think the shame is misdirected on that last comment. The only thing that I think…

Chairman Gardner speaks:
Mr. Jackson, can you state your name for the record?

Mr. Jackson speaks:
Pretty good? I remember when I used to do budget projects when I worked at Disney. They were a nightmare to do, except we didn't have the problem of we could spend money like it was nonexistent. They didn't have budgets, we spent until we got what they wanted and that was it, so that made it a little bit easier. My only comment to this whole process is you have always had certain aspects of money coming in, tax revenues of some sort or another, that were restricted on what you could use them for. My request, and I think a lot of people in the county would go along with this, is that if it is the State that is mandating, such as the room tax, that you have to spend it on something like entertainment or whatever, that you go back to the State and ask for a variance. Say we don't need any more parks, we don't need any more entertainment venues, but we do need roads fixed and we do need flood water fixed. I think that would be something that the County could do and you might be surprised, the State might give you that variance. And then we could get some of the things fixed that the budget's not going to have the money to do. I mean, if we're based off the same money as last year, there was no money in last year to fix roads and there won't be any money again this year to fix roads. And some of the roads need to be fixed. Have any of you driven down East Valley lately? After about two or three months, got to get your springs replaced, your shocks replaced and your teeth replaced from rattling down that road. But I think that that's one of the things you could do, is go back to the State and say we don't need to spend this money on that at this point. Maybe somewheres down the line we could, but let's get a variance and spend some of those dollars on the roads or everything else. The other thing I know a lot of people are going to be watching

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for in this budget, you're not going to like it, but they don't want to spend any money on the theater. And if we see that as a line item somewheres in there, we're going to come back at you and say you promised not to spend any County money on that. You are the landlord, you're going to get stuck with fixing the parking lots and all that kind of stuff because you own that land now. But as far as the theater itself, that's a private enterprise, let them pay for all of it. Don't funnel it through the County like we did on this last one where you hired the architects, you made the contract with the architects, not the art council. That tells me somewheres down the line, they're going to stick you with a bill, I can see it coming right now. So that's my few words. Thank you.

Chairman Gardner speaks:
Thank you. Is there any additional Public Comment on this item? Sensing no further Public Comment on this item, I'll bring it back to the Board. Commissioners?

Commissioner Hales speaks:
I move that we approve the Fiscal Year 2026-'27 Budget Objectives, Directives, and Calendar, as presented.

Vice Chairman Tolbert speaks:
Second.

Chairman Gardner speaks:
Okay, motion by Commissioner Hales, seconded by Vice Chairman Tolbert to approve the Fiscal Year '26-'27 Budget Objectives, Directives, and Calendar, as presented. Any discussion on that? Sensing no discussion, all those in favor signify by saying aye. The motion passes 5-0. Thank you very much. I would like to say we're looking forward to this, but I don't know that we are. Once again, precious pennies. But we're certainly in, as I can attest, that we're in a better position than a lot of other entities, both local and statewide. Thank you for your diligence in this.

MOTION TO: Approve the Fiscal Year 2026-'27 Budget Objectives, Directives and Calendar; carried.

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

COUNTY MANAGER

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

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Commissioner Hales.

Commissioner Hales speaks:
Yes, thank you. A few things; I note that on page 286, a couple of the things I'm assigned to are not listed, so just a note. Carson Water Subconservancy District has hired Reed Cozens as the new Executive

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Director and it's an excellent choice and we had very good applicants. And there will be a retirement party for Ed James February 12th from 4:00 PM to 8:00 PM at Nashville Social Club. He's done a great job, so anybody who's interacted with him might want to note that. The interesting thing we learned last night is that the snowpack is dwindling. A lot of places regionally have had something of a wet winter, but it's been so warm that the snowpack hasn't built up. And what that means is it's all running down and not going to be around when we need it. So even though there's some water, we could be going into a drought later in the year. Carson Valley Arts Center, there will be a stakeholder meeting upcoming at the Carson Valley Cinemas. The architect, there's wide approval for the architect, so we did good work in choosing him. The broad we, we all, yeah. And the intent was with the Carson Valley Arts Council as a nonprofit partner, that profits from the operation of the cinema would go towards the renovation and creation of the Performing Arts Center. And so I will report that for the first six months under that arrangement, $25,000 is the profit that will go back into the theater. That's about on track with what Carson Valley Arts Council expected, but we think it could and should be more. And there will be an effort to educate the public better, working, we hope, with the Towns and GIDs and others just to inform the public that you buy a ticket, you build the arts. So we want people to view movies locally and support that. The last thing I'll note is the Business Council meeting yesterday, there was a report from the Sheriff's Advisory Council and the head of that group is Rudy McTee right now. Their annual fundraiser, which is always really great fun, is March 21st. So that's a report of some of my work.

Chairman Gardner speaks:
Thank you. And I would note, Commissioners, your list is at the end of the agenda of your assignments. If you are finding any inaccuracies there, please get together with our Administrative Assistant, Rachael, to adjust that. So thank you. Commissioner Tarkanian, do you have anything to report? Commissioner Rice?

Commissioner Rice speaks:
Since our last meeting, I attended the Lake Tahoe Visitors Authority meeting, the Tahoe Douglas Visitors Authority. Both of those organizations have had their yearly audit done and there were no audit corrections, and that everything was favorable. I also attended the Sewer Authority meeting and our longtime Office Manager retired, and she is no longer with us. Paula was a source of institutional knowledge that went back just about from when the casinos were built, and they built their sewer system way back when. And she will be missed. I also attended the South Shore Traffic Management Association meeting and you weren't there. I'm your alternate, I was there and there's not a lot to report from that. And I also attended the Stormwater Management Association and they're having all of the properties at the Lake go through and clean out all of their stormwater processing systems to make sure that everything is in compliance with the requirements from TRPA. And that's what I have.

Chairman Gardner speaks:
Thank you. Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
No, not much to report. I did have our Western Nevada Development District meeting; there's a lot of activities all over Northern Nevada, projects that are being supported and grants being written. The next meeting, I believe we're quarterly, I don't have that right in front of me. Also locally, the Cultural Arts Foundation and Partnership Douglas County are beginning collaborations on some drug and alcohol prevention, providing potential concerts monthly or bi-monthly that are targeted specifically to the youth that will be promoting alcohol free and drug free entertainment. Because we've grown up here, there's nothing to do, right, so we're trying to provide some things to do here locally for the kids that are safe and don't include elements that we don't want them to partake, or they shouldn't partake in.

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Chairman Gardner speaks:
Thank you. So on my list, I did attend the Chamber of Commerce previous Wednesday. Annually, the National Association of Counties does a new presidents fly in of the different associations throughout the country. And so I took the opportunity to do that since I'm the new President of the Nevada Association of Counties. The meeting didn't start until 2:00 PM on Wednesday, so I put my time in the morning to good use on behalf of the County and met with our congressional delegation, certainly trying to promote the Lands Bill passage. So hopefully, we can move that along here in this next session of Congress. And so in that process, I wasn't able to attend the Carson Valley Visitors Authority meeting on Friday morning and I appreciate Commissioner Hales filling in for me in that regard. Yesterday morning, I presented on behalf of the County at the Douglas County Business Council and that's an item that we need to add to Commissioner Hales' list of items, assignments because she's now also our eyes and ears on that board. And so we thank you for that, so we'll add that. And Commissioner Hales took a few minutes to talk about the exhausting 2025 that we just got through. So with that, we do have a couple of important dates coming up; next Thursday is the Northern Nevada Development Agency State of the Counties message, our County Manager will be participating in that next Thursday morning at Casino Fandango on behalf of our County. There will be four other counties that will be participating in that and I believe there are still tickets available should the members of the public want to attend that. It's an eye opening experience and you'll see how the other counties in our surrounding area, Carson, Storey, Lyon, and Mineral County are progressing through their processes and looking to their budgets for the next year. So with that, that's all I have to respond to.

RESULT: PRESENTATION HELD.

17. CLOSING PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
So with that, we'll go into Closing Public Comment.

Jason Gibson speaks:
Living man on the land and soil, native son of the republic of California, domicile in Nevada since 1980, '81. Today they just rolled into the budget a number of items funding the criminal enterprise of the Indigent Defense Services of Douglas County. They've all received the bar complaints which show that Justin Clouser, who they bankrolled at $132,000 today and another $60,000, almost $180,000, knowingly mal-administrated the defense services of constituent citizens exposed by Sharla Hales for billing this County and the State $1,700 an hour. Justin Clouser on the record admitting a nationwide crisis in bar representation, showing incompetent, ineffective assistance of counsel. The Governor, issuing a proclamation last year to assure us of our constitutional rights, isn't fulfilling his fiduciary responsibility because they won't listen. They won't give us our right to competent counsel or the right to defend ourselves and represent in propria persona. They know these things, perpetual ambush techniques, collusion between the District Attorney, Douglas Ritchie and his business partner Mark Jackson, their special prosecutor, Chelsea Mazza, Sandra Moore, the District Court. They call it a Justice Center, they call all the, they justify all this as a justice enterprise. It ain't no justice enterprise, they're taking you to the cleaners, strapping you down to unprecedented debt and a total police state. Cameras on all your stoplights, a culture of fear. Two to three, two to three cop cars on every, most every traffic stop, officers shooting each other in our neighborhood. Five officers drilling 50 rounds into a kid with a pellet gun, shooting his own partner. They know it and they're funding it. Over here, we're going to put this on the record, Douglas Ritchie's going to return it or it's going to be theft of property again. We also want to show that this agreement that they funded between the Human Health Services and the American Rescue Plan Act and Carson City Health is a scam to profile you with mental health disorders so that they can

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fund all of these counselors and fund all these programs so that they can jack you with medications…(*microphone turned off*).

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

Jim Jackson speaks:
I always hate following that. Last week, Douglas County made national news. My wife was watching the news in the morning and all of a sudden, the national news came on, on ABC. And it said Douglas County and it was referring to the school board and the problems that they're having and she said, do I know anything about that? And I said, nope, I stay away from that organization as far as I can. So last weekend she goes out and gets the newspaper and brings it in, she said, what did you do? Headline; Jackson returns to school board seat…

Laughter was heard.

Mr. Jackson speaks:
…second headline underneath it, district declares financial emergency. I said it's not me, I have nothing to do with that. I am not related to that Jackson, there's a lot of us out there, but that is not me and I'm not related to it. I just wanted to clear that up with you folks in case you saw that and you figured I'm trying to moonlight or something. So anyway, thank you.

Chairman Gardner speaks:
Thank you so much for the bit of levity.

James McKalip speaks:
That was an important disclosure. I really want to congratulate the work that Amy Burgans has done. Your precinct numbers are actually going to mean something; it's going to give you information and I think that that's an important step. And my role with the Rural Caucus, Republican Rural Caucus, I talked to a lot of other counties and they're waiting, they're waiting to see how it works, they're looking to do something similar. So I think Douglas County may just be leading the way for a lot of changes throughout the state and she deserves to be congratulated for that. Thank you.

Chairman Gardner speaks:
Thank you. Is there any additional Public Comment? Seeing no additional Public Comment, I appreciate the indulgence of the audience and the Board in working through this lunch hour. That doesn't mean that we won't be going to lunch, it's just that we didn't break for lunch. So thank you very much. And with that, the meeting is adjourned.

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18. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 12:52 PM.

Respectfully submitted:

_____

Mark Gardner, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____

Amy Burgans, Clerk-Treasurer

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AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a month-to-month T-hangar lease, Lease D-7, at the Minden-Tahoe Airport with Daniel Rihn, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve a month-to-month T-hangar lease, Lease D-7, at the Minden-Tahoe Airport with Daniel Rihn, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement.

FINANCIAL IMPACT:
Monthly rent income of $502 to the Airport fund 360-000 344.602 Airport Rent/Lease Income.

BACKGROUND:
Hangar D-7 became available after the current tenant vacated in December 2025. 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:
02.01.26 Hangar D-7 Agreement - Tenant Signed.pdf

Minden-Tahoe Airport
T-Hangar Rental Agreement

This agreement is made effective Feb 1, 2026 by and between Douglas County, Nevada ("County"), which owns the Minden-Tahoe Airport ("Airport") and Daniel Rihn

("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. D-7 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	Schleicher
1.2	Aircraft model	ASH 31 MI
1.3	Aircraft year	2016
1.4	Aircraft registration "N" number	N527DR
1.5	Aircraft registered owner(s)	Daniel Rihn

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 $ 502 , 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 D-7 , 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:	Daniel Rihn
Address:	4357 Candleberry Ave
	Seal Beach, CA 90740
Phone:	562-761-1630
Cell:	562-761-1630
E-mail:	danrihn@aol.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 _____
Daniel Rihn 1/15/26

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

Daniel Rihn 1/15/26

DANIEL RIHN

Name

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a month-to-month T-hangar lease, Lease C-4, at the Minden-Tahoe Airport with Curtis Cain, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve a month-to-month T-hangar lease, Lease C-4, at the Minden-Tahoe Airport with Curtis Cain, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement.

FINANCIAL IMPACT:
Monthly rental income of $476 to the Airport fund 360-000 344.602 Airport Rent/Lease Income.

BACKGROUND:
Hangar C-4 became available after the current tenant vacated in January 2026. 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:
02.01.26 Hangar C-4 Lease Agreement - Tenant Signed.pdf

Minden-Tahoe Airport
T-Hangar Rental Agreement

This agreement is made effective Feb 1, 2026 by and between Douglas County, Nevada ("County"), which owns the Minden-Tahoe Airport ("Airport") and Curtis Cain

("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. C-4 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	Cessna
1.2	Aircraft model	180H
1.3	Aircraft year	1971
1.4	Aircraft registration "N" number	N9718G
1.5	Aircraft registered owner(s)	Curtis Cain

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 **$** 476 **,** 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 C-4 , 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:	Curtis Cain
Address:	2100 Koldewey Dr Reno, NV 89509
Phone:	
Cell:	775-772-0766
E-mail:	Cscain66@gmail.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_____
Curtis Cain 1/28/26

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.

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- 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

Curtis Cain 1/28/26

Name  1/29/26

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to retroactively approve a month-to-month T-hangar lease, Lease B-1, at the Minden-Tahoe Airport with Michael Price and Roger Kubeck, beginning October 21, 2025, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Retroactively approve a month-to-month T-hangar lease, Lease B-1, at the Minden-Tahoe Airport with Michael Price and Roger Kubeck, beginning October 21, 2025, and authorize the Public Works Director to sign the agreement.

FINANCIAL IMPACT:
Monthly rent income of $536 to the Airport fund 360-000 344.602 Airport Rent/Lease Income.

BACKGROUND:
Hangar B-1 has been occupied by Roger Kubeck since July 2009. Since that time, a partnership with Michael Price has been established. This agreement now reflects both individuals as co-owners of the aircraft and hangar space, consistent with Douglas County's waitlist policy.

Staff are requesting retroactive approval of this contract, which was prepared and provided to the current tenant in October, at his request, to add a partner to the existing lease. Execution of the agreement was delayed approximately three months while the current tenant and the new partner completed and returned the signed lease to the Airport.

ATTACHMENTS:
10.21.25 Hangar Lease - Tenant Signed.pdf

Minden-Tahoe Airport
T-Hangar Rental Agreement

This agreement is made effective 10/21/2025 by and between Douglas County, Nevada ("County"), which owns the Minden-Tahoe Airport ("Airport") Michael Price and Roger Kubeck

("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:

MP B1 ~~B2~~

1.0 **LEASE OF HANGAR:** County agrees to lease to Tenant and Tenant agrees to lease Hangar No. ~~B2~~ 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	Schempp Hirth
1.2	Aircraft model	Ventus 2cxM
1.3	Aircraft year	2005
1.4	Aircraft registration "N" number	N9UY
1.5	Aircraft registered owner(s)	Michael Price & Roger Kubeck since 2/23/2023 in ~~B2~~

MP B1

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 $536, 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 ~~B2~~ B1 MP. This is 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:	Michael Price
Address:	801 Kellerman Kreek
	Marietta, GA 30068
Phone:	
Cell:	404-395-3218
E-mail:	mfprice9@gmail.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_____
Name Michael Price

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



Name Michael Price 10/21/20



Name

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a month-to-month T-hangar lease, Lease F-10, at the Minden-Tahoe Airport with Todd Gross, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve a month-to-month T-hangar lease, Lease F-10, at the Minden-Tahoe Airport with Todd Gross, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement.

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

BACKGROUND:
Hangar F-10 became available after the current tenant vacated in December 2025. 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:
02.01.26 Hangar F-10 Agreement - Tenant Signed.pdf

Minden-Tahoe Airport
T-Hangar Rental Agreement

This agreement is made effective Feb 1, 2026 by and between Douglas County, Nevada ("County"), which owns the Minden-Tahoe Airport ("Airport") Todd Gross

("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. F-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	Beechcraft
1.2	Aircraft model	Bonanza A-36
1.3	Aircraft year	1982
1.4	Aircraft registration "N" number	N935JW
1.5	Aircraft registered owner(s)	Todd Gross

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 F-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:	Todd Gross
Address:	1361 Judy Street Minden, NV 89423
Phone:	805-732-0360
Cell:	805-732-0360
E-mail:	grossdud@gmail.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_____
Todd Gross 1/14/26

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

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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

Todd Gross 1/14/26

Name

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion and review of the Douglas County Treasurer's Monthly Statement for December 2025 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Accept the Douglas County Treasurer's Monthly Statement for December 2025, as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Attached is the December 2025 Monthly Statement of the County Treasurer per NRS 354.280(2)

NRS 354.280 Contents of monthly statement of county treasurer. The county treasurer shall:

1. Keep a complete record of the source and amount of all receipts, apportionments to, payments from, and balances in all funds; and
2. Submit to the board of county commissioners each month at any regular or special meeting a statement containing the information required in subsection 1 for the previous month, giving the balance in each county, state and special fund, together with a statement of all money on deposit, outstanding checks against that money and cash on hand.

ATTACHMENTS:
06- December 2025 Treasurer Report.pdf

DOUGLAS COUNTY TREASURER'S REPORT
Amy Burgans, Clerk-Treasurer
For the Month Ending December 31, 2025

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY
MINDEN, NEVADA

RE: NRS 354.280

Honorable Commissioners:

I hereby submit this summary record of all receipts, apportionments to, payments from and balances in all funds and separate accounts as required by the referenced statute. Detail information for these funds is available in my office, or in the Finance Department.

CASH ON DEPOSIT:	$ 20,924,993.04
INVESTMENT WITH BANK OF NEW YORK MELLON (BNYM):	$ 106,270,790.16
INVESTMENT WITH LOCAL GOVERNMENT INVESTMENT POOL (LGIP):	$ 47,588,641.54
OUTSTANDING CHECKS:	$ (873,513.79)
*TIMING DIFFERENCES:	$ (7,712,111.00)
GENERAL LEDGER CASH BALANCE:	$ 166,198,799.95
REVENUE RECEIPTED FOR THE MONTH:	
UNAPPORTIONED FUNDS:	$ -
(Includes both secured and unsecured taxes)	

	Receipts & Apportionments	Payments	Change in Cash December 2025
DOUGLAS COUNTY:	13,172,084.29	(17,594,710.78)	(4,422,626.49)
REDEVELOPMENT AGENCY:	235,561.86	(229,492.36)	6,069.50
TOWN OF GARDNERVILLE:	260,075.48	(642,324.53)	(382,249.05)
TOWN OF GENOA:	71,091.19	(36,073.83)	35,017.36
TOWN OF MINDEN:	473,640.35	(414,039.34)	59,601.01
OTHER AGENCIES:	5,640,321.23	(1,450,131.34)	4,190,189.89
Totals:	19,852,774.40	(20,366,772.18)	(513,997.78)

*NOTE: Timing differences on the last day of the month are comprised of cash deposits in transit, credit card transactions not yet settled in bank and/or posted to the general ledger, and direct deposits such as receipts from the State of Nevada for grants and taxes that have not been receipted until the next work day.

Amy Burgans
Digitally signed by Amy Burgans
Date: 2026.01.26 13:16:33 -08'00'

AMY BURGANS, CLERK-TREASURER

Douglas County

Cross Fund Report

From Date: 12/1/2025 - To Date: 12/31/2025

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
101	General Fund	101	General Fund	$19,437,453.13	$5,144,954.89	$5,787,130.14	$18,795,277.88
201	Stabilization Fund	201	Stabilization Fund	$1,708,242.28	$3,295.00	$0.00	$1,711,537.28
202	Nv Cooperative Extension	202	Nv Cooperative Extension	$779,282.57	$28,357.94	$154.27	$807,486.24
204	Airport	204	Airport	$0.00	$0.00	$0.00	$0.00
208	Cash Trust	208	Cash Trust	$19,544.41	$3,510.80	$4,698.63	$18,356.58
210	Douglas County Water Dist	210	Douglas County Water Dist	$0.00	$0.00	$0.00	$0.00
211	Solid Waste Mgmt.	211	Solid Waste Mgmt.	$3,684,262.70	$71,177.26	$29,337.64	$3,726,102.32
212	Landscape Maintenance Districts	212	Landscape Maintenance Districts	$12,553.44	$757.80	$6,302.81	$7,008.43
214	St Mv Accident Indigent	214	St Mv Accident Indigent	$0.00	$0.00	$0.00	$0.00
215	Assistance To Indigents	215	Assistance To Indigents	$1,502,468.78	$159,475.20	$219.70	$1,661,724.28
216	Social Services	216	Social Services	$1,582,644.00	$153,582.04	$230,685.88	$1,505,540.16
217	One Nevada (Opioid Settlement)	217	One Nevada (Opioid Settlement)	$1,482,732.89	$0.00	$24,238.93	$1,458,493.96
218	ARPA	218	ARPA	$0.00	$0.00	$0.00	$0.00
219	CARES Act	219	CARES Act	$0.00	$0.00	$0.00	$0.00
220	PALS Sales Tax Fund	220	PALS Sales Tax Fund	$0.00	$321,167.69	$321,167.69	$0.00
222	Law Library	222	Law Library	$71,632.92	$1,636.94	$825.96	$72,443.90
224	Library	224	Library	$1,144,967.07	$186,774.47	$151,094.84	$1,180,646.70
232	Road Operating	232	Road Operating	$2,224,888.37	$108,068.33	$154,429.32	$2,178,527.38
234	Room Tax	234	Room Tax	$6,297,388.20	$1,404,138.59	$2,792,044.95	$4,909,481.84
235	Library Gift Fund	235	Library Gift Fund	$143,048.47	$14,342.45	$5,692.81	$151,698.11
236	Tahoe-Douglas Trans.Dist.	236	Tahoe-Douglas Trans.Dist.	$5,284,491.87	$9,365.14	$341,377.23	$4,952,479.78
240	Justice Ct. Admin. Assess	240	Justice Ct. Admin. Assess	$1,534,850.65	$15,246.93	$0.00	$1,550,097.58
242	China Spring Youth Camp	242	China Spring Youth Camp	$882,311.22	$384,973.21	$379,689.93	$887,594.50
245	Stormwater Management	245	Stormwater Management	$1,187,546.47	$2,640.39	$146,715.00	$1,043,471.86
246	Flood Litigation Settlement Fund	246	Flood Litigation Settlement Fund	$76,208.60	$0.00	$0.00	$76,208.60
255	911 Emergency Services	255	911 Emergency Services	$1,839,667.59	$188,364.63	$230,460.22	$1,797,572.00

Cross Fund Report

From Date: 12/1/2025 - To Date: 12/31/2025

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
256	911 Surcharge	256	911 Surcharge	$464,832.74	$58,059.44	$62,403.87	$460,488.31
260	Senior Services Program	260	Senior Services Program	$3,106,943.07	$237,065.69	$246,397.22	$3,097,611.54
297	Restricted Accounts Fund	297	Restricted Accounts Fund	$3,912,397.25	$38,656.54	$17,000.30	$3,934,053.49
309	Risk Management	309	Risk Management	$6,138,193.06	$133,949.18	$266,715.18	$6,005,427.06
310	Self Ins.Dental Insurance	310	Self Ins.Dental Insurance	$826,956.97	$36,761.88	$44,162.68	$819,556.17
313	Motor Pool/Vehicle Maint	313	Motor Pool/Vehicle Maint	$1,700,245.24	$211,997.38	$125,622.52	$1,786,620.10
314	Water Utility	314	Water Utility	$0.00	$0.00	$0.00	$0.00
315	Ridgeview Water System	315	Ridgeview Water System	$0.00	$0.00	$0.00	$0.00
316	Zephyr Water Utility Dist	316	Zephyr Water Utility Dist	$0.00	$0.00	$0.00	$0.00
317	West Valley Water System	317	West Valley Water System	$0.00	$0.00	$0.00	$0.00
318	East Valley Water System	318	East Valley Water System	$0.00	$0.00	$0.00	$0.00
319	Cave Rock/Uppaway Wtr.Sys	319	Cave Rock/Uppaway Wtr.Sys	$0.00	$0.00	$0.00	$0.00
320	Skyland Water System	320	Skyland Water System	$0.00	$0.00	$0.00	$0.00
321	Foothill Water Utility	321	Foothill Water Utility	$0.00	$0.00	$0.00	$0.00
322	Sheridan Acres Water Utility	322	Sheridan Acres Water Utility	$0.00	$0.00	$0.00	$0.00
324	Regional Water Fund	324	Regional Water Fund	$2,605,606.30	$41,846.00	$35,525.56	$2,611,926.74
325	Sewer Utility	325	Sewer Utility	$10,805,765.37	$422,465.63	$203,841.82	$11,024,389.18
326	Carson Valley Water Utility	326	Carson Valley Water Utility	$0.00	$0.00	$0.00	$0.00
327	Lake Tahoe Water Utility	327	Lake Tahoe Water Utility	$0.00	$0.00	$0.00	$0.00
328	Douglas County Water Utility	328	Douglas County Water Utility	$24,094,572.08	$513,140.15	$838,163.86	$23,769,548.37
340	Water-Debt Service	340	Water-Debt Service	$0.00	$0.00	$0.00	$0.00
341	Sewer-Debt Service	341	Sewer-Debt Service	$0.00	$0.00	$0.00	$0.00
350	W.Valley 2010 Bond(317)	350	W.Valley 2010 Bond(317)	$0.00	$0.00	$0.00	$0.00
351	E.Valley 2010 Bond(318)	351	E.Valley 2010 Bond(318)	$0.00	$0.00	$0.00	$0.00
360	Airport Enterprise Fund	360	Airport Enterprise Fund	$2,337,837.97	$134,504.34	$107,343.58	$2,364,998.73
401	Extraordinary Maintenance	401	Extraordinary Maintenance	$3,253,978.56	$6,276.17	$54,782.50	$3,205,472.23

Douglas County

Cross Fund Report

From Date: 12/1/2025 - To Date: 12/31/2025

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
405	Ad Val Capital Projects	405	Ad Val Capital Projects	$1,303,037.38	$138,100.43	$183.30	$1,440,954.51
410	County Construction	410	County Construction	$7,893,111.35	$20,975.86	$128,944.89	$7,785,142.32
420	Park Resident.Const.Tax	420	Park Resident.Const.Tax	$1,276,356.14	$26,387.63	$307,412.00	$995,331.77
430	Regional Transportation	430	Regional Transportation	$7,317,185.44	$620,583.77	$1,121,282.49	$6,816,486.72
440	Capital Projects-Debt Financed	440	Capital Projects-Debt Financed	($3,646,634.08)	$0.00	$1,415,323.48	($5,061,957.56)
540	County Debt Service	540	County Debt Service	$0.00	$0.00	$0.00	$0.00
541	Debt Service	541	Debt Service	$1,870,554.75	$0.00	$0.00	$1,870,554.75
600	Dc Redevelopment Area 2-Admin.	600	Dc Redevelopment Area 2-Admin.	$1,469,811.87	$230,245.63	$226,852.36	$1,473,205.14
601	Dc Redevl. Area 2-Cap. Projects	601	Dc Redevl. Area 2-Cap. Projects	$28,210.45	$54.42	$0.00	$28,264.87
602	Dc Redevel. Area 2-Debt Service	602	Dc Redevel. Area 2-Debt Service	$0.00	$0.00	$0.00	$0.00
605	Dc Redevelopment-Admin.	605	Dc Redevelopment-Admin.	$0.00	$0.00	$0.00	$0.00
606	Dc Redevel.-Cap.Projects	606	Dc Redevel.-Cap.Projects	$2,727,872.59	$5,261.81	$2,640.00	$2,730,494.40
607	Dc Redevel.-Debt Service	607	Dc Redevel.-Debt Service	$0.00	$0.00	$0.00	$0.00
610	Gardnerville Town	610	Gardnerville Town	$2,155,253.90	$145,719.55	$534,878.42	$1,766,095.03
611	Gardnerville Trash	611	Gardnerville Trash	$982,547.51	$114,243.90	$107,446.11	$989,345.30
613	Gardnerville Debt	613	Gardnerville Debt	$0.00	$0.00	$0.00	$0.00
614	Gardnerville Ad Val Cap Proj	614	Gardnerville Ad Val Cap Proj	$94,376.74	$112.03	$0.00	$94,488.77
620	Genoa Town	620	Genoa Town	$705,631.83	$70,891.76	$36,073.83	$740,449.76
622	Genoa Ad Val Cap Projects	622	Genoa Ad Val Cap Projects	$60,436.51	$114.32	$0.00	$60,550.83
624	Genoa Construction Res	624	Genoa Construction Res	$44,121.87	$85.11	$0.00	$44,206.98
630	Minden Town	630	Minden Town	$1,326,996.63	$185,088.94	$113,344.87	$1,398,740.70
631	Minden Ad Val Cap Project	631	Minden Ad Val Cap Project	$233,529.98	$389.31	$0.00	$233,919.29
635	Minden Trash	635	Minden Trash	$534,083.13	$76,986.44	$62,743.00	$548,326.57
636	Minden Cap.Equip./Constr.	636	Minden Cap.Equip./Constr.	$3,132,278.06	$6,069.97	$4,056.00	$3,134,292.03
639	Minden Wholesale Water Utility	639	Minden Wholesale Water Utility	$7,579,977.28	$60,716.89	$115,733.26	$7,524,960.91
640	Minden Town Water	640	Minden Town Water	$12,082,249.78	$144,388.80	$118,162.21	$12,108,476.37

Cross Fund Report

From Date: 12/1/2025 - To Date: 12/31/2025

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
650	Effpd	650	Effpd	$0.00	$0.00	$0.00	$0.00
651	Effpd Emergency Fund	651	Effpd Emergency Fund	$0.00	$0.00	$0.00	$0.00
652	Effpd Equipment Reserve	652	Effpd Equipment Reserve	$0.00	$0.00	$0.00	$0.00
653	Paramedic District	653	Paramedic District	$0.00	$0.00	$0.00	$0.00
654	Effpd Construction Res	654	Effpd Construction Res	$0.00	$0.00	$0.00	$0.00
655	MOSQUITO DISTRICT	655	MOSQUITO DISTRICT	$0.00	$0.00	$0.00	$0.00
656	PARAMEDIC CONSTRUCTION	656	PARAMEDIC CONSTRUCTION	$0.00	$0.00	$0.00	$0.00
657	East Fork Debt Service	657	East Fork Debt Service	$0.00	$0.00	$0.00	$0.00
710	School District	710	School District	$640,068.42	$2,063,056.94	$644,401.85	$2,058,723.51
720	School Dist. Debt	720	School Dist. Debt	$80,231.34	$269,192.40	$80,597.93	$268,825.81
804	Carson Water Sub	804	Carson Water Sub	$16,015.18	$49,092.81	$16,125.15	$48,982.84
806	Cave Rock	806	Cave Rock	$2,840.49	$8,180.39	$2,840.49	$8,180.39
808	Dcsid M&O	808	Dcsid M&O	$0.00	$0.00	$0.00	$0.00
809	EFFPD	809	EFFPD	$235,044.24	$753,186.87	$236,829.99	$751,401.12
810	Elk Point Sanitation	810	Elk Point Sanitation	$62.05	$292.03	$62.05	$292.03
811	Gardnerville Main Street	811	Gardnerville Main Street	$0.00	$0.00	$0.00	$0.00
812	Gardnerville Rancho Gid	812	Gardnerville Rancho Gid	$18,566.29	$65,647.64	$18,622.91	$65,591.02
813	Genoa Lakes District	813	Genoa Lakes District	$254,193.76	$0.00	$0.00	$254,193.76
814	Indian Hill	814	Indian Hill	$13,077.33	$54,170.63	$15,032.53	$52,215.43
815	G'ville Mainstreet Rev.Ln	815	G'ville Mainstreet Rev.Ln	$0.00	$0.00	$0.00	$0.00
818	Kingsbury Gid	818	Kingsbury Gid	$36,147.22	$61,630.13	$36,147.22	$61,630.13
822	Lakeridge	822	Lakeridge	$1,279.87	$2,049.10	$1,279.87	$2,049.10
823	Legal Services	823	Legal Services	$8,600.20	$2,234.84	$30.00	$10,805.04
824	Logan Creek	824	Logan Creek	$0.00	$2,091.81	$0.00	$2,091.81
826	Mgsd	826	Mgsd	$10,119.23	$35,553.88	$10,119.23	$35,553.88
829	NV Tahoe Conserv.Dist.	829	NV Tahoe Conserv.Dist.	$0.00	$0.00	$0.00	$0.00

Douglas County

Cross Fund Report

From Date: 12/1/2025 - To Date: 12/31/2025

Summary Listing, Report By Fund - Account

Fund	Description	Paying Fund	Paying Fund Description	Beginning Balance	Total Debits	Total Credits	Ending Balance
830	Oliver Park	830	Oliver Park	$10,990.03	$31,463.88	$10,990.03	$31,463.88
832	Round Hill GID	832	Round Hill GID	$8,390.19	$29,649.67	$8,390.19	$29,649.67
834	Sierra Estates	834	Sierra Estates	$185.12	$703.50	$185.12	$703.50
836	Skyland	836	Skyland	$3,149.85	$5,616.26	$3,149.85	$5,616.26
838	Tahoe Douglas Sanitation	838	Tahoe Douglas Sanitation	$5,231.75	$19,015.38	$5,231.75	$19,015.38
839	Tahoe Douglas Fire	839	Tahoe Douglas Fire	$179,335.16	$635,326.76	$179,335.16	$635,326.76
840	Topaz Estates	840	Topaz Estates	$5,313.12	$14,092.97	$5,313.12	$14,092.97
842	Zephyr Cove	842	Zephyr Cove	$1,322.55	$3,106.55	$1,322.55	$3,106.55
844	Zephyr Heights	844	Zephyr Heights	$2,349.58	$7,370.30	$2,349.58	$7,370.30
846	Zephyr Knolls	846	Zephyr Knolls	$2,080.90	$4,000.91	$2,080.90	$4,000.91
847	Ef Swim Pool Dist Oper	847	Ef Swim Pool Dist Oper	$62,069.04	$207,128.71	$62,545.23	$206,652.52
848	Ef Swim Pool Debt	848	Ef Swim Pool Debt	$0.00	$0.00	$0.00	$0.00
850	Employee Benefit Trust	850	Employee Benefit Trust	$2,377,159.51	$2,314,376.37	$2,006,564.74	$2,684,971.14
852	T-D VISITORS AUTHORITY	852	T-D VISITORS AUTHORITY	$0.00	$0.00	$0.00	$0.00
853	Western NV Reg.Youth Fac.	853	Western NV Reg.Youth Fac.	$0.00	$0.00	$0.00	$0.00
855	Inmate Commissary Fund	855	Inmate Commissary Fund	$85,428.37	$5,376.29	$5,204.42	$85,600.24
860	Profit From Tax Sale	860	Profit From Tax Sale	$0.00	$0.00	$0.00	$0.00
865	Unclaimed Monies	865	Unclaimed Monies	$101,232.62	$7,497.00	$1,540.42	$107,189.20
868	Library Gift Fund	868	Library Gift Fund	$0.00	$0.00	$0.00	$0.00
885	Mosquito District	885	Mosquito District	$15,250.02	$47,762.94	$15,376.26	$47,636.70
890	State Of Nevada	890	State Of Nevada	$3,216,639.84	$1,270,938.77	$91,802.38	$4,395,776.23
892	Department Of Wildlife	892	Department Of Wildlife	$5,921.11	$0.00	$0.00	$5,921.11
894	Range Improvements	894	Range Improvements	$0.00	$0.00	$0.00	$0.00
895	Sierra Forest Fire	895	Sierra Forest Fire	$0.00	$0.00	$0.00	$0.00
896	Refund Of Taxes	896	Refund Of Taxes	$0.00	$0.00	$0.00	$0.00
Grand Total: 129 Funds				$166,712,797.73	$19,852,774.40	$20,366,772.18	$166,198,799.95

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

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

RECOMMENDED MOTION:
Accept the December 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 December is $506,422.37.

BACKGROUND:
Per Douglas County Code 3.02.040, earnings from investments through the end of December 2025 is $506,422.37. Attached is the Douglas County Investment Report for December 2025.

ATTACHMENTS:
December 2025 Douglas Monthly Report.pdf

Douglas County

Investment Report

As of December 31, 2025

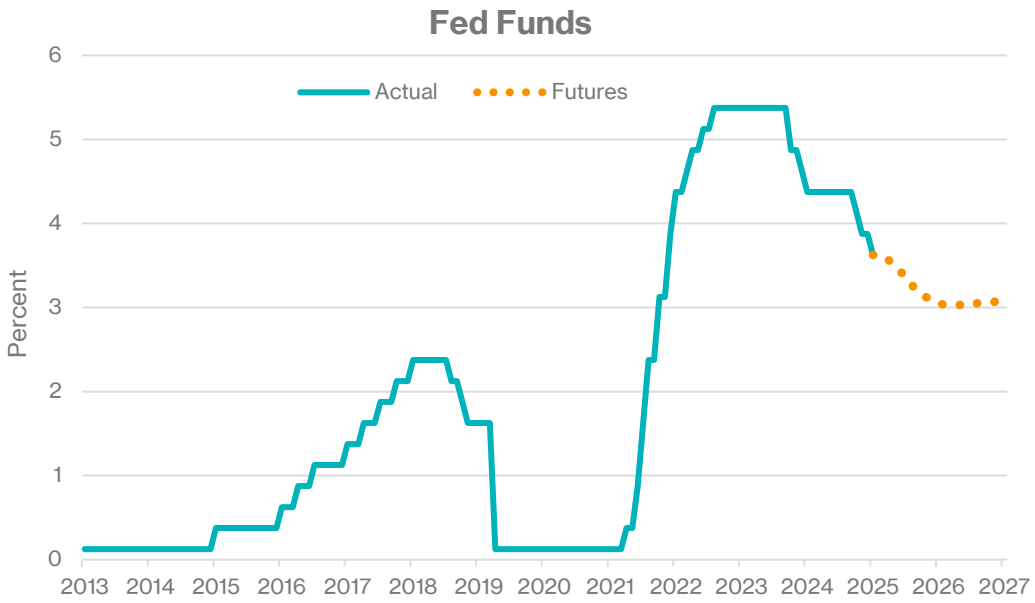


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Interest rates across the yield curve were lower for 2025, except for the 30-Yr T-Bond
- Softening of the labor market was the primary catalyst for lower rates
- GDP continued to grow strongly in Q3 2025, posting a 4.3% rate
- The futures market is projecting the Fed Funds rate to bottom out around 3% in 2026-27
- Inflation remains sticky and above the Fed 2 percent target rate

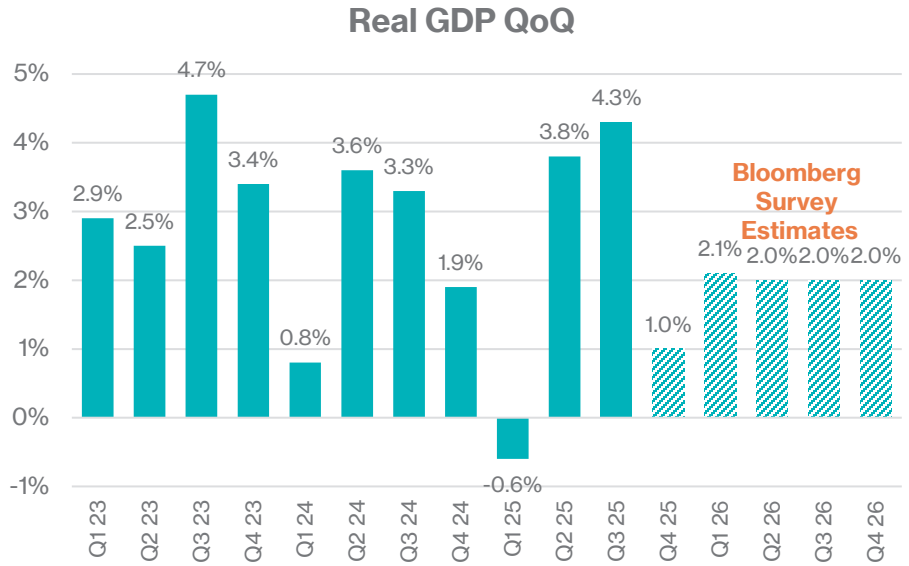
- The Fed Funds futures market is expecting two .25% rate cuts during 2026.
- The Federal Reserve's median Dot Plot shows only one cut for 2026.

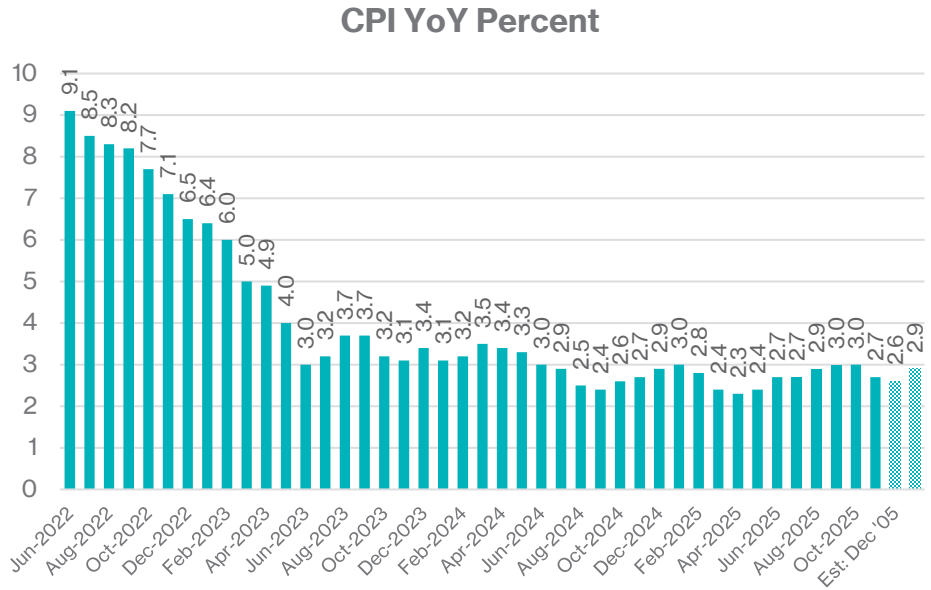


SOURCES: BLOOMBERG

- Economists surveyed by Bloomberg are expecting a slowing of GDP for Q4 2025 due to the federal government shutdown.
- Consumer spending, which comprises about 70% of U.S. economic activity, is projected to remain positive for 2026, especially spending by those in the upper-half of income levels.

SOURCES: BLOOMBERG



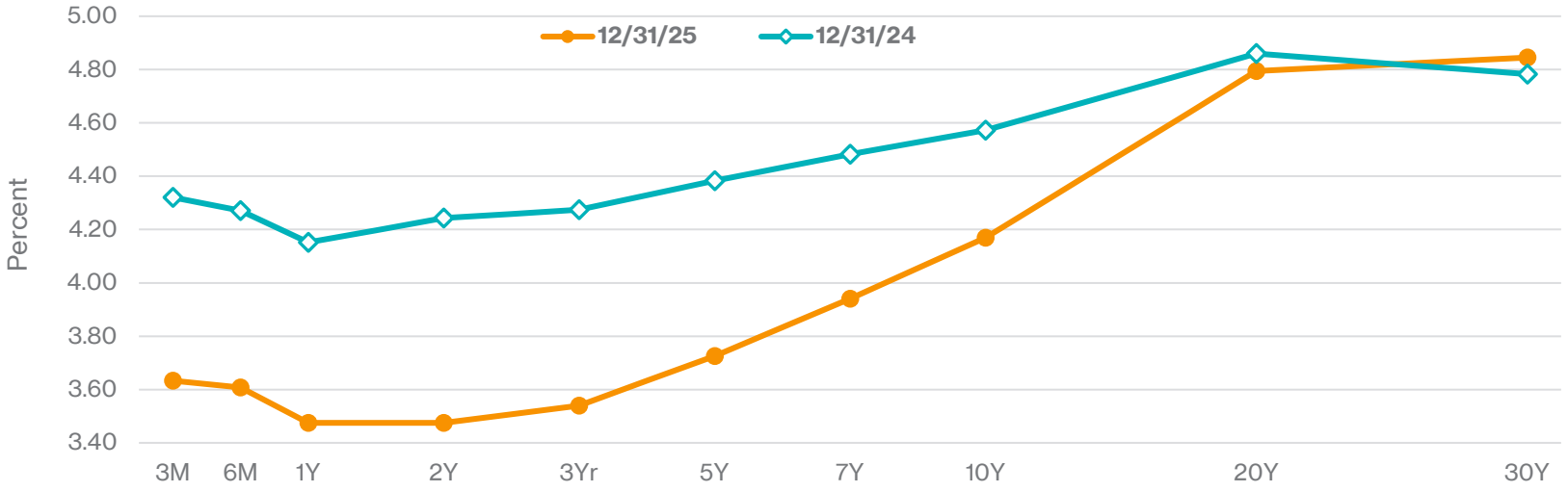


- Inflation remains above the Fed's 2% target on a year-over-year basis.
- Bloomberg's survey of economists predicts inflation will climb in the first part of 2026.

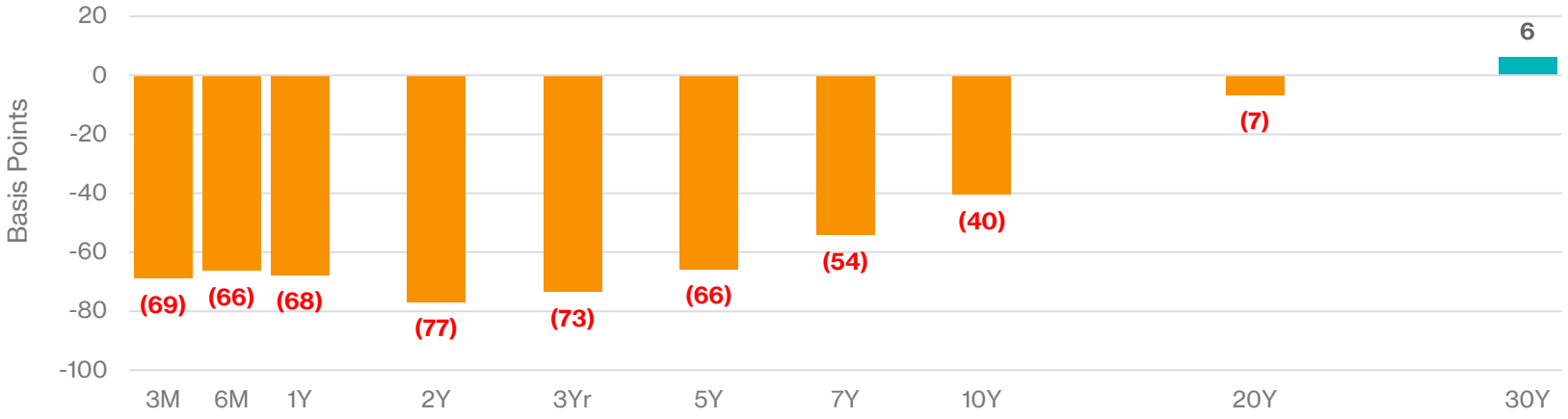
SOURCES: BLOOMBERG

MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



Basis Point Change



SOURCES: BLOOMBERG

MEEDER
PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Summary

3.90
Weighted Average Yield to Maturity

1.86
Weighted Average Maturity (Years)

1.60
Portfolio Effective Duration (Years)

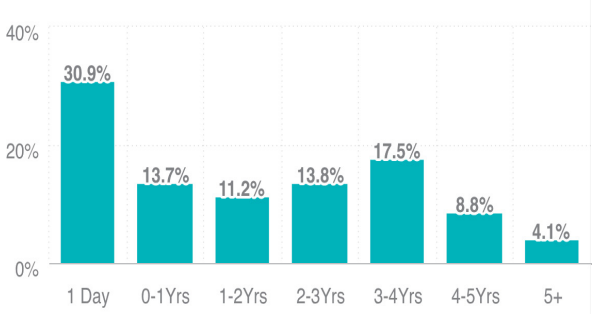
1.74
Weighted Average Life (Years)

AA
Average Credit Rating

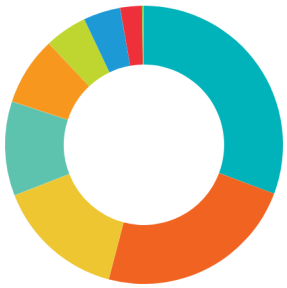
Portfolio Position

Par Value	$155,215,153
Principal Cost	$153,467,804
Book Value	$154,255,310
Market Value	$154,923,683
Unrealized Gain/Loss	$668,373
Accrued Interest	$910,255

Maturity Distribution



Sector Allocation



LGIP	30.72%
U.S. Agencies	23.37%
Corporate Bonds	14.99%
MBS	10.97%
U.S. Treasuries	7.96%
Asset-Backed Securities	4.91%
Negotiable CD's	4.32%
Supranational	2.52%
Money Market Funds	0.23%

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	47,588,641.54	47,588,641.54	47,588,641.54	30.72%	1	3.92
Money Market Funds	359,459.12	359,459.12	359,459.12	0.23%	1	3.65
U.S. Treasuries	12,340,000.00	12,338,209.41	12,270,068.24	7.96%	630	3.29
U.S. Agencies	36,650,000.00	36,213,099.35	36,057,979.97	23.37%	1,001	3.67
MBS	17,081,052.72	16,988,988.62	16,883,664.63	10.97%	1,492	4.24
Negotiable CD's	6,696,000.00	6,698,090.09	6,692,228.53	4.32%	611	4.24
Asset-Backed Securities	7,500,000.00	7,607,555.00	7,565,526.12	4.91%	1,441	4.27
Corporate Bonds	23,000,000.00	23,222,960.00	22,985,431.39	14.99%	710	4.07
Supranational	4,000,000.00	3,906,680.00	3,852,310.15	2.52%	1,091	4.14
TOTAL	**155,215,153.38**	**154,923,683.13**	**154,255,309.69**	**100.00%**	**679**	**3.90**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		5,914.59	5,914.59			
TOTAL CASH AND INVESTMENTS	**155,215,153.38**	**154,929,597.72**	**154,261,224.28**		**679**	**3.90**

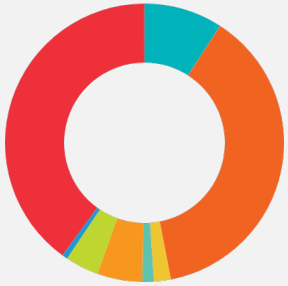
TOTAL EARNINGS

CURRENT MONTH
506,422.37

MEEDER PUBLIC FUNDS

Credit Quality

Allocation by Rating



AAA	9.11%
AA+	37.86%
AA	1.95%
AA-	1.32%
A+	5.26%
A	3.87%
A-	0.64%
NA	39.99%

Rating Distribution

SHORT TERM, MONEY MARKET FUNDS, & LGIPS RATINGS

	MARKET VALUE	ALLOCATION
AAA	359,459.12	0.23%
NA	47,588,641.54	30.72%
TOTAL	**47,948,100.66**	**30.95%**

LONG TERM RATINGS

	MARKET VALUE	ALLOCATION
AAA	13,760,990.89	8.88%
AA+	58,655,332.84	37.86%
AA	3,015,500.00	1.95%
AA-	2,042,360.00	1.32%
A+	8,146,860.00	5.26%
A	6,001,480.00	3.87%
A-	991,040.00	0.64%
NA	14,362,018.74	9.27%
TOTAL	**106,975,582.47**	**69.05%**

GRAND TOTAL	**154,923,683.13**	**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	12/31/2025 12/31/2025	47,588,641.54	47,588,641.54 0.00	47,588,641.54	3.92		1	1.00 47,588,641.54	0.00 47,588,641.54	30.72	NA
LGIP TOTAL			**47,588,641.54**	**47,588,641.54 0.00**	**47,588,641.54**	**3.92**		**1**	**1.00 47,588,641.54**	**0.00 47,588,641.54**	**30.72**	**NA**
MONEY MARKET FUNDS												
X9USDDGCM	DREYFUS GVT CM;INST	12/31/2025 12/31/2025	359,459.12	359,459.12 0.00	359,459.12	3.65		1	1.00 359,459.12	0.00 359,459.12	0.23	Aaa AAA
MONEY MARKET FUNDS TOTAL			**359,459.12**	**359,459.12 0.00**	**359,459.12**	**3.65**		**1**	**1.00 359,459.12**	**0.00 359,459.12**	**0.23**	**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	46	99.73 1,994,531.26	(1,819.82) 1,996,351.08	1.29	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	120	99.08 1,922,115.63	(17,207.79) 1,939,323.42	1.24	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	500	98.48 1,969,609.38	(18,104.38) 1,987,713.76	1.27	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	821	100.27 1,002,734.38	14,194.39 988,539.99	0.65	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	882	100.27 1,804,781.25	27,523.07 1,777,258.18	1.16	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	912	101.16 1,820,953.13	28,743.57 1,792,209.57	1.18	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	1,308	101.30 1,823,484.38	34,812.14 1,788,672.24	1.18	Aa1 AA+
U.S. TREASURIES TOTAL			**12,340,000.00**	**12,109,009.38 0.00**	**12,109,009.38**	**3.29**		**630**	**100.00 12,338,209.41**	**68,141.17 12,270,068.24**	**7.96**	**AA+**
U.S. AGENCIES												
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	163	100.47 1,758,190.00	8,454.91 1,749,735.09	1.13	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	301	97.75 1,955,000.00	(42,707.98) 1,997,707.98	1.26	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	327	98.03 1,960,580.00	(39,420.00) 2,000,000.00	1.27	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	355	98.64 1,972,740.00	(27,128.26) 1,999,868.26	1.27	Aa1 AA+
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	378	98.15 1,962,920.00	20,449.63 1,942,470.37	1.27	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
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	434	97.84 1,956,760.00	(30,787.86) 1,987,547.86	1.26	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	630	95.50 1,909,980.00	16,059.33 1,893,920.67	1.23	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	728	96.72 967,230.00	19,664.00 947,566.00	0.62	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	775	100.42 2,008,340.00	11,078.58 1,997,261.42	1.30	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	936	100.07 2,001,400.00	17,521.89 1,983,878.11	1.29	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	971	102.25 2,050,012.25	33,903.29 2,016,108.96	1.32	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	1,140	101.38 1,824,912.00	35,314.33 1,789,597.67	1.18	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	1,216	103.41 1,344,317.00	31,909.65 1,312,407.35	0.87	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	1,216	103.41 2,068,180.00	56,479.76 2,011,700.24	1.33	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	1,322	99.66 1,923,418.70	(8,930.00) 1,932,348.70	1.24	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	1,349	99.31 1,986,140.00	(17,387.27) 2,003,527.27	1.28	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	1,363	94.31 1,815,506.00	(2,097.47) 1,817,603.47	1.17	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	1,609	89.79 448,965.00	2,211.81 446,753.19	0.29	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	2,239	90.48 1,719,196.00	12,752.73 1,706,443.27	1.11	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	2,445	104.54 1,045,350.00	40,246.69 1,005,103.31	0.67	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	2,627	101.22 506,120.00	35,834.09 470,285.91	0.33	Aa1 AA+
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	2,667	98.83 1,027,842.40	(18,302.47) 1,046,144.87	0.66	Aa1 AA+
U.S. AGENCIES TOTAL			**36,650,000.00**	**35,619,571.00 0.00**	**35,619,571.00**	**3.67**		**1,001**	**98.92 36,213,099.35**	**155,119.38 36,057,979.97**	**23.37**	**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
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	1,180	98.91 1,978,225.84	24,441.92 1,953,783.92	1.28	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	1,309	100.41 1,004,067.15	14,633.91 989,433.24	0.65	Aa1 AA+
3132XDBQ5	FH WA4446	05/01/2025 05/06/2025	1,331,052.72	1,326,685.20 0.00	1,326,685.20	4.20	09/01/2029	1,340	100.44 1,336,888.18	9,539.13 1,327,349.04	0.86	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	1,401	101.17 2,023,418.66	15,351.19 2,008,067.47	1.31	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	1,462	93.80 2,345,079.83	14,654.21 2,330,425.62	1.51	Aa1 AA+
3137HKXJ8	FH-K539-A2	09/25/2025 09/30/2025	1,500,000.00	1,520,625.00 0.00	1,520,625.00	4.02	01/25/2030	1,486	101.38 1,520,625.27	1,234.58 1,519,390.69	0.98	Aa1 AA+
3137HLXV9	FHMS K-541 A2 4.348 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	1,517	101.15 1,264,369.50	14,409.11 1,249,960.39	0.82	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	1,517	101.75 1,017,498.72	17,523.16 999,975.56	0.66	Aa1 AA+
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	11/13/2025 11/20/2025	2,500,000.00	2,508,965.00 0.00	2,508,965.00	4.19	10/25/2030	1,759	100.31 2,507,745.88	(1,007.11) 2,508,752.99	1.62	Aa1 AA+
3140Q1C57	FN BZ5491	12/08/2025 12/11/2025	2,000,000.00	1,996,484.38 2,283.34	1,998,767.72	4.08	11/01/2030	1,766	99.55 1,991,069.60	(5,456.12) 1,996,525.72	1.29	Aa1 AA+
MBS TOTAL			**17,081,052.72**	**16,850,733.45 2,283.34**	**16,853,016.79**	**4.24**		**1,492**	**99.52 16,988,988.62**	**105,323.99 16,883,664.63**	**10.97**	**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	128	100.29 248,721.68	763.61 247,958.07	0.16	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	138	99.79 247,468.47	(485.65) 247,954.12	0.16	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	139	99.79 247,480.05	(473.68) 247,953.73	0.16	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	139	99.75 247,390.06	(563.72) 247,953.78	0.16	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	146	99.78 247,464.69	(486.56) 247,951.25	0.16	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	196	98.58 244,475.92	(3,524.08) 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	223	98.48 244,218.00	(3,782.00) 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	307	100.09 248,234.80	341.71 247,893.10	0.16	NA NA
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	321	99.53 246,822.99	(1,071.52) 247,894.51	0.16	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
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	509	99.50 246,769.92	(1,230.08) 248,000.00	0.16	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	537	99.36 246,413.60	(1,391.56) 247,805.17	0.16	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	545	99.65 247,133.18	(690.23) 247,823.41	0.16	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	580	100.00 248,000.00	0.00 248,000.00	0.16	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	590	100.79 249,951.76	2,160.21 247,791.55	0.16	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	590	100.00 248,000.00	0.00 248,000.00	0.16	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	628	100.00 248,000.00	0.00 248,000.00	0.16	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	810	102.35 253,820.56	5,820.56 248,000.00	0.16	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	827	99.87 247,669.06	(314.15) 247,983.22	0.16	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	834	99.48 246,703.71	(999.97) 247,703.68	0.16	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	903	99.60 247,008.59	(705.76) 247,714.35	0.16	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	957	99.93 247,837.83	9.06 247,828.78	0.16	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	1,043	100.95 250,348.92	2,670.20 247,678.73	0.16	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	1,043	100.78 249,946.22	2,268.18 247,678.04	0.16	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	1,043	101.04 250,581.31	2,900.49 247,680.83	0.16	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	1,052	100.69 249,720.74	2,045.91 247,674.83	0.16	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	1,059	101.72 252,259.75	4,587.43 247,672.32	0.16	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	1,175	99.05 245,648.25	(1,986.83) 247,635.08	0.16	NA NA
NEGOTIABLE CD'S TOTAL			**6,696,000.00**	**6,687,431.60 0.00**	**6,687,431.60**	**4.24**		**611**	**100.04 6,698,090.09**	**5,861.56 6,692,228.53**	**4.32**	**NA**
ASSET-BACKED SECURITIES												
02589BAE0	AXCMT-243-A	12/12/2025 12/15/2025	1,750,000.00	1,773,515.63 0.00	1,773,515.63	3.80	07/16/2029	561	101.36 1,773,849.37	1,026.57 1,772,822.80	1.14	NA AAA

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	1,323	101.10 1,769,249.95	19,305.86 1,749,944.08	1.14	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	1,360	101.06 2,021,111.02	21,160.76 1,999,950.26	1.30	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	2,388	102.17 2,043,344.66	535.68 2,042,808.98	1.32	NA AAA
ASSET-BACKED SECURITIES TOTAL			**7,500,000.00**	**7,569,243.24 0.00**	**7,569,243.24**	**4.27**		**1,441**	**101.44 7,607,555.00**	**42,028.88 7,565,526.12**	**4.91**	**AAA**
CORPORATE BONDS												
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	15	99.89 998,880.00	(1,069.37) 999,949.37	0.64	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	160	98.79 987,940.00	(11,972.90) 999,912.90	0.64	Aa1 AA+
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26 MTN	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	219	100.39 1,505,790.00	3,986.61 1,501,803.39	0.97	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	257	98.20 982,030.00	(17,720.04) 999,750.04	0.63	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	260	98.15 981,460.00	(18,266.07) 999,726.07	0.63	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	345	101.19 2,023,780.00	23,780.00 2,000,000.00	1.31	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	482	99.20 992,030.00	10,452.14 981,577.86	0.64	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	501	99.32 993,150.00	3,301.56 989,848.44	0.64	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	659	99.10 991,040.00	19,810.64 971,229.36	0.64	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	700	101.70 2,034,040.00	41,377.20 1,992,662.80	1.31	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	742	101.52 1,015,180.00	24,971.64 990,208.36	0.66	A1 A+
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	791	101.89 2,037,780.00	36,054.31 2,001,725.69	1.32	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	841	101.17 1,011,670.00	5,330.85 1,006,339.15	0.65	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	1,003	104.89 2,097,760.00	53,803.86 2,043,956.14	1.35	Aa3 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
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29 MTN	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	1,107	102.12 2,042,360.00	40,026.53 2,002,333.47	1.32	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	1,520	102.37 1,023,720.00	20,918.08 1,002,801.92	0.66	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	1,719	100.29 1,504,350.00	2,743.56 1,501,606.44	0.97	Aa3 A+
CORPORATE BONDS TOTAL			**23,000,000.00**	**22,901,035.00 3,631.25**	**22,904,666.25**	**4.07**		**710**	**101.00 23,222,960.00**	**237,528.61 22,985,431.39**	**14.99**	**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	924	99.80 1,995,980.00	24,772.82 1,971,207.18	1.29	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	1,265	95.54 1,910,700.00	29,597.03 1,881,102.97	1.23	Aaa AAA
SUPRANATIONAL TOTAL			**4,000,000.00**	**3,782,680.00 0.00**	**3,782,680.00**	**4.14**		**1,091**	**97.71 3,906,680.00**	**54,369.85 3,852,310.15**	**2.52**	**AAA**
DOUGLAS COUNTY, NV TOTAL			**155,215,153.38**	**153,467,804.33 5,914.59**	**153,473,718.92**	**3.90**		**679**	**154,923,683.13**	**668,373.44 154,255,309.69**	**100.00**	**AA**
GRAND TOTAL			**155,215,153.38**	**153,467,804.33 5,914.59**	**153,473,718.92**	**3.90**		**679**	**154,923,683.13**	**668,373.44 154,255,309.69**	**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)	247,943.33	10.39	247,953.73	303.41	(46.27)
02589AF98	AM EX BK 5.000 11/08/28	248,000.00	247,451.92	(548.08)	247,668.46	9.58	247,678.04	226.12	(321.96)
023135CP9	AMAZON.COM 4.550 12/01/27 '27	2,000,000.00	1,982,400.00	(17,600.00)	1,992,337.40	325.40	1,992,662.80	10,262.80	(7,337.20)
02589BAE0	AXCMT-243-A	1,750,000.00	1,773,515.63	23,515.63	0.00	(692.83)	1,772,822.80	(692.83)	22,822.80
02582JKT6	AXCMT-255-A	2,000,000.00	2,045,859.38	45,859.38	2,043,610.36	(801.38)	2,042,808.98	(3,050.40)	42,808.98
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)	247,940.83	10.42	247,951.25	300.93	(48.75)
05600XQB9	BMO BNK 4.600 05/08/26	248,000.00	247,655.28	(344.72)	247,947.84	10.23	247,958.07	302.79	(41.93)
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	1,000,000.00	939,580.00	(60,420.00)	969,873.90	1,355.46	971,229.36	31,649.36	(28,770.64)
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	1,000,000.00	965,500.00	(34,500.00)	989,219.05	629.40	989,848.44	24,348.44	(10,151.56)
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	248,000.00	247,628.00	(372.00)	247,882.27	10.83	247,893.10	265.10	(106.90)
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)	247,625.45	9.64	247,635.08	190.60	(364.92)
12547CAX6	CIBC BANK 4.450 04/13/28	248,000.00	247,380.00	(620.00)	247,692.65	11.03	247,703.68	323.68	(296.32)
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	2,000,000.00	2,068,800.00	68,800.00	2,045,359.48	(1,403.34)	2,043,956.14	(24,843.86)	43,956.14
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	1,000,000.00	998,260.00	(1,740.00)	999,719.77	30.27	999,750.04	1,490.04	(249.96)
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	248,000.00	247,628.00	(372.00)	247,780.58	10.97	247,791.55	163.55	(208.45)
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	2,000,000.00	1,823,280.00	(176,720.00)	1,937,739.82	4,730.55	1,942,470.37	119,190.37	(57,529.63)
31315PX53	FARMER MAC 3.650 08/14/29 MTN	1,930,000.00	1,933,242.40	3,242.40	1,932,403.81	(55.12)	1,932,348.70	(893.70)	2,348.70
31422XW99	FARMER MAC 3.850 02/14/28 MTN	2,000,000.00	1,993,880.00	(6,120.00)	1,997,151.74	109.68	1,997,261.42	3,381.42	(2,738.58)
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	500,000.00	430,500.00	(69,500.00)	445,726.67	1,026.52	446,753.19	16,253.19	(53,246.81)
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	2,000,000.00	1,949,360.00	(50,640.00)	1,986,656.36	891.49	1,987,547.86	38,187.86	(12,452.14)
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	2,000,000.00	2,004,800.00	4,800.00	2,003,608.39	(81.12)	2,003,527.27	(1,272.73)	3,527.27
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	2,000,000.00	1,966,860.00	(33,140.00)	1,983,343.59	534.52	1,983,878.11	17,018.11	(16,121.89)
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	1,040,000.00	1,048,153.60	8,153.60	1,046,216.32	(71.45)	1,046,144.87	(2,008.73)	6,144.87
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	1,800,000.00	1,783,728.00	(16,272.00)	1,789,314.55	283.12	1,789,597.67	5,869.67	(10,402.33)

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
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	2,005,000.00	2,025,451.00	20,451.00	2,016,463.99	(355.03)	2,016,108.96	(9,342.04)	11,108.96
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2,000,000.00	2,017,300.00	17,300.00	2,011,998.77	(298.52)	2,011,700.24	(5,599.76)	11,700.24
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	1,300,000.00	1,318,239.00	18,239.00	1,312,723.92	(316.57)	1,312,407.35	(5,831.65)	12,407.35
3132XDBQ5	FH WA4446	1,332,628.34	1,328,255.64	(4,372.69)	1,328,834.42	85.75	1,327,349.04	664.53	(3,703.68)
3132XKTY3	FH WN5066	1,000,000.00	986,953.12	(13,046.88)	989,182.80	250.44	989,433.24	2,480.12	(10,566.76)
3132XKXN2	FH WN5184	2,000,000.00	2,008,828.12	8,828.12	2,008,246.11	(178.64)	2,008,067.47	(760.65)	8,067.47
3137FLN91	FH-K091-A2	2,000,000.00	1,942,500.00	(57,500.00)	1,952,543.49	1,240.43	1,953,783.92	11,283.92	(46,216.08)
3137HKXJ8	FH-K539-A2	1,500,000.00	1,520,625.00	20,625.00	1,519,802.12	(411.44)	1,519,390.69	(1,234.31)	19,390.69
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	2,000,000.00	1,829,160.00	(170,840.00)	1,888,692.60	5,228.08	1,893,920.67	64,760.67	(106,079.33)
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	2,000,000.00	2,000,000.00	0.00	1,997,471.14	236.84	1,997,707.98	(2,292.02)	(2,292.02)
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)	945,330.17	2,235.84	947,566.00	73,566.00	(52,434.00)
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	1,925,000.00	1,779,893.50	(145,106.50)	1,815,159.05	2,444.41	1,817,603.47	37,709.97	(107,396.53)
3130AQA45	FHLBANKS 2.250 12/21/26	2,000,000.00	1,999,400.00	(600.00)	1,999,856.73	11.54	1,999,868.26	468.26	(131.74)
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	1,900,000.00	1,624,766.00	(275,234.00)	1,703,762.19	2,681.08	1,706,443.27	81,677.27	(193,556.73)
3130AV4X7	FHLBANKS 4.375 03/11/33	500,000.00	462,220.00	(37,780.00)	469,935.13	350.78	470,285.91	8,065.91	(29,714.09)
3130AWLZ1	FHLBANKS 4.750 06/12/26	1,750,000.00	1,748,617.50	(1,382.50)	1,749,684.40	50.69	1,749,735.09	1,117.59	(264.91)
3130ATS65	FHLBANKS 4.875 09/10/32	1,000,000.00	1,006,720.00	6,720.00	1,005,168.04	(64.73)	1,005,103.31	(1,616.69)	5,103.31
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	1,000,000.00	999,972.00	(28.00)	999,975.05	0.51	999,975.56	3.56	(24.44)
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	1,250,000.00	1,249,955.00	(45.00)	1,249,959.57	0.82	1,249,960.39	5.39	(39.61)
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	2,500,000.00	2,508,965.00	8,965.00	2,508,909.47	(156.48)	2,508,752.99	(212.01)	8,752.99
32026US23	FIRST FOUND 4.500 06/21/27	248,000.00	247,504.00	(496.00)	247,793.90	11.27	247,805.17	301.17	(194.83)
3140HW4G4	FN BL5322	2,500,000.00	2,309,765.63	(190,234.37)	2,326,827.53	3,598.09	2,330,425.62	20,659.99	(169,574.38)
3140Q1C57	FN BZ5491	2,000,000.00	1,996,484.38	(3,515.62)	0.00	41.34	1,996,525.72	41.34	(3,474.28)
43814VAC1	HONDO-251-A3	2,000,000.00	1,999,938.40	(61.60)	1,999,949.12	1.13	1,999,950.26	11.86	(49.74)
459058KT9	IBRD 3.500 07/12/28 MTN	2,000,000.00	1,949,480.00	(50,520.00)	1,970,240.14	967.04	1,971,207.18	21,727.18	(28,792.82)
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	248,000.00	247,650.32	(349.68)	247,943.40	10.38	247,953.78	303.46	(46.22)
4581X0DG0	IDB 2.250 06/18/29 MTN	2,000,000.00	1,833,200.00	(166,800.00)	1,878,186.98	2,915.99	1,881,102.97	47,902.97	(118,897.03)
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	1,000,000.00	993,650.00	(6,350.00)	999,837.25	112.12	999,949.37	6,299.37	(50.63)

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
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	2,000,000.00	2,002,440.00	2,440.00	2,001,795.99	(70.30)	2,001,725.69	(714.31)	1,725.69
571676AT2	MARS 4.550 04/20/28 '28	1,000,000.00	1,013,530.00	13,530.00	1,006,582.06	(242.91)	1,006,339.15	(7,190.85)	6,339.15
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	1,500,000.00	1,501,695.00	1,695.00	1,501,635.96	(29.52)	1,501,606.44	(88.56)	1,606.44
501798TW2	MILESTONE BANK 4.500 05/18/26	248,000.00	247,655.28	(344.72)	247,943.74	10.38	247,954.12	298.84	(45.88)
61768EE82	MORGAN PVT BNK 5.050 11/08/28	248,000.00	247,456.88	(543.12)	247,671.33	9.50	247,680.83	223.95	(319.17)
61690U3V0	MSBNA 4.650 04/06/28	248,000.00	247,975.20	(24.80)	247,982.59	0.63	247,983.22	8.02	(16.78)
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	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	1,000,000.00	1,004,130.00	4,130.00	1,000,000.00	0.00	0.00	(4,130.00)	0.00
637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	1,000,000.00	980,900.00	(19,100.00)	999,932.04	67.96	0.00	19,100.00	0.00
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	1,000,000.00	999,030.00	(970.00)	999,895.92	16.98	999,912.90	882.90	(87.10)
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29 MTN	2,000,000.00	2,003,920.00	3,920.00	2,002,398.87	(65.40)	2,002,333.47	(1,586.53)	2,333.47
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)	247,662.72	9.60	247,672.32	215.44	(327.68)
857477CW1	STATE STREET 4.729 02/28/30 '30	1,000,000.00	1,003,380.00	3,380.00	1,002,860.29	(58.37)	1,002,801.92	(578.08)	2,801.92
857894Q77	STEARNS BANK 4.050 08/14/28	248,000.00	247,752.00	(248.00)	247,823.23	5.55	247,828.78	76.78	(171.22)
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	248,000.00	247,454.40	(545.60)	247,665.24	9.59	247,674.83	220.43	(325.17)
89240JAD3	TART-25A-A3	1,750,000.00	1,749,929.83	(70.17)	1,749,942.77	1.31	1,749,944.08	14.25	(55.92)
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 MTN	1,500,000.00	1,504,980.00	4,980.00	1,502,059.83	(256.45)	1,501,803.39	(3,176.61)	1,803.39
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	1,000,000.00	982,250.00	(17,750.00)	989,798.72	409.64	990,208.36	7,958.36	(9,791.64)
90355GHQ2	UBS USA 5.000 11/08/28	248,000.00	247,451.92	(548.08)	247,669.17	9.56	247,678.73	226.81	(321.27)
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	248,000.00	247,595.76	(404.24)	247,884.29	10.22	247,894.51	298.75	(105.49)
910286GM9	UNITED FIDELITY 4.550 06/29/27	248,000.00	247,546.16	(453.84)	247,813.34	10.06	247,823.41	277.25	(176.59)
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	248,000.00	247,444.48	(555.52)	247,704.53	9.82	247,714.35	269.87	(285.65)
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	1,000,000.00	943,510.00	(56,490.00)	980,390.57	1,187.29	981,577.86	38,067.86	(18,422.14)
91282CBW0	US TREASURY 0.750 04/30/26	1,940,000.00	1,929,845.30	(10,154.70)	1,939,147.16	176.25	1,939,323.42	9,478.11	(676.58)
912828P46	US TREASURY 1.625 02/15/26	2,000,000.00	1,899,609.38	(100,390.62)	1,993,837.39	2,513.70	1,996,351.08	96,741.70	(3,648.92)
912828X88	US TREASURY 2.375 05/15/27	2,000,000.00	1,956,875.00	(43,125.00)	1,986,950.49	763.27	1,987,713.76	30,838.76	(12,286.24)

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)	988,106.74	433.24	988,539.99	5,883.74	(11,460.01)
91282CHE4	US TREASURY 3.625 05/31/28	1,800,000.00	1,766,390.63	(33,609.37)	1,776,457.95	800.22	1,777,258.18	10,867.55	(22,741.82)
91282CHK0	US TREASURY 4.000 06/30/28	1,800,000.00	1,788,609.38	(11,390.62)	1,791,944.47	265.10	1,792,209.57	3,600.19	(7,790.43)
91282CLC3	US TREASURY 4.000 07/31/29	1,800,000.00	1,785,023.44	(14,976.56)	1,788,403.57	268.68	1,788,672.24	3,648.80	(11,327.76)
931142ER0	WALMART 1.050 09/17/26 '26	1,000,000.00	998,110.00	(1,890.00)	999,693.28	32.79	999,726.07	1,616.07	(273.93)
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		**109,268,628.34**	**107,506,304.12**	**(1,766,449.05)**	**104,504,894.34**	**33,885.81**	**106,307,209.03**	**802,476.04**	**(959,843.69)**
GRAND TOTAL		**109,268,628.34**	**107,506,304.12**	**(1,766,449.05)**	**104,504,894.34**	**33,885.81**	**106,307,209.03**	**802,476.04**	**(959,843.69)**

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	1,934.40	0.00	821.46	0.00	2,755.86
020080CN5	ALMA BNK 4.500 05/19/26	2023-05-19	248,000.00	247,650.32	366.90	0.00	947.84	917.26	397.48
02589AF98	AM EX BK 5.000 11/08/28	2023-11-08	248,000.00	247,451.92	781.37	0.00	1,053.15	0.00	1,834.52
023135CP9	AMAZON.COM 4.550 12/01/27 '27	2023-02-24	2,000,000.00	1,982,400.00	45,500.00	0.00	7,583.33	45,500.00	7,583.33
02589BAE0	AXCMT-243-A	2025-12-15	1,750,000.00	1,773,515.63	0.00	0.00	3,616.67	0.00	3,616.67
02582JKT6	AXCMT-255-A	2025-09-05	2,000,000.00	2,045,859.38	4,008.89	0.00	7,516.67	7,516.67	4,008.89
062119BK7	BANK FIVE 4.650 03/20/28	2023-03-20	248,000.00	248,000.00	347.54	0.00	979.43	947.84	379.13
06610QFC0	BANKERS BANK 4.500 05/26/26	2023-05-26	248,000.00	247,650.32	152.88	0.00	947.84	917.26	183.45
05600XQB9	BMO BNK 4.600 05/08/26	2023-05-09	248,000.00	247,655.28	687.61	0.00	968.90	0.00	1,656.50
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	2023-12-08	1,000,000.00	939,580.00	3,608.89	0.00	2,706.67	0.00	6,315.56
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	2022-06-29	1,000,000.00	965,500.00	1,354.17	0.00	2,708.33	0.00	4,062.50
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	2023-11-06	248,000.00	247,628.00	970.26	0.00	1,074.21	1,039.56	1,004.91
254673E36	CAPITL ONE NA 3.200 05/24/27	2022-05-27	248,000.00	248,000.00	152.20	0.00	674.02	0.00	826.21
14042TJD0	CAPITL ONE NA 3.550 08/03/27	2022-08-04	248,000.00	248,000.00	2,894.47	0.00	747.74	0.00	3,642.20
146102AP3	CARTER BANK & TR 4.300 03/20/29	2024-03-20	248,000.00	247,444.48	321.38	0.00	905.71	876.49	350.60
12547CAX6	CIBC BANK 4.450 04/13/28	2023-04-14	248,000.00	247,380.00	1,451.31	0.00	937.30	0.00	2,388.61
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	2024-06-17	2,000,000.00	2,068,800.00	19,988.11	0.00	9,671.67	0.00	29,659.78
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	2021-09-14	1,000,000.00	998,260.00	2,459.72	0.00	958.33	0.00	3,418.06
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	2024-08-14	248,000.00	247,628.00	2,999.44	0.00	853.05	0.00	3,852.49
X9USDDGCM	DREYFUS GVT CM;INST	2025-12-31	359,459.12	359,459.12	5,199.63	0.00	3,796.59	5,199.63	3,796.59
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	2023-10-12	2,000,000.00	1,823,280.00	14,566.67	0.00	3,166.67	0.00	17,733.33
31315PX53	FARMER MAC 3.650 08/14/29 MTN	2024-09-06	1,930,000.00	1,933,242.40	20,937.82	0.00	5,870.42	0.00	26,808.24
31422XW99	FARMER MAC 3.850 02/14/28 MTN	2023-02-14	2,000,000.00	1,993,880.00	22,886.11	0.00	6,416.67	0.00	29,302.78
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	2024-08-19	500,000.00	430,500.00	58.33	0.00	583.33	0.00	641.67
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	2022-03-18	2,000,000.00	1,949,360.00	7,560.00	0.00	2,800.00	0.00	10,360.00
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	2024-09-17	2,000,000.00	2,004,800.00	15,750.00	0.00	5,833.33	0.00	21,583.33
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	2023-02-08	2,000,000.00	1,966,860.00	25,576.39	0.00	6,041.67	0.00	31,618.06
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	2023-05-05	1,040,000.00	1,048,153.60	4,737.78	0.00	3,466.67	0.00	8,204.44

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
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	2024-02-22	1,800,000.00	1,783,728.00	22,275.00	0.00	6,187.50	0.00	28,462.50
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	2023-09-05	2,005,000.00	2,025,451.00	23,308.13	0.00	7,518.75	0.00	30,826.88
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2024-05-06	2,000,000.00	2,017,300.00	8,180.56	0.00	7,916.67	0.00	16,097.22
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2024-05-17	1,300,000.00	1,318,239.00	5,317.36	0.00	5,145.83	0.00	10,463.19
3132XDBQ5	FH WA4446	2025-05-06	1,331,052.72	1,326,685.20	4,608.67	0.00	4,756.66	4,608.67	4,756.66
3132XKTY3	FH WN5066	2025-02-28	1,000,000.00	986,953.12	3,450.00	0.00	3,565.00	3,450.00	3,565.00
3132XKXN2	FH WN5184	2025-08-22	2,000,000.00	2,008,828.12	7,500.00	0.00	7,750.00	7,500.00	7,750.00
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	5,512.50	0.00	5,512.50	5,512.50	5,512.50
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	2024-12-13	2,000,000.00	1,829,160.00	3,450.00	0.00	1,500.00	0.00	4,950.00
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	2021-10-28	2,000,000.00	2,000,000.00	2,016.67	0.00	1,833.33	0.00	3,850.00
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	2021-11-23	2,000,000.00	2,000,000.00	666.67	0.00	2,500.00	0.00	3,166.67
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	7,881.81	0.00	3,529.17	0.00	11,410.97
3130AQA45	FHLBANKS 2.250 12/21/26	2021-12-21	2,000,000.00	1,999,400.00	20,000.00	0.00	3,750.00	22,500.00	1,250.00
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	2023-02-07	1,900,000.00	1,624,766.00	13,173.33	0.00	3,800.00	0.00	16,973.33
3130AV4X7	FHLBANKS 4.375 03/11/33	2023-10-24	500,000.00	462,220.00	4,861.11	0.00	1,822.92	0.00	6,684.03
3130AWLZ1	FHLBANKS 4.750 06/12/26	2023-11-28	1,750,000.00	1,748,617.50	39,022.57	0.00	6,927.08	41,562.50	4,387.15
3130ATS65	FHLBANKS 4.875 09/10/32	2023-09-22	1,000,000.00	1,006,720.00	10,968.75	0.00	4,062.50	0.00	15,031.25
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 4.348 02/25/2030	2025-06-12	1,250,000.00	1,249,955.00	5,025.58	0.00	4,529.17	4,529.17	5,025.58
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	2025-11-20	2,500,000.00	2,508,965.00	8,672.92	0.00	8,672.92	8,672.92	8,672.92
32026US23	FIRST FOUND 4.500 06/21/27	2023-06-21	248,000.00	247,504.00	4,983.78	0.00	947.84	5,595.29	336.33
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
3140Q1C57	FN BZ5491	2025-12-11	2,000,000.00	1,996,484.38	0.00	(2,283.34)	4,794.99	0.00	7,078.33
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	27,027.78	0.00	5,833.33	0.00	32,861.11
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	2023-05-19	248,000.00	247,650.32	358.75	0.00	926.78	896.88	388.65
4581X0DG0	IDB 2.250 06/18/29 MTN	2024-07-30	2,000,000.00	1,833,200.00	20,375.00	0.00	3,750.00	22,500.00	1,625.00

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
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	2021-02-25	1,000,000.00	993,650.00	2,644.44	0.00	583.33	0.00	3,227.78
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	2025-02-20	2,000,000.00	2,002,440.00	22,750.00	0.00	7,583.33	0.00	30,333.33
571676AT2	MARS 4.550 04/20/28 '28	2023-05-05	1,000,000.00	1,013,530.00	5,181.94	0.00	3,791.67	0.00	8,973.61
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	2025-09-30	1,500,000.00	1,501,695.00	14,179.17	0.00	5,187.50	0.00	19,366.67
501798TW2	MILESTONE BANK 4.500 05/18/26	2023-05-18	248,000.00	247,655.28	397.48	0.00	947.84	0.00	1,345.32
61768EE82	MORGAN PVT BNK 5.050 11/08/28	2023-11-08	248,000.00	247,456.88	789.18	0.00	1,063.68	0.00	1,852.87
61690U3V0	MSBNA 4.650 04/06/28	2023-04-06	248,000.00	247,975.20	1,769.29	0.00	979.43	0.00	2,748.72
62847NEQ5	MVB BANK 4.150 08/13/27	2024-08-13	248,000.00	248,000.00	507.55	0.00	874.12	845.92	535.75
637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	2021-01-07	0.00	0.00	3,625.00	0.00	125.00	3,750.00	0.00
637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	2021-03-16	0.00	0.00	3,625.00	0.00	125.00	3,750.00	0.00
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	2021-06-09	1,000,000.00	999,030.00	5,494.44	0.00	958.33	5,750.00	702.78
NVLGIP	Nevada-LGIP	2025-12-31	47,588,641.54	47,588,641.54	159,155.19	0.00	158,425.85	159,155.19	158,425.85
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29 MTN	2024-01-16	2,000,000.00	2,003,920.00	38,111.11	0.00	8,166.67	0.00	46,277.78
795451AK9	SALLIE MAE BNK 1.100 08/11/26	2021-08-11	248,000.00	248,000.00	837.08	0.00	231.69	0.00	1,068.78
8562834U7	SBI CHICAGO 5.000 11/24/28	2023-11-24	248,000.00	247,456.88	237.81	0.00	1,053.15	0.00	1,290.96
857477CW1	STATE STREET 4.729 02/28/30 '30	2025-02-28	1,000,000.00	1,003,380.00	12,216.58	0.00	3,940.83	0.00	16,157.42
857894Q77	STEARNS BANK 4.050 08/14/28	2024-08-13	248,000.00	247,752.00	3,026.96	0.00	853.05	0.00	3,880.01
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	2023-11-17	248,000.00	247,454.40	466.10	0.00	1,032.09	0.00	1,498.19
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	897.22	0.00	200.10	0.00	1,097.32
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26 MTN	2024-12-13	1,500,000.00	1,504,980.00	21,612.50	0.00	5,687.50	0.00	27,300.00
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	2024-04-19	1,000,000.00	982,250.00	17,857.64	0.00	3,854.17	0.00	21,711.81
90355GHQ2	UBS USA 5.000 11/08/28	2023-11-08	248,000.00	247,451.92	781.37	0.00	1,053.15	1,019.18	815.34
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	2023-05-17	248,000.00	247,595.76	418.54	0.00	926.78	896.88	448.44
910286GM9	UNITED FIDELITY 4.550 06/29/27	2023-06-29	248,000.00	247,546.16	1,020.20	0.00	958.37	1,885.82	92.75
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	2023-06-21	248,000.00	247,444.48	305.75	0.00	947.84	917.26	336.33
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	2023-02-14	1,000,000.00	943,510.00	2,975.00	0.00	2,625.00	0.00	5,600.00
91282CBW0	US TREASURY 0.750 04/30/26	2021-05-04	1,940,000.00	1,929,845.30	1,245.99	0.00	1,245.99	0.00	2,491.99

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
912828P46	US TREASURY 1.625 02/15/26	2022-08-10	2,000,000.00	1,899,609.38	9,538.04	0.00	2,737.77	0.00	12,275.82
912828X88	US TREASURY 2.375 05/15/27	2022-05-23	2,000,000.00	1,956,875.00	2,099.45	0.00	4,067.68	0.00	6,167.13
91282CGT2	US TREASURY 3.625 03/31/28	2024-11-06	1,000,000.00	982,656.25	6,174.45	0.00	3,087.23	0.00	9,261.68
91282CHE4	US TREASURY 3.625 05/31/28	2024-11-06	1,800,000.00	1,766,390.63	32,804.26	0.00	5,557.01	32,625.00	5,736.26
91282CHK0	US TREASURY 4.000 06/30/28	2024-11-06	1,800,000.00	1,788,609.38	30,130.43	0.00	6,068.46	36,000.00	198.90
91282CLC3	US TREASURY 4.000 07/31/29	2024-11-06	1,800,000.00	1,785,023.44	24,065.22	0.00	6,065.22	0.00	30,130.43
931142ER0	WALMART 1.050 09/17/26 '26	2021-09-17	1,000,000.00	998,110.00	2,158.33	0.00	875.00	0.00	3,033.33
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	2023-12-11	2,000,000.00	2,000,000.00	49,621.11	0.00	8,756.67	52,540.00	5,837.78
TOTAL			**155,215,153.38**	**153,467,804.33**	**958,866.26**	**(2,283.34)**	**472,532.08**	**523,426.23**	**910,255.45**
GRAND TOTAL			**155,215,153.38**	**153,467,804.33**	**958,866.26**	**(2,283.34)**	**472,532.08**	**523,426.23**	**910,255.45**

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	821.46	0.00	0.00	821.46
020080CN5	ALMA BNK 4.500 05/19/26	248,000.00	247,943.33	247,953.73	05/19/2026	4.50	4.55	947.84	10.39	0.00	958.23
023135CP9	AMAZON.COM 4.550 12/01/27 '27	2,000,000.00	1,992,337.40	1,992,662.80	12/01/2027	4.55	4.76	7,583.33	325.40	0.00	7,908.73
02582JKT6	AXCMT-255-A	2,000,000.00	2,043,610.36	2,042,808.98	07/15/2032	4.51	4.02	7,516.67	(801.38)	0.00	6,715.29
02589AF98	AM EX BK 5.000 11/08/28	248,000.00	247,668.46	247,678.04	11/08/2028	5.00	5.05	1,053.15	9.58	0.00	1,062.73
02589BAE0	AXCMT-243-A	1,750,000.00	0.00	1,772,822.80	07/15/2027	4.65	3.80	3,616.67	(692.83)	0.00	2,923.83
05600XQB9	BMO BNK 4.600 05/08/26	248,000.00	247,947.84	247,958.07	05/08/2026	4.60	4.65	968.90	10.23	0.00	979.13
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	1,000,000.00	969,873.90	971,229.36	10/21/2027	3.25	4.98	2,706.67	1,355.46	0.00	4,062.12
062119BK7	BANK FIVE 4.650 03/20/28	248,000.00	248,000.00	248,000.00	03/20/2028	4.65	4.65	979.43	0.00	0.00	979.43
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	1,000,000.00	989,219.05	989,848.44	05/16/2027	3.25	4.04	2,708.33	629.40	0.00	3,337.73
06610QFC0	BANKERS BANK 4.500 05/26/26	248,000.00	247,940.83	247,951.25	05/26/2026	4.50	4.55	947.84	10.42	0.00	958.26
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	248,000.00	247,882.27	247,893.10	11/03/2026	5.10	5.15	1,074.21	10.83	0.00	1,085.04
12547CAX6	CIBC BANK 4.450 04/13/28	248,000.00	247,692.65	247,703.68	04/13/2028	4.45	4.51	937.30	11.03	0.00	948.33
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	747.74	0.00	0.00	747.74
146102AP3	CARTER BANK & TR 4.300 03/20/29	248,000.00	247,625.45	247,635.08	03/20/2029	4.30	4.35	905.71	9.64	0.00	915.34
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	1,000,000.00	999,719.77	999,750.04	09/14/2026	1.15	1.19	958.33	30.27	0.00	988.60
17325FBB3	CITIBANK NA US 5.803 09/29/28 '28	2,000,000.00	2,045,359.48	2,043,956.14	09/29/2028	5.80	4.89	9,671.67	(1,403.34)	0.00	8,268.33
23204HQA9	CUSTOMERS BANK 4.050 08/13/27	248,000.00	247,780.58	247,791.55	08/13/2027	4.05	4.10	853.05	10.97	0.00	864.02
24422EVK2	JOHN DEERE CAP 0.700 01/15/26 MTN	1,000,000.00	999,837.25	999,949.37	01/15/2026	0.70	0.83	583.33	112.12	0.00	695.45
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	674.02	0.00	0.00	674.02
3130AH3Z4	FHLBANKS 2.200 09/24/29 '25	1,925,000.00	1,815,159.05	1,817,603.47	09/24/2029	2.20	3.86	3,529.17	2,444.41	0.00	5,973.58
3130AK4Y9	FHLBANKS 0.900 09/22/27 '25	2,000,000.00	1,888,692.60	1,893,920.67	09/22/2027	0.90	4.19	1,500.00	5,228.08	0.00	6,728.08
3130AMVK5	FHLBANKS 2.000 12/29/27	1,000,000.00	945,330.17	947,566.00	12/29/2027	2.00	4.50	1,666.67	2,235.84	0.00	3,902.50
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	2,000,000.00	1,997,471.14	1,997,707.98	10/28/2026	1.10	1.10	1,833.33	236.84	0.00	2,070.18
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
3130AQA45	FHLBANKS 2.250 12/21/26	2,000,000.00	1,999,856.73	1,999,868.26	12/21/2026	2.25	1.66	3,750.00	11.54	0.00	3,761.54

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
3130AQRW5	FHLBANKS 2.400 02/17/32 '25	1,900,000.00	1,703,762.19	1,706,443.27	02/17/2032	2.40	4.36	3,800.00	2,681.08	0.00	6,481.08
3130ATS65	FHLBANKS 4.875 09/10/32	1,000,000.00	1,005,168.04	1,005,103.31	09/10/2032	4.88	4.78	4,062.50	(64.73)	0.00	3,997.77
3130AV4X7	FHLBANKS 4.375 03/11/33	500,000.00	469,935.13	470,285.91	03/11/2033	4.38	5.41	1,822.92	350.78	0.00	2,173.69
3130AWLZ1	FHLBANKS 4.750 06/12/26	1,750,000.00	1,749,684.40	1,749,735.09	06/12/2026	4.75	4.78	6,927.08	50.69	0.00	6,977.78
31315PX53	FARMER MAC 3.650 08/14/29 MTN	1,930,000.00	1,932,403.81	1,932,348.70	08/14/2029	3.65	3.61	5,870.42	(55.12)	0.00	5,815.30
3132XDBQ5	FH WA4446	1,331,052.72	1,328,834.42	1,327,349.04	09/01/2029	4.15	4.20	4,756.66	85.75	4.48	4,846.89
3132XKTY3	FH WN5066	1,000,000.00	989,182.80	989,433.24	08/01/2029	4.14	4.37	3,565.00	250.44	0.00	3,815.44
3132XKXN2	FH WN5184	2,000,000.00	2,008,246.11	2,008,067.47	11/01/2029	4.50	4.28	7,750.00	(178.64)	0.00	7,571.36
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	500,000.00	445,726.67	446,753.19	05/28/2030	1.40	4.13	583.33	1,026.52	0.00	1,609.86
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	2,000,000.00	1,983,343.59	1,983,878.11	07/24/2028	3.63	3.97	6,041.67	534.52	0.00	6,576.19
3133ENRD4	FED FARM CR BNKS 1.680 03/10/27	2,000,000.00	1,986,656.36	1,987,547.86	03/10/2027	1.68	2.22	2,800.00	891.49	0.00	3,691.49
3133EP3B9	FED FARM CR BNKS 4.125 02/13/29	1,800,000.00	1,789,314.55	1,789,597.67	02/13/2029	4.13	4.33	6,187.50	283.12	0.00	6,470.62
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	1,040,000.00	1,046,216.32	1,046,144.87	04/20/2033	4.00	3.90	3,466.67	(71.45)	0.00	3,395.21
3133EPUN3	FED FARM CR BNKS 4.500 08/28/28	2,005,000.00	2,016,463.99	2,016,108.96	08/28/2028	4.50	4.26	7,518.75	(355.03)	0.00	7,163.72
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	2,000,000.00	2,011,998.77	2,011,700.24	04/30/2029	4.75	4.55	7,916.67	(298.52)	0.00	7,618.14
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	1,300,000.00	1,312,723.92	1,312,407.35	04/30/2029	4.75	4.43	5,145.83	(316.57)	0.00	4,829.27
3133ERSP7	FED FARM CR BNKS 3.500 09/10/29	2,000,000.00	2,003,608.39	2,003,527.27	09/10/2029	3.50	3.45	5,833.33	(81.12)	0.00	5,752.22
3137FLN91	FH-K091-A2	2,000,000.00	1,952,543.49	1,953,783.92	03/25/2029	3.51	4.29	5,841.67	1,240.43	0.00	7,082.10
3137HKXJ8	FH-K539-A2	1,500,000.00	1,519,802.12	1,519,390.69	01/25/2030	4.41	4.02	5,512.50	(411.44)	0.00	5,101.06
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	1,000,000.00	999,975.05	999,975.56	02/25/2030	4.51	4.38	3,760.83	0.51	0.00	3,761.34
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	1,250,000.00	1,249,959.57	1,249,960.39	02/25/2030	4.35	4.48	4,529.17	0.82	0.00	4,529.99
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	2,500,000.00	2,508,909.47	2,508,752.99	10/25/2030	4.16	4.19	8,672.92	(156.48)	0.00	8,516.44
3140HW4G4	FN BL5322	2,500,000.00	2,326,827.53	2,330,425.62	01/01/2030	2.43	4.30	5,062.50	3,598.09	0.00	8,660.59
3140Q1C57	FN BZ5491	2,000,000.00	0.00	1,996,525.72	11/01/2030	4.11	4.08	4,794.99	41.34	0.00	4,836.33
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	2,000,000.00	1,937,739.82	1,942,470.37	01/13/2027	1.90	4.87	3,166.67	4,730.55	0.00	7,897.22

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
31422XW99	FARMER MAC 3.850 02/14/28 MTN	2,000,000.00	1,997,151.74	1,997,261.42	02/14/2028	3.85	3.92	6,416.67	109.68	0.00	6,526.35
32026US23	FIRST FOUND 4.500 06/21/27	248,000.00	247,793.90	247,805.17	06/21/2027	4.50	4.54	947.84	11.27	0.00	959.11
43814VAC1	HONDO-251-A3	2,000,000.00	1,999,949.12	1,999,950.26	09/21/2029	4.57	4.57	7,616.67	1.13	0.00	7,617.80
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	248,000.00	247,943.40	247,953.78	05/19/2026	4.40	4.45	926.78	10.38	0.00	937.16
4581X0DG0	IDB 2.250 06/18/29 MTN	2,000,000.00	1,878,186.98	1,881,102.97	06/18/2029	2.25	4.15	3,750.00	2,915.99	0.00	6,665.99
459058KT9	IBRD 3.500 07/12/28 MTN	2,000,000.00	1,970,240.14	1,971,207.18	07/12/2028	3.50	4.12	5,833.33	967.04	0.00	6,800.37
478160DH4	JOHNSON&JOHNSON 4.550 03/01/28 '28	2,000,000.00	2,001,795.99	2,001,725.69	03/01/2028	4.55	4.51	7,583.33	(70.30)	0.00	7,513.04
501798TW2	MILESTONE BANK 4.500 05/18/26	248,000.00	247,943.74	247,954.12	05/18/2026	4.50	4.55	947.84	10.38	0.00	958.22
571676AT2	MARS 4.550 04/20/28 '28	1,000,000.00	1,006,582.06	1,006,339.15	04/20/2028	4.55	4.24	3,791.67	(242.91)	0.00	3,548.76
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	1,500,000.00	1,501,635.96	1,501,606.44	09/15/2030	4.15	4.12	5,187.50	(29.52)	0.00	5,157.98
61690U3V0	MSBNA 4.650 04/06/28	248,000.00	247,982.59	247,983.22	04/06/2028	4.65	4.65	979.43	0.63	0.00	980.06
61768EE82	MORGAN PVT BNK 5.050 11/08/28	248,000.00	247,671.33	247,680.83	11/08/2028	5.05	5.05	1,063.68	9.50	0.00	1,073.18
62847NEQ5	MVB BANK 4.150 08/13/27	248,000.00	248,000.00	248,000.00	08/13/2027	4.15	4.15	874.12	0.00	0.00	874.12
637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	0.00	1,000,000.00	0.00	12/07/2025	0.75	0.66	125.00	0.00	0.00	125.00
637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	0.00	999,932.04	0.00	12/07/2025	0.75	1.17	125.00	67.96	0.00	192.96
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	1,000,000.00	999,895.92	999,912.90	06/09/2026	1.15	1.17	958.33	16.98	0.00	975.32
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29 MTN	2,000,000.00	2,002,398.87	2,002,333.47	01/11/2029	4.90	4.86	8,166.67	(65.40)	0.00	8,101.26
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	231.69	0.00	0.00	231.69
8562834U7	SBI CHICAGO 5.000 11/24/28	248,000.00	247,662.72	247,672.32	11/24/2028	5.00	5.05	1,053.15	9.60	0.00	1,062.75
857477CW1	STATE STREET 4.729 02/28/30 '30	1,000,000.00	1,002,860.29	1,002,801.92	02/28/2030	4.73	4.63	3,940.83	(58.37)	0.00	3,882.46
857894Q77	STEARNS BANK 4.050 08/14/28	248,000.00	247,823.23	247,828.78	08/14/2028	4.05	4.08	853.05	5.55	0.00	858.60
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	248,000.00	247,665.24	247,674.83	11/17/2028	4.90	4.95	1,032.09	9.59	0.00	1,041.68
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	200.10	0.00	0.00	200.10
89236TKQ7	TOYOTA MOTOR CRD 4.625 01/12/28 MTN	1,000,000.00	989,798.72	990,208.36	01/12/2028	4.63	5.15	3,854.17	409.64	0.00	4,263.80
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26 MTN	1,500,000.00	1,502,059.83	1,501,803.39	08/07/2026	4.55	4.34	5,687.50	(256.45)	0.00	5,431.05

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
89240JAD3	TART-25A-A3	1,750,000.00	1,749,942.77	1,749,944.08	08/15/2029	4.64	4.69	6,766.67	1.31	0.00	6,767.98
90355GHQ2	UBS USA 5.000 11/08/28	248,000.00	247,669.17	247,678.73	11/08/2028	5.00	5.05	1,053.15	9.56	0.00	1,062.71
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	248,000.00	247,884.29	247,894.51	11/17/2026	4.40	4.45	926.78	10.22	0.00	937.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	248,000.00	247,813.34	247,823.41	06/29/2027	4.55	4.60	958.37	10.06	0.00	968.43
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	1,000,000.00	980,390.57	981,577.86	04/27/2027	3.15	4.64	2,625.00	1,187.29	0.00	3,812.29
912828P46	US TREASURY 1.625 02/15/26	2,000,000.00	1,993,837.39	1,996,351.08	02/15/2026	1.63	3.15	2,737.77	2,513.70	0.00	5,251.47
912828X88	US TREASURY 2.375 05/15/27	2,000,000.00	1,986,950.49	1,987,713.76	05/15/2027	2.38	2.84	4,067.68	763.27	0.00	4,830.95
91282CBW0	US TREASURY 0.750 04/30/26	1,940,000.00	1,939,147.16	1,939,323.42	04/30/2026	0.75	0.86	1,245.99	176.25	0.00	1,422.25
91282CGT2	US TREASURY 3.625 03/31/28	1,000,000.00	988,106.74	988,539.99	03/31/2028	3.63	4.18	3,087.23	433.24	0.00	3,520.47
91282CHE4	US TREASURY 3.625 05/31/28	1,800,000.00	1,776,457.95	1,777,258.18	05/31/2028	3.63	4.19	5,557.01	800.22	0.00	6,357.23
91282CHK0	US TREASURY 4.000 06/30/28	1,800,000.00	1,791,944.47	1,792,209.57	06/30/2028	4.00	4.19	6,068.46	265.10	0.00	6,333.56
91282CLC3	US TREASURY 4.000 07/31/29	1,800,000.00	1,788,403.57	1,788,672.24	07/31/2029	4.00	4.19	6,065.22	268.68	0.00	6,333.89
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	248,000.00	247,704.53	247,714.35	06/21/2028	4.50	4.55	947.84	9.82	0.00	957.65
931142ER0	WALMART 1.050 09/17/26 '26	1,000,000.00	999,693.28	999,726.07	09/17/2026	1.05	1.09	875.00	32.79	0.00	907.79
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	47,588,641.54	47,429,486.35	47,588,641.54	12/31/2025	0.00	3.92	158,425.85	0.00	0.00	158,425.85
X9USDDGCM	DREYFUS GVT CM;INST	359,459.12	1,765,895.82	359,459.12	12/31/2025	3.64	3.65	3,796.59	0.00	0.00	3,796.59
TOTAL		**155,215,153.38**	**153,700,276.51**	**154,255,309.69**		**2.46**	**3.90**	**472,532.08**	**33,885.81**	**4.48**	**506,422.37**
GRAND TOTAL		**155,215,153.38**	**153,700,276.51**	**154,255,309.69**		**2.46**	**3.90**	**472,532.08**	**33,885.81**	**4.48**	**506,422.37**

MEEDER PUBLIC FUNDS

Transaction Statement

DOUGLAS COUNTY, NV

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	12/08/2025	12/11/2025	3140Q1C57	FN BZ5491	2,000,000.00	1,996,484.38	2,283.34	(1,998,767.72)	4.08
	12/12/2025	12/15/2025	02589BAE0	AXCMT-243-A	1,750,000.00	1,773,515.63	0.00	(1,773,515.63)	3.80
BUY TOTAL					**3,750,000.00**	**3,770,000.01**	**2,283.34**	**(3,772,283.35)**	**3.95**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	12/07/2025	12/08/2025	637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	(2,000,000.00)	2,000,000.00	2,000,000.00	0.00
MATURITY TOTAL					**(2,000,000.00)**	**2,000,000.00**	**2,000,000.00**	**0.00**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
PRINCIPAL PAY-DOWN								
	12/26/2025	12/26/2025	3132XDBQ5	FH WA4446	(1,575.61)	1,571.13	1,575.61	4.48
PRINCIPAL PAY-DOWN TOTAL					**(1,575.61)**	**1,571.13**	**1,575.61**	**4.48**

MEEDER PUBLIC FUNDS

Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
BONY				
910286GM9	UNITED FIDELITY 4.550 06/29/27	11/29/2025	12/01/2025	958.37
91282CHE4	US TREASURY 3.625 05/31/28	11/30/2025	12/01/2025	32,625.00
023135CP9	AMAZON.COM 4.550 12/01/27 '27	12/01/2025	12/01/2025	45,500.00
X9USDDGCM	DREYFUS GVT CM;INST	11/30/2025	12/02/2025	5,199.63
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	12/03/2025	12/03/2025	1,039.56
90355GHQ2	UBS USA 5.000 11/08/28	12/08/2025	12/08/2025	1,019.18
637639AE5	NATIONAL SECURITIES CLEARING CORP 0.75 12/07/2025	12/07/2025	12/08/2025	7,500.00
64952WED1	NYL GLOBAL FUND 1.150 06/09/26	12/09/2025	12/09/2025	5,750.00
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	12/11/2025	12/11/2025	52,540.00
3130AWLZ1	FHLBANKS 4.750 06/12/26	12/12/2025	12/12/2025	41,562.50
62847NEQ5	MVB BANK 4.150 08/13/27	12/13/2025	12/15/2025	845.92
89240JAD3	TART-25A-A3	12/15/2025	12/15/2025	6,766.67
02582JKT6	AXCMT-255-A	12/15/2025	12/15/2025	7,516.67
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	12/17/2025	12/17/2025	896.88
4581X0DG0	IDB 2.250 06/18/29 MTN	12/18/2025	12/18/2025	22,500.00
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	12/19/2025	12/19/2025	896.88
020080CN5	ALMA BNK 4.500 05/19/26	12/19/2025	12/19/2025	917.26
32026US23	FIRST FOUND 4.500 06/21/27	12/21/2025	12/22/2025	5,595.29
062119BK7	BANK FIVE 4.650 03/20/28	12/20/2025	12/22/2025	947.84
146102AP3	CARTER BANK & TR 4.300 03/20/29	12/20/2025	12/22/2025	876.49
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	12/21/2025	12/22/2025	917.26
3130AQA45	FHLBANKS 2.250 12/21/26	12/21/2025	12/22/2025	22,500.00
43814VAC1	HONDO-251-A3	12/21/2025	12/22/2025	7,616.67
3137FLN91	FH-K091-A2	12/01/2025	12/26/2025	5,841.67
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	12/01/2025	12/26/2025	4,529.17
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	12/01/2025	12/26/2025	3,760.83
3132XKTY3	FH WN5066	12/01/2025	12/26/2025	3,450.00
3140HW4G4	FN BL5322	12/01/2025	12/26/2025	5,062.50

MEEDER PUBLIC FUNDS

Income/Dividend Received

3132XDBQ5	FH WA4446	12/01/2025	12/26/2025	4,608.67
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	12/01/2025	12/26/2025	8,672.92
06610QFC0	BANKERS BANK 4.500 05/26/26	12/26/2025	12/26/2025	917.26
3137HKXJ8	FH-K539-A2	12/01/2025	12/26/2025	5,512.50
3132XKXN2	FH WN5184	12/01/2025	12/26/2025	7,500.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	12/29/2025	12/29/2025	927.45
3130AMVK5	FHLBANKS 2.000 12/29/27	12/29/2025	12/29/2025	5,000.00
91282CHK0	US TREASURY 4.000 06/30/28	12/31/2025	12/31/2025	36,000.00
BONY - TOTAL				**364,271.04**

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
OUTSIDE HOLDINGS				
NVLGIP	Nevada-LGIP	11/28/2025	12/01/2025	159,155.19
OUTSIDE HOLDINGS - TOTAL				**159,155.19**
TOTAL				**523,426.23**

MEEDER PUBLIC FUNDS

Contribution/Withdrawals and Expenses

	POST DATE	PAR VALUE	TOTAL
DOUGLAS COUNTY, NV			
CONTRIBUTION			
	12/15/2025	270,917.43	270,917.43
CONTRIBUTION TOTAL		**270,917.43**	**270,917.43**
WITHDRAWAL			
	12/15/2025	(270,917.43)	(270,917.43)
WITHDRAWAL TOTAL		**(270,917.43)**	**(270,917.43)**

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
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
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
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29 MTN	01/12/2026	49,000.00
31422BSE1	FARMER MAC 1.900 01/13/27 MTN	01/13/2026	19,000.00
62847NEQ5	MVB BANK 4.150 08/13/27	01/13/2026	874.11
24422EVK2	JOHN DEERE CAPITAL CORP 0.7 01/15/2026	01/15/2026	3,500.00
02582JKT6	AXCMT-255-A	01/15/2026	7,516.67
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
02589BAE0	AXCMT-243-A	01/15/2026	6,781.25
020080CN5	ALMA BNK 4.500 05/19/26	01/20/2026	947.84
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
062119BK7	BANK FIVE 4.650 03/20/28	01/20/2026	979.43
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
3132XDBQ5	FH WA4446	01/25/2026	4,756.66
3132XKTY3	FH WN5066	01/25/2026	3,565.00
3140HW4G4	FN BL5322	01/25/2026	5,062.50
3132XKXN2	FH WN5184	01/25/2026	7,750.00
3140Q1C57	FN BZ5491	01/25/2026	7,078.33
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	01/26/2026	4,529.17
3137FLN91	FH-K091-A2	01/26/2026	5,841.67
06610QFC0	BANKERS BANK 4.500 05/26/26	01/26/2026	947.84
3133EN6W5	FED FARM CR BNKS 3.625 07/24/28	01/26/2026	36,250.00

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	01/26/2026	3,760.83
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	01/26/2026	8,672.92
3137HKXJ8	FH-K539-A2	01/26/2026	5,512.50
910286GM9	UNITED FIDELITY 4.550 06/29/27	01/29/2026	958.37
JAN 2026 TOTAL			**262,815.55**
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
90355GHQ2	UBS USA 5.000 11/08/28	02/09/2026	1,053.15
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26 MTN	02/09/2026	34,125.00
795451AK9	SALLIE MAE BNK 1.100 08/11/26	02/11/2026	1,375.21
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	3,648.92
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
02589BAE0	AXCMT-243-A	02/17/2026	6,781.25
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

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
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
3132XKTY3	FH WN5066	02/25/2026	3,450.00
3132XDBQ5	FH WA4446	02/25/2026	4,598.45
3140HW4G4	FN BL5322	02/25/2026	5,062.50
3132XKXN2	FH WN5184	02/25/2026	7,500.00
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	02/25/2026	8,672.41
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	02/25/2026	5,062.32
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	02/25/2026	4,529.17
3137HKXJ8	FH-K539-A2	02/25/2026	5,512.50
3137FLN91	FH-K091-A2	02/25/2026	5,841.67
3140Q1C57	FN BZ5491	02/25/2026	6,867.88
06610QFC0	BANKERS BANK 4.500 05/26/26	02/26/2026	947.84
FEB 2026 TOTAL			**334,973.18**
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

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	03/16/2026	32,162.50
02589BAE0	AXCMT-243-A	03/16/2026	6,781.25
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
3140HW4G4	FN BL5322	03/25/2026	5,013.06
3132XKTY3	FH WN5066	03/25/2026	3,448.26
3132XKXN2	FH WN5184	03/25/2026	7,496.23
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
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	03/25/2026	4,529.17
3140Q1C57	FN BZ5491	03/25/2026	6,868.18
3137FLN91	FH-K091-A2	03/25/2026	5,841.67
3132XDBQ5	FH WA4446	03/25/2026	4,590.61
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	03/25/2026	8,672.39
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

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
MAR 2026 TOTAL			**456,854.59**
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
02589BAE0	AXCMT-243-A	04/15/2026	6,781.25
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
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
062119BK7	BANK FIVE 4.650 03/20/28	04/20/2026	979.43
146102AP3	CARTER BANK & TR 4.300 03/20/29	04/20/2026	905.71
43814VAC1	HONDO-251-A3	04/21/2026	7,616.67
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
3140HW4G4	FN BL5322	04/27/2026	4,948.67
3132XKXN2	FH WN5184	04/27/2026	7,491.75
3140Q1C57	FN BZ5491	04/27/2026	6,864.58
3132XDBQ5	FH WA4446	04/27/2026	4,582.31
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	04/27/2026	15,750.00
3132XKTY3	FH WN5066	04/27/2026	3,446.18
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
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	04/27/2026	4,529.17

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	04/27/2026	8,672.36
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	676.58
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			**280,294.47**
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
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
05600XQB9	BMO BNK 4.600 05/08/26	05/08/2026	41.93
62847NEQ5	MVB BANK 4.150 08/13/27	05/13/2026	845.92
02582JKT6	AXCMT-255-A	05/15/2026	7,516.67
02589BAE0	AXCMT-243-A	05/15/2026	6,781.25
89240JAD3	TART-25A-A3	05/15/2026	6,766.67
912828X88	US TREASURY 2.375 05/15/27	05/15/2026	23,750.00
501798TW2	MILESTONE BANK 4.500 05/18/26	05/18/2026	45.88
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
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	46.22
020080CN5	ALMA BNK 4.500 05/19/26	05/19/2026	46.27
451245AP9	IDAHO FIRST BANK 4.400 05/19/26	05/19/2026	896.88

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
020080CN5	ALMA BNK 4.500 05/19/26	05/19/2026	917.26
062119BK7	BANK FIVE 4.650 03/20/28	05/20/2026	947.84
146102AP3	CARTER BANK & TR 4.300 03/20/29	05/20/2026	876.49
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
3132XKXN2	FH WN5184	05/25/2026	7,487.21
3140HW4G4	FN BL5322	05/25/2026	4,877.30
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	05/25/2026	8,672.33
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
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	05/25/2026	4,529.17
3132XKTY3	FH WN5066	05/25/2026	3,444.09
3140Q1C57	FN BZ5491	05/25/2026	6,857.43
3137FLN91	FH-K091-A2	05/25/2026	5,841.67
3132XDBQ5	FH WA4446	05/25/2026	4,573.96
06610QFC0	BANKERS BANK 4.500 05/26/26	05/26/2026	48.75
254673E36	CAPITL ONE NA 3.200 05/24/27	05/26/2026	3,935.39
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
MAY 2026 TOTAL			**194,100.31**
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	87.10

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
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	41,562.50
3130AWLZ1	FHLBANKS 4.750 06/12/26	06/12/2026	264.91
02582JKT6	AXCMT-255-A	06/15/2026	7,516.67
02589BAE0	AXCMT-243-A	06/15/2026	6,781.25
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
3140Q1C57	FN BZ5491	06/25/2026	6,859.91
3132XDBQ5	FH WA4446	06/25/2026	4,565.96
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
3140HW4G4	FN BL5322	06/25/2026	4,809.39
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	06/25/2026	4,529.17
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	06/25/2026	8,672.28
3137FLN91	FH-K091-A2	06/25/2026	5,841.67
3132XKTY3	FH WN5066	06/25/2026	3,442.27
3132XKXN2	FH WN5184	06/25/2026	7,483.28
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

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91282CHK0	US TREASURY 4.000 06/30/28	06/30/2026	36,000.00
JUN 2026 TOTAL			**363,073.81**
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
6944PL2Z1	PACIFIC LIFE GLO 4.900 01/11/29 MTN	07/13/2026	49,000.00
62847NEQ5	MVB BANK 4.150 08/13/27	07/13/2026	845.92
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
02589BAE0	AXCMT-243-A	07/15/2026	6,781.25
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
3140Q1C57	FN BZ5491	07/27/2026	6,851.70
3132XKXN2	FH WN5184	07/27/2026	7,478.17
3137HKXJ8	FH-K539-A2	07/27/2026	5,512.50
3140HW4G4	FN BL5322	07/27/2026	4,713.56
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	07/27/2026	5,062.32
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	07/27/2026	4,529.17
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	07/27/2026	8,672.23
3137FLN91	FH-K091-A2	07/27/2026	5,841.67
3132XKTY3	FH WN5066	07/27/2026	3,439.91

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3132XDBQ5	FH WA4446	07/27/2026	4,557.23
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			**292,353.60**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	08/03/2026	1,074.21
14042TJD0	CAPITL ONE NA 3.550 08/03/27	08/03/2026	4,365.82
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26 MTN	08/07/2026	(1,803.39)
89236TMJ1	TOYOTA MOTOR CRD 4.550 08/07/26 MTN	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
02589BAE0	AXCMT-243-A	08/17/2026	6,781.25
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
3140Q1C57	FN BZ5491	08/25/2026	6,850.04
3132XDBQ5	FH WA4446	08/25/2026	4,548.84
3140HW4G4	FN BL5322	08/25/2026	4,621.37

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HKXJ8	FH-K539-A2	08/25/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	08/25/2026	5,062.32
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	08/25/2026	4,529.17
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	08/25/2026	8,672.18
3132XKXN2	FH WN5184	08/25/2026	7,473.67
3137FLN91	FH-K091-A2	08/25/2026	5,841.67
3132XKTY3	FH WN5066	08/25/2026	3,437.83
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			**343,357.09**
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
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	5,750.00
14913R2Q9	CTRPLLR FIN SERV 1.150 09/14/26 MTN	09/14/2026	249.96
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
02589BAE0	AXCMT-243-A	09/15/2026	6,781.25
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	273.93
931142ER0	WALMART 1.050 09/17/26 '26	09/17/2026	5,250.00

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
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
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
3137HKXJ8	FH-K539-A2	09/25/2026	5,512.50
3132XDBQ5	FH WA4446	09/25/2026	4,540.12
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	09/25/2026	5,062.32
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	09/25/2026	4,529.17
3140Q1C57	FN BZ5491	09/25/2026	6,846.17
3137FLN91	FH-K091-A2	09/25/2026	5,841.67
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	09/25/2026	8,672.11
3132XKTY3	FH WN5066	09/25/2026	3,435.51
3140HW4G4	FN BL5322	09/25/2026	4,509.82
3132XKXN2	FH WN5184	09/25/2026	7,468.65
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			**384,286.01**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	10/05/2026	1,039.56
61690U3V0	MSBNA 4.650 04/06/28	10/06/2026	5,781.80
90355GHQ2	UBS USA 5.000 11/08/28	10/08/2026	1,019.18
62847NEQ5	MVB BANK 4.150 08/13/27	10/13/2026	845.92
12547CAX6	CIBC BANK 4.450 04/13/28	10/14/2026	5,533.12
89240JAD3	TART-25A-A3	10/15/2026	6,602.97

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
02582JKT6	AXCMT-255-A	10/15/2026	7,516.67
02589BAE0	AXCMT-243-A	10/15/2026	6,781.25
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	10/19/2026	896.88
571676AT2	MARS 4.550 04/20/28 '28	10/20/2026	22,750.00
062119BK7	BANK FIVE 4.650 03/20/28	10/20/2026	947.84
3133EPGG4	FED FARM CR BNKS 4.000 04/20/33	10/20/2026	20,800.00
146102AP3	CARTER BANK & TR 4.300 03/20/29	10/20/2026	876.49
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	10/21/2026	917.26
43814VAC1	HONDO-251-A3	10/21/2026	7,466.27
06051GGA1	BOFAML 3.248 10/21/27 '26 MTN	10/21/2026	16,240.00
3140HW4G4	FN BL5322	10/26/2026	4,383.35
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	10/26/2026	8,672.04
3137HKXJ8	FH-K539-A2	10/26/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	10/26/2026	5,062.32
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	10/26/2026	4,529.17
3140Q1C57	FN BZ5491	10/26/2026	6,849.77
3132XKTY3	FH WN5066	10/26/2026	3,433.07
3137FLN91	FH-K091-A2	10/26/2026	5,841.67
3132XKXN2	FH WN5184	10/26/2026	7,463.38
3132XDBQ5	FH WA4446	10/26/2026	4,531.23
91159HHR4	US BANCORP 3.150 04/27/27 '27 MTN	10/27/2026	15,750.00
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	10/28/2026	11,000.00
3130APFQ3	FHLBANKS 1.100 10/28/26 '25	10/28/2026	2,292.02
910286GM9	UNITED FIDELITY 4.550 06/29/27	10/29/2026	927.45
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	10/30/2026	78,375.00
OCT 2026 TOTAL			**270,638.17**
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	11/03/2026	1,074.21
108622PJ4	BRIDGEWATER BANK 5.100 11/03/26	11/03/2026	106.90

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
61768EE82	MORGAN PVT BNK 5.050 11/08/28	11/09/2026	6,313.47
90355GHQ2	UBS USA 5.000 11/08/28	11/09/2026	1,053.15
02589AF98	AM EX BK 5.000 11/08/28	11/09/2026	6,250.96
94988J6F9	WELLS FARGO BANK 5.254 12/11/26 '26 MTN	11/10/2026	43,491.44
62847NEQ5	MVB BANK 4.150 08/13/27	11/13/2026	874.12
89240JAD3	TART-25A-A3	11/16/2026	6,238.19
02582JKT6	AXCMT-255-A	11/16/2026	7,516.67
02589BAE0	AXCMT-243-A	11/16/2026	6,781.25
06406RAD9	BONY MELLON 3.250 05/16/27 '27 MTN	11/16/2026	16,250.00
912828X88	US TREASURY 2.375 05/15/27	11/16/2026	23,750.00
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	11/17/2026	926.77
90385LDQ9	ULTIMA BANK MN 4.400 11/17/26	11/17/2026	105.49
87164Y3Z5	SYNCHRONY BANK 4.900 11/17/28	11/17/2026	6,125.94
146102AP3	CARTER BANK & TR 4.300 03/20/29	11/20/2026	905.71
062119BK7	BANK FIVE 4.650 03/20/28	11/20/2026	979.43
43814VAC1	HONDO-251-A3	11/23/2026	7,030.77
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	11/23/2026	947.84
3130APPZ2	FHLBANKS 1.500 11/23/26 '25	11/23/2026	15,000.00
254673E36	CAPITL ONE NA 3.200 05/24/27	11/24/2026	4,000.61
8562834U7	SBI CHICAGO 5.000 11/24/28	11/24/2026	6,250.96
3137HKXJ8	FH-K539-A2	11/25/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	11/25/2026	5,062.32
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	11/25/2026	4,529.17
3140HW4G4	FN BL5322	11/25/2026	4,207.23
3137FLN91	FH-K091-A2	11/25/2026	5,841.67
3132XKXN2	FH WN5184	11/25/2026	7,456.50
3132XKTY3	FH WN5066	11/25/2026	3,429.89
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	11/25/2026	8,671.96

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140Q1C57	FN BZ5491	11/25/2026	6,827.57
3132XDBQ5	FH WA4446	11/25/2026	4,521.34
3133ELB86	FED FARM CR BNKS 1.400 05/28/30 '25	11/30/2026	3,500.00
910286GM9	UNITED FIDELITY 4.550 06/29/27	11/30/2026	958.37
91282CHE4	US TREASURY 3.625 05/31/28	11/30/2026	32,625.00
NOV 2026 TOTAL			**255,117.40**
023135CP9	AMAZON.COM 4.550 12/01/27 '27	12/01/2026	45,500.00
90355GHQ2	UBS USA 5.000 11/08/28	12/08/2026	1,019.18
62847NEQ5	MVB BANK 4.150 08/13/27	12/14/2026	845.92
89240JAD3	TART-25A-A3	12/15/2026	5,880.43
02582JKT6	AXCMT-255-A	12/15/2026	7,516.67
02589BAE0	AXCMT-243-A	12/15/2026	6,781.25
4581X0DG0	IDB 2.250 06/18/29 MTN	12/18/2026	22,500.00
43814VAC1	HONDO-251-A3	12/21/2026	6,605.57
062119BK7	BANK FIVE 4.650 03/20/28	12/21/2026	947.84
3130AQA45	FHLBANKS 2.250 12/21/26	12/21/2026	22,500.00
91527PCD7	UNVST BK AND TRS 4.500 06/21/28	12/21/2026	917.26
3130AQA45	FHLBANKS 2.250 12/21/26	12/21/2026	131.74
146102AP3	CARTER BANK & TR 4.300 03/20/29	12/21/2026	876.49
32026US23	FIRST FOUND 4.500 06/21/27	12/21/2026	5,595.29
3132XKXN2	FH WN5184	12/25/2026	7,452.03
3132XDBQ5	FH WA4446	12/25/2026	4,512.90
3137HNWH7	FHMS K-550 A2 4.163 10/25/2030	12/25/2026	8,671.87
3140Q1C57	FN BZ5491	12/25/2026	6,827.53
3137HKXJ8	FH-K539-A2	12/25/2026	5,512.50
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	12/25/2026	5,062.32
3132XKTY3	FH WN5066	12/25/2026	3,427.83
3137HLXV9	FHMS K-541 A2 4.348 02/25/2030	12/25/2026	4,529.17

MEEDER PUBLIC FUNDS

Projected Cash Flows

For the Period January 01, 2026 to December 31, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140HW4G4	FN BL5322	12/25/2026	4,083.77
3137FLN91	FH-K091-A2	12/25/2026	5,841.67
910286GM9	UNITED FIDELITY 4.550 06/29/27	12/29/2026	927.45
3130AMVK5	FHLBANKS 2.000 12/29/27	12/29/2026	5,000.00
91282CHK0	US TREASURY 4.000 06/30/28	12/31/2026	36,000.00
DEC 2026 TOTAL			**225,466.66**
GRAND TOTAL			**3,663,330.83**

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MEEDER
PUBLIC FUNDS

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a five-year Interlocal Agreement between Douglas County and the Douglas County School District for the paid parking program on Warrior Way from May 1, 2026, to October 1, 2031. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve a five-year Interlocal Agreement between Douglas County and the Douglas County School District for the paid parking program on Warrior Way from May 1, 2026, to October 1, 2031, as presented.

FINANCIAL IMPACT:
Revenue realized by Douglas County is dependent on parking program proceeds. The first $30,000 of net revenues is dedicated to the Whittell Boosters Club Inc.

BACKGROUND:
Douglas County conducted a feasibility study for the implementation of a paid parking program at Warrior Way, Zephyr Cove Park, George Whittell High School, and Zephyr Cove Elementary School. The program would utilize land owned by both the County and the Douglas County School District, and therefore will require cooperation between the two entities.
This agreement also outlines how net parking fee revenues will be distributed: 40% to the School District, 40% to Douglas County, and 20% (or the first $30,000 in net revenues) to the Whittell Boosters Club, Inc. for parking attendant services provided during peak, three-day weekends.

ATTACHMENTS:
Interlocal Contract Warrior Way Parking.pdf
Warrior Way Parking Flyer.pdf

INTERLOCAL CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

DOUGLAS COUNTY SCHOOL DISTRICT

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Douglas County School District (the "DCSD"). The County and DCSD are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties are public agencies pursuant to Nevada Revised Statues (NRS) 277.100; and

WHEREAS, NRS 277.110 authorizes one or more public agencies to contract with any other public agency to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each Party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the Nevada Department of Transportation has designated areas along Highway 50 as "No Parking" zones; and

WHEREAS, the County owns and maintains Warrior Way and Zephyr Cove Park; and

WHEREAS, DCSD owns and maintains Zephyr Cove Elementary School and George Whittell High School; and

WHEREAS, the impact of summer beach parking and traffic patterns in the Zephyr Cove area, including impacts on Warrior Way, Zephyr Cove Park, Zephyr Cove Elementary School, and George Whittell High School are of mutual concern to the Parties; and

WHEREAS, the Parties have undertaken a paid parking program along Warrior Way, Zephyr Cove Park, Zephyr Cove Elementary School, and George Whittell High School to help alleviate unsafe traffic and parking patterns.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence on May 1, 2026, and will terminate on October 1, 2031, unless earlier terminated in accordance with Paragraph 7 of the Contract.

2. **PARKING CONTROL SEASON.** For the purpose of this Contract, the "Parking Control Season" means those hours of the day from sunup to sundown as follows:
   a. For the period between May 1st through the last day of the same school year, Saturday and Sundays only, including the Memorial Day federal holiday.
   b. For the period between the last day of school through the first day of the next following school year, the days of Sunday through Saturday (i.e., seven days a week).
   b. For the period between the first day of school through the last day of the same school year, Saturday and Sunday only, including the Labor Day federal holiday.

3. **PARKING CONTROL.** The Parties agree to implement the following parking control measures during the Parking Control Season:
   a. The County will post Warrior Way as private drive.
   b. The County will post a "No Public Beach Parking" sign on Warrior Way except for allowed paid public parking during the Parking Control Season.
   c. The County will only allow paid public parking during the Parking Control Season on Warrior Way.
   d. The County will only allow paid public parking during the Parking Control Season at Zephyr Cove Park.
   e. DCSD will only allow paid public parking during the Parking Control Season at Zephyr Cove Elementary School.
   f. DCSD will only allow paid public parking during the Parking Control Season at George Whittell High School.
   g. No parking will be allowed at any time in fire lanes or posted "No Parking" areas.
   h. No public beach parking will be allowed at the Douglas County Library or the Zephyr Cove Tennis Courts. Parking will only be provided for patrons of these facilities.

   A map showing the areas subject to these Parking Control use restrictions is graphically depicted as Exhibit "A" attached hereto and incorporated by reference.

4. **PAYMENT FOR SERVICES.** Because the Parties will incur expenses related to the enforcement of the Parking Controls, damage to County or DCSD facilities, providing sanitation services such as dumpsters and porta-potties to the public, ongoing maintenance of the public parking areas and software costs, it is understood and agreed by the Parties that the County will adopt and impose parking rates for paid parking during the Parking Control Season. It is anticipated that the parking rate structure will be based on public demand and weekend parking rates will be higher than weekday rates.

5. **EXCEPTIONS FROM PAYMENT FOR PARKING.** The Parties mutually agree that the following classification of persons will not be charged for parking under the terms of this Contract:
a. Residents of Douglas County with a registered Douglas County vehicle.
b. Current DCSD employees as verified by either an issued parking pass or authorized vehicle license plate.
c. Current County employees as verified by either an issued parking pass or authorized vehicle license plate.
d. Douglas County library patrons as verified by either an issued parking pass or authorized vehicle license plate.
e. Zephyr Cove Tennis Court users as verified by either an issued parking pass or authorized vehicle license plate.
f. Participants at an approved DCSD special event as verified by DCSD.
g. Participants at an approved County special event or Community Services Park facility reservation as verified by the County.

6. **DISTRIBUTION OF REVENUES.** Neither DCSD nor any DCSD affiliated non-profit organization will be responsible for any costs incurred under this Contract. After the County deducts any reasonable and necessary expenses related to the implementation and administration of this Contract, any net revenues will be distributed as follow:
   a. Twenty percent (20%) to the Zephyr Cove Elementary School Parents Club.
   b. Forty-percent (40%) to DCSD.
   c. Forty-percent (40%) to the County.

   Notwithstanding the foregoing, DCSD and the County mutually agree that the Zephyr Cove Elementary School Parents Club will receive at least $30,000 from the net revenues during the term of this Contract if sufficient funds are collected.

   It is anticipated that the County will enter a separate agreement with the Zephyr Cove Elementary School Parents Club outlining its duties and responsibilities to act as on-site parking ambassadors and to track the service hours provided by volunteers through its non-profit corporation, the George Whittell Boosters Club, and any other qualified non-profit corporation that provides parking ambassador services.

7. **TERMINATION OF CONTRACT.** Either Party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. Any monies due and owing up to the point of termination shall be paid to the County who will then distribute the funds according to the terms of this Contract.

8. **INDEMNIFICATION.** DCSD agrees to indemnify, defend, and save and hold harmless the County, its officers, elected officials, agents and employees from any and all claims, causes of action or liability arising from the performance of the Contract by DCSD or DCSD's agents and employees.

9. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.

10. **COMPLIANCE WITH APPLICABLE LAWS.** The Parties, and each of them, promise and agree 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.

11. **DCSD INSPECTION.** The books, records, documents and accounting procedures and practices of the County related to the Contract shall be subject to inspection, examination and audit by a designated DCSD representative. DCSD shall give reasonable advance written notice to County before conducting any inspection. Such written notice must be given at least ten business days in advance of the requested inspection.

12. **MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the Parties.

13. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract.

14. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate and all fees due and owing shall be paid.

15. **ASSIGNMENT.** DCSD understands that it cannot and will not assign, transfer or delegate any rights, obligations or duties under the Contract. This Contract is not intended to benefit any other person or entity other than the County and DCSD.

Although the Zephyr Cove Elementary School Parents Club and the George Whittell Boosters Club are referenced in this Contract, they are not parties to this Contract and have no express or implied legal rights granted under this Contract.

16. **ENTIRE CONTRACT.** The Contract constitutes the full and final contract between the Parties and shall not be modified except in writing and signed by both Parties.

17. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

County Manager
Douglas County
Post Office Box 218
Minden, Nevada 89423

DCSD Superintendent
Douglas County School District
1638 Mono Avenue
Minden, Nevada 89423

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Douglas County School District to be executed.

On behalf of and with authority to sign for Douglas County:

By: _____
Sharla Hales, Chair (Date)
Douglas County Board of Commissioners

On behalf of and with authority to sign for Douglas County School District:

By: _____ 11/20/2025
Yvonne Wagstaff, President (Date)
Douglas County School District

DOUGLAS COUNTY
COMMUNITY SERVICES



WARRIOR WAY

PAID PARKING PROGRAM

- PARKING AMBASSADOR ONSITE DURING WEEKENDS
- FEES COLLECTED THROUGH ELETRONIC PAYMENTS & LICENSE PLATE READERS ON SITE
- 4,183 CARS PARKED
  - 20.65% increase from last year
- 984 DOUGLAS COUNTY RESIDENTS
  - 62.64% increase from last year
- 163.75 VOLUNTEER HOURS COMPLETED BY PARENT CLUB/BOOSTERS
  - 37.26% decrease from last year



$31,454.32	$160,201.67	$128,747.35
EXPENSES	REVENUE	NET PROFIT

Distribution of Net Profit - 2025

Zephyr Cove Parent Group/Whittell Booster	Douglas County School District	Douglas County Community Services
$30,000.00	$49,683.05	$49,683.05

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a contract between Douglas County and Whittell Boosters Club, Inc. to provide parking ambassador services related to the Douglas County Paid Parking Program in the Zephyr Cove area from May 1, 2026, to October 1, 2031. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve a contract between Douglas County and Whittell Boosters Club, Inc. for parking ambassador services related to the Douglas County Paid Parking Program in the Zephyr Cove area from May 1, 2026, to October 1, 2031, as presented.

FINANCIAL IMPACT:
In exchange for providing the contracted services, Douglas County promises to pay at least $30,000 or up to 20% of the net revenue generated from the County's Paid Parking Program in the Zephyr Cove area, whichever is greater, to Whittell Boosters Club Inc.

BACKGROUND:
Douglas County conducted a feasibility study for the implementation of a paid parking program on Warrior Way, Zephyr Cove Park, George Whittell High School and Zephyr Cove Elementary School. This program will involve land that is owned by the County and the Douglas County School District. The program will require cooperation from both entities. This agreement also outlines the distribution of net parking fee revenues: 40% to the School District, 40% to Douglas County, and 20% or the first $30,000 in net revenues to the Whittell Boosters Club, Inc. for parking attendant services rendered during peak or three-day weekends.

ATTACHMENTS:
Parking Ambassador Agreement - FINAL 2.2.26.pdf

ZEPHYR COVE PARKING AMBASSADOR PROGRAM SERVICES CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

WHITTELL BOOSTERS CLUB, INC

This Zephyr Cove Parking Ambassador Program Services Contract ("Contract") is made by and between Douglas County ("Douglas County" or the "County"), a political subdivision of the State of Nevada, and the Whittell Boosters Club (the "WBC"), a non-profit organization. The County and WBC are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

WHEREAS, the County owns and maintains Warrior Way and Zephyr Cove Park, and the Douglas County School District ("School District") owns and maintains Zephyr Cove Elementary School and George Whittell High School; and

WHEREAS, Douglas County and the School District have entered into a separate agreement allowing Douglas County to operate a paid parking program in and along Warrior Way, Zephyr Cove Park, Zephyr Cove Elementary School, and George Whittell High School to better manage parking in the area, help alleviate unsafe traffic, and enhance the user experience in the Zephyr Cove area within Douglas County during the period of June 1st through October 1st (the "Parking Program"); and

WHEREAS, the impact of summer parking and traffic patterns in the Zephyr Cove area, including impacts on Warrior Way, Zephyr Cove Park, Zephyr Cove Elementary School, and George Whittell High School, are of mutual concern to the Parties and the School District; and

WHEREAS, Douglas County desires to engage WBC to serve as Parking Ambassadors to assist in the operation of the Parking Program and provide information to Parking Program customers; and

WHEREAS, WBC is a 501(c)(3) non-profit organization, with the goal of supporting Douglas County and the School District in administration of the Parking Program through the provision of Parking Ambassador services by WBC; and

WHEREAS, WBC represents that it is qualified, ready, willing and able to perform the services herein after described.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence on May 1, 2026, and will terminate on October 1, 2031, unless earlier terminated in accordance with the terms of the Contract.

2. **DUTIES AND SERVICES TO BE PERFORMED BY WBC.** WBC agrees to perform the following duties and services related to the Parking Program as designated Parking Ambassadors for the Parking Program:

    a. WBC will operate as a private legal entity separate from the County and the School District.
    b. WBC will maintain status as a tax exempt, charitable organization under state and federal income tax laws.
    c. WBC will recruit, manage and train WBC members and volunteers to perform services as Parking Ambassadors as described herein. The County or the School District may prohibit any organization or individual from performing services as Parking Ambassadors on behalf of WBC in their sole discretion.
    d. WBC will exercise reasonable care to prevent damage or loss to County and School District property.
    e. WBC will maintain accurate records of third-party volunteer names and/or groups and hours served as Parking Ambassadors.
    f. WBC will provide a final report to Douglas County Community Services with a list of all third-party volunteers and organizations, hours worked, and any funds that were distributed to these organizations by WBC for services as Parking Ambassadors.
    g. WBC will ensure that all Parking Ambassador volunteers wear the proper protective equipment to complete any assigned task and that all volunteers are properly trained and supervised.
    h. WBC will ensure that no student, sibling or family member under the age of 16 will participate as a Parking Ambassador unsupervised by a responsible and authorized adult.
    i. WBC will perform light trash/litter pick-up in the Parking Program areas.
    j. WBC will guide or assist with vehicle parking by customers, and direct customers to the parking fee payment kiosks for the Parking Program. WBC shall not be responsible for collecting or accounting for any Parking Program payments made by third-parties.
        - WBC understands that the following classifications of persons are not charged for parking under the Parking Program:

1. Residents of Douglas County with a registered Douglas County vehicle.
2. Current DCSD employees as verified by either an issued parking pass or authorized vehicle license plate.
3. Current County employees as verified by either an issued parking pass or authorized vehicle license plate.
4. Douglas County library patrons as verified by either an issued parking pass or authorized vehicle license plate.
5. Zephyr Cove Tennis Court users as verified by either an issued parking pass or authorized vehicle license plate.
6. Participants at an approved DCSD special event as verified by DCSD.
7. Participants at an approved County special event or Community Services Park facility reservation as verified by the County.

k. WBC will provide information regarding beach parking, Zephyr Cove Beach, and general area information to Parking Program customers.

l. WBC will report to County staff or the on-site County Parking Program attendant any Parking Program rule violators, unruly customers or safety concerns.

m. WBC will not confront any customers or attempt to enforce any rules or regulations of the Parking Program. Enforcement of the Parking Program rules and collection of the fees is the responsibility of the County and/or law enforcement.

3. COUNTY'S ASSISTANCE TO WBC

The County will assist WBC in the following manner related to the WBC's performance of this Contract:

a. Will provide all necessary equipment, signage and materials necessary to operate the Parking Program at the parking location(s).

b. Will provide all protective equipment and materials necessary for WBC to safely and properly carry out their responsibilities as Parking Ambassadors.

c. Will be responsible for trash removal service from the Parking Program areas, and maintenance of Warrior Way and Zephyr Cove Park.

d. Provide a security surveillance license plate reader system and cashless self-paid kiosks or other cashless systems operated and managed by the County to accept Parking Program fee payments from customers.

4. PAYMENT FOR SERVICES. In its sole discretion, the County will establish parking rates for the Parking Program. At the end of the Contract term, the County will calculate the net revenue earned from the Parking Program which shall be equal

to the gross revenue collected by Douglas County minus all reasonable and necessary expenses incurred by Douglas County related to the Parking Program which shall be determined in Douglas County's sole discretion. In exchange for providing the Parking Ambassador Services described herein, Douglas County shall remit $30,000 or 20% of the net revenue, whichever is greater earned from the Parking Program to WBC. Payment shall be made by Douglas County to WBC on or before December 31, 2026.

5. **TERMINATION OF AGREEMENT.** This Agreement may be terminated at any time without cause, by either party, provided that any termination shall not be effective until thirty (30) days after a party has served written notice upon the other party of termination of the Agreement. In the event of termination, WBC shall be paid a pro-rata for the effective term of the Contract amount consistent with the requirements of Paragraph 4 herein.

6. **INDEPENDENT CONTRACTOR STATUS**. The parties agree that WBC shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nevada Revised Statute § 284.173, as necessarily adapted, to the parties, including that WBC nor its agents are a County employee and that there shall be no:

   a. Withholding of income taxes by the County;
   b. Industrial insurance coverage provided by the County;
   c. Participation in group insurance plans which may be available to employees of the County;
   d. Participation or contributions by either WBC or the County to the public employee's retirement system;
   e. Accumulation of vacation leave or sick leave provided by the County;
   f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

7. **LIABILITY INSURANCE.** WBC, is required to acquire and maintain general liability insurance in the minimum amount of $2,000,000 per occurrence, $1,000,000 general aggregate, for bodily injury, personal injury, and property damage during the term of this agreement at WBC's sole expense. Proof of insurance must be sent to the Douglas County Community Services Director. Such proof of insurance must be provided at least annually throughout the term of this agreement and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

8. **COMPLIANCE WITH APPLICABLE LAWS**. The parties shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement,

including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. **INDEMNIFICATION**. To the fullest extent permitted by law, WBC shall save, hold harmless, and indemnify County, its officers, agents, and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees and costs, arising out of, connected with, or sustained as a result of work performed pursuant to this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of WBC, its officer, agents, subcontractors, employees, or volunteers.

10. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.

11. **MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the Parties.

12. **SEVERABILITY.** The illegality or invalidity of any provision of this Contract shall not affect the validity of the remainder of the Contract and 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 the Contract unenforceable.

13. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate and all fees due and owing shall be paid.

14. **ASSIGNMENT.** WBC understands that it cannot and will not assign, transfer or delegate any rights, obligations or duties under the Contract.

[CONTINUED ON NEXT PAGE]

15. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

Douglas County
Community Services Director
Post Office Box 218
Minden, Nevada 89423

Whittell Boosters Club
Po Box 1124
Zephyr Cove, Nv, 89448

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

On behalf of and with authority to sign for Douglas County:

By: _____
Mark Gardner, Chairman (Date)
Douglas County Board of Commissioners

On behalf of and with authority to sign for Whittell Boosters Club:

By: _____ 2/9/26
President (Date)
Whittell Boosters Club

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to adopt **Resolution 2026R-005**, a resolution of the Douglas County Board of County Commissioners to provide transportation services to the Carson Valley Chamber of Commerce in support of the Leadership Douglas County Program. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Adopt Resolution 2026R-005 to provide transportation services to the Carson Valley Chamber of Commerce in support of the Leadership Douglas County Program.

FINANCIAL IMPACT:
Subject to availability as determined in Douglas County's sole discretion, Douglas County will provide bus(es) and drivers for the monthly Leadership Douglas County educational programs at no cost to the Carson Valley Chamber of Commerce. All drivers of Douglas County buses for this purpose must be either employees of Douglas County or approved volunteers of Douglas County.

BACKGROUND:
The Carson Valley Chamber of Commerce is a non-profit organization established under Section 501(c)(6) of the Internal Revenue Code, with a mission to identify and address the evolving needs of the business community while promoting quality of life in the Carson Valley. The Chamber represents more than 400 local businesses, professionals, and individuals and plays a significant role in fostering economic vitality and civic engagement within Douglas County.

Since 1996, the Carson Valley Chamber of Commerce has annually administered the Leadership Douglas County program, a community leadership initiative designed to develop informed, engaged, and knowledgeable community members. The program is conducted each year from January through November and includes monthly educational sessions for participants. Douglas County has realized substantial benefits from this program, as many past participants have gone on to work with or for the County, support County programs and services, and serve in leadership roles throughout the

community.
The Leadership Douglas County program requires transportation services to ensure participants are able to attend the monthly educational sessions. Providing Douglas County transportation services in support of this program aligns with the County's interest in fostering leadership development and community involvement. Supporting the Carson Valley Chamber of Commerce in this capacity is considered to be in the best interest of Douglas County and contributes to the continued success of a program that delivers long-term value to the community.

ATTACHMENTS:
Resolution re Transportation Services to Chamber for Leadership Douglas County.pdf

RESOLUTION NO. 2026R-005

A RESOLUTION OF THE DOUGLAS COUNTY BOARD OF COMMISSIONERS TO PROVIDE TRANSPORTATION SERVICES TO THE CARSON VALLEY CHAMBER OF COMMERCE IN SUPPORT OF THE LEADERSHIP DOUGLAS COUNTY PROGRAM

WHEREAS, the Carson Valley Chamber of Commerce is a non-profit corporation created under Section 501(c)(6) of the Internal Revenue Code with the mission, "to identify and address the changing needs of the business community and to promote qualify of life in the Carson Valley"; and

WHEREAS, the Carson Valley Chamber of Commerce has a membership of more than 400 businesses, professionals, and individuals; and

WHEREAS, since 1996 the Carson Valley Chamber of Commerce annually produces the Leadership Douglas County educational program, which is a community leadership program designed to develop informed, involved, and knowledgeable community members for the Douglas County community; and

WHEREAS, the Leadership Douglas County program occurs annually between the months of January and November, with monthly educational sessions held for the program participants; and

WHEREAS, Douglas County substantially benefits from the Leadership Douglas County program through the development of informed, involved, and knowledgeable community members for Douglas County, and many past Leadership Douglas County participants have worked with or for Douglas County, supported Douglas County programs and services, and/or served as Douglas County community leaders; and

WHEREAS, the Leadership Douglas County program requires transportation services for program participants to attend the monthly educational programs; and

WHEREAS, Douglas County believes it is in the best interest of Douglas County to support the Carson Valley Chamber of Commerce by providing Douglas County transportation services to the Leadership Douglas County program; and

NOW, THEREFORE, BE IT RESOLVED THAT: the Douglas County Board of Commissioners hereby declares its intent to provide Douglas County transportation services to the Carson Valley Chamber of Commerce in support of the Leadership Douglas County program under the following terms:

1. Subject to availability as determined in Douglas County's sole discretion, Douglas County will provide bus(es) and drivers for the monthly Leadership Douglas County educational programs at no cost to the Carson Valley Chamber of Commerce. All drivers of Douglas County

buses for this purpose must be either employees of Douglas County or approved volunteers of Douglas County.

2. In January of each year this Resolution is in effect, the Carson Valley Chamber of Commerce shall provide the Douglas County Community Services Department with a schedule of planned education programs for Leadership Douglas County, to include identification of the dates Douglas County buses and drivers will be needed for the monthly programs, and the amount of expected participants in the monthly programs.

3. Prior to the provision of the transportation services by Douglas County, the Carson Valley Chamber of Commerce shall obtain auto and general liability coverage in the minimum amount of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage arising out of any transportation services provided as part of the Leadership Douglas County program, and provide Douglas County with a certificate of insurance naming Douglas County as an additional insured under the policies.

4. The Carson Valley Chamber of Commerce shall indemnify and hold harmless Douglas County from any and all third-party claims and liability of any nature whatsoever brought against Douglas County arising out of or related to the provision of the transportation services, except for claims or liabilities directly caused by the willful misconduct of Douglas County or its employees or representatives.

5. The Carson Valley Chamber of Commerce shall obtain written liability waivers from all Leadership Douglas County participants waiving any and all liability claims against Douglas County arising out of or related to the provision of the transportation services, except for liabilities directly caused by the willful misconduct of Douglas County or its employees or representatives.

6. The transportation services provided by Douglas County pursuant to this Resolution shall continue until November 30, 2031, unless earlier terminated by Douglas County upon 90 days advance written notice to the Carson Valley Chamber of Commerce.

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

VOTE: Ayes Commissioners: _____
_____
_____
_____
_____

Nays Commissioners: _____
_____
_____
_____
_____

Absent Commissioners: _____

_____
Mark Gardner,
Chairman
Douglas County Board of
Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to review and file the 2025 Annual Reports from various Douglas County advisory boards and commissions including the 911 Surcharge Committee, Airport Advisory Committee, Audit Committee, Board of Equalization, Debt Management Commission, Genoa Historic District Commission, Law Library, Library Board of Trustees, Parks and Recreation Advisory Board, Planning Commission, Regional Transportation Commission, Senior Services and Public Transit Advisory Board, Vacation Home Rentals Advisory Board, and Water Conveyance Advisory Committee. (Jenifer Davidson, County Manager)

RECOMMENDED MOTION:
Thank the members of the various Douglas County Advisory Boards and Commissions for their service and direct staff to file the Annual Reports that were submitted for the Board of County Commissioners' review as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Each year the various advisory boards and commissions are asked to provide a brief overview of their accomplishments from the previous year. These reports also provide information to new or future members who may serve on the various advisory boards. Any advisory board member may also wish to address the County Commissioners with additional information on their activities. Staff recommends that the advisory board reports be received and filed as presented.

ATTACHMENTS:
9-1-1 Surcharge Annual Report-Jan 2026-FINAL.pdf
ABMW Report.docx
Airport Advisory Committee 2025 Report.pdf
Audit Committee Activities Report.docx

CBOE.docx
DMC.docx
Genoa Historic District Commission Annual Report.pdf
Law Library Materials Report- 2026.pdf
Library Annual Report- 2025 Final with updates.docx
Parks and Recreation Advisory Board Annual Report 2025 - Final.docx
Planning Commission.pdf
Regional Transportation Commission 2025 Board Update.docx
Senior Services and Public Transit Advisory Board Annual Report 2025 - Final.docx
VHR Summary.pdf
WCAC Year End Report-Draft.pdf



ANNUAL REPORT
JANUARY 2026

MEMORANDUM

To: Jenifer Davidson, Douglas County Manager

From: Undersheriff Ron Elges, Chair 9-1-1 Surcharge Advisory Committee

Date: January 15, 2026

Subj: Annual Report

Attached you will find the annual report for the County's 9-1-1 Surcharge Advisory Committee. The Committee had a successful year with three meetings held. The work that we did as a committee, supports the needs of the public safety agencies be it law enforcement, fire, or Emergency Medical Services. The County can be proud of the 9-1-1 Emergency Communications Center and the part it plays in keeping our community safe.

I look forward to participating in the Committee in 2026. Please contact me if you have any questions.

Ron Elges, Chair

cc: Brent Finster, Emergency Communications Manager
Kara Easton, Emergency Management Director
Kathy Lewis, Chief Operating Officer

2026 ANNUAL REPORT
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BACKGROUND

The Douglas County 9-1-1 Surcharge Advisory Committee was created pursuant to Nevada Revised Statute NRS 244A.7645 originally enacted in 1995 and as amended. The committee is a mandatory element in adopting a surcharge on telecommunications for funding emergency communications as permitted by statute. The committee is required by statute to develop a plan to enhance the telephone system for reporting an emergency and to oversee any money allocated for that purpose.

The committee is responsible for the maintenance of a 9-1-1 Surcharge Masterplan which is approved and sent to the Board of County Commissioners for adoption. The Masterplan was approved at the November 21st, 2024 Board of County Commissioners meeting.

Committee meetings are held in conformance with the Nevada Open Meetings Law (NRS 241.010). Agendas are posted at the Historic Courthouse, the Douglas County Meeting Portal, and the State of Nevada Public Notice Website.

The surcharge was increased during 2025 from 75 cents per line to $1.00 per line, which is the maximum allowed by NRS.

MEMBERSHIP

The committee must consist of seven members of which at least five members who are residents of the County. They must possess knowledge concerning telephone systems for reporting emergencies and cannot be an elected official. One member of the committee must be a representative of the incumbent local exchange carrier (ILEC) and another member must be the Sheriff or his/her designee.

Committee members are appointed annually by the Douglas County Board of Commissioners.

The membership of the Douglas County 9-1-1 Surcharge Advisory Committee in 2025 was made up of the following appointments:

- Undersheriff Ron Elges, Chair (Term Expires Dec. 2027 re-appointed)
- Dennis Calora (Term Expired Dec 2025)
- Bayan Lewis (Term Expires Dec. 2026)
- Christine Mills (Term Expires Dec. 2027, re-appointed)
- [vacant ILEC Representative]

MEETINGS

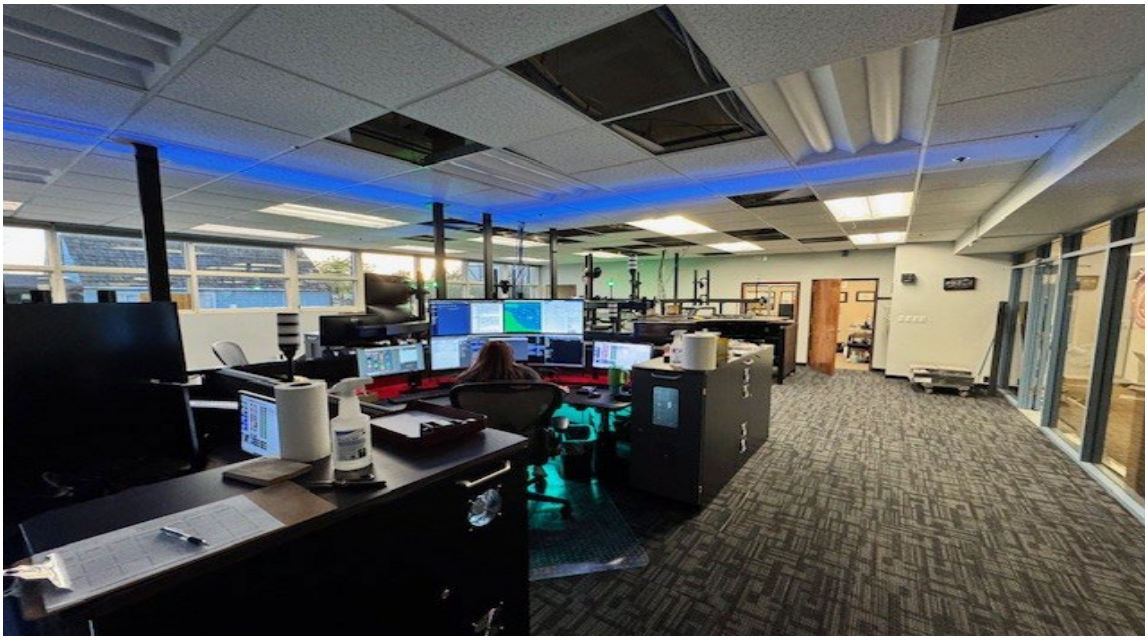
- April 1, 2025 Held (minutes attached)
- June 30, 2025 Held (minutes attached)
- *October 7, 2025 Held (minutes attached)
  *By motion, this meeting was both the official 3rd and 4th quarter meeting.

BUDGET & EXPENSES

		Revised		
AS OF JANUARY 15, 2026		*Budget*	*Actual/YTD*	*% Used*
7/1/2024 Fund Balance		**$ 657,942**	**$ 657,942**	**100.0%**
Revenue		**$ 582,583**	**$ 627,033**	**107.6%**
	9-1-1 Surcharge	$ 565,000	$ 596,822	
	Investment Earnings	$ 17,583	$ 30,211	
Expenditures		**$ 800,279**	**$ 692,631**	**86.5%**
	Telephone/Communications	$ 297,611	$ 284,442	
	Computer Maintenance	$ 3,727	$ -	
	Small Equipment	$ 35,000	$ 51,680	
	Software	$ 225,348	$ 157,238	
	Services/Supplies Offset	$ -	$ (10,225)	
	Bank Fees	$ 284	$ -	
	Subscription Expense (Finance)	$ -	$ 10,225	
	Capital Projects	$ 230,000	$ 199,271	
	Contingency	$ 8,309	$ -	
6/30/2025 Fund Balance		**$ 440,246**	**$ 592,344**	**134.5%**

STATUS OF MAJOR EXPENDITURES

- **Console furniture** **$230,000**
  - 8 new Xybix consoles were installed in May 2025



9-1-1 MASTER PLAN UPDATE & PROPOSED SURCHARGE INCREASE

At the September 16, 2024 the Committee voted to recommend to the Board of County Commissioners an increase in the monthly surcharge from $0.75 to $1.00 per line and $7.50 to $10.00 per trunk line, the maximum allowed by Nevada state statute. The increase would be used for the Next Generation 9-1-1 project and the Public Safety Radio Upgrade Project.

At the same meeting, the Committee voted to recommend adoption of a new 5-year Master Plan which included the above-mentioned projects.

The Board of County Commissioners unanimously approved the surcharge increase effective July 1, 2025. BOCC also approved the 5-year Master Plan.

DOUGLAS COUNTY, NV

9-1-1 SURCHARGE ADVISORY COMMITTEE
Meeting Minutes (Approved)

April 1, 2025	**10:30 AM**	**East Fork Fire Protection District Administration Training 1694 County Road Minden, NV 89423**

1. **CALL TO ORDER AND QUORUM DETERMINATION 10:57 AM**

Committee Members Present

Outgoing Chair	Christine Mills
Douglas County Sheriff designee	Undersheriff Ron Elges
Member	Bayan Lewis

Committee Members Absent

Member	Dennis Calora

2. **OPENING PUBLIC COMMENT**
None

3. **APPROVAL OF AGENDA -** ***No Public Comment***
Move to approve the agenda of the April 1, 2025 meeting of the 9-1-1 Surcharge Advisory Committee

MOVER:	Undersheriff Ron Elges
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

4. **APPROVAL OF PREVIOUS MINUTES** ***- No Public Comment***
Approval of the draft minutes of the December 16, 2024 meeting of the 9-1-1 Surcharge Advisory Committee Meeting.

MOVER:	Bayan Lewis
SECONDER:	Christine Mills
AYES:	3
NAYS:	0
RESULT:	APPROVED

5. ADMINISTRATIVE AGENDA

A **. For possible action**. Discussion and action to elect the 9-1-1 Surcharge Advisory Committee
Chair and Vice-Chair for calendar year 2025. (Outgoing Chair Mills) *No Public Comment*

Bayan nominated Sheriff Ron Elges to become Chair, Ron Elges nominated Bayan Lewis as Vice-Chair

MOVER:	Christine Mills
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

B. **For presentation only.** Presentation and discussion on the status of the membership of the Douglas County 9-1-1 Surcharge Advisory Committee. No action may be taken on this item. (Brent Finster) ***Presentation was made***

C. **For presentation only.** Presentation and discussion of the FY24/25 9-1-1 Surcharge budget and actual expenses to date. No action may be taken on this item. (Brent Finster) ***Presentation was made***

D. **For presentation only**. For presentation only. Presentation and discussion of the proposed FY25/26 9-1-1 Surcharge budget. No action may be taken on this item. (Brent Finster) ***Presentation was made***

E. **For presentation only**. Presentation and discussion of the status of the Next Generation 9-1-1 projects affecting the Douglas County Emergency Communications Center. No action may be taken on this item. (Brent Finster) ***Presentation was made***

F. **For presentation only**. Presentation and discussion of the status of the proposed increase to the Douglas County 9-1-1 surcharge. No action may be taken on this item. (Kara Easton) ***Presentation was made***

G. **For presentation only**. Announcements/reports/updates from 9-1-1 Surcharge Advisory Committee members and any request for discussion of future agenda items. No action may be taken on this item. (Chair Undersheriff Ron Elges *No updates were made but Undersheriff Elges asked if an audit has ever been done on the 9-1-1 Surcharge Fee. Douglas County is audited every year by an independent auditor, but it is not specific to 9-1-1 Surcharge Fees. There was discussion of possibly doing an Independent Audit on 9-1-1 Surcharge Fees only.*

6. CLOSING PUBLIC COMMENT *None*

At this time, public comment will be taken on those items that are within the jurisdiction and control of the 9-1-1 Surcharge Advisory Committee or those items where public comment has not already been taken. Public comment is limited to three (3) minutes time per speaker.

7. ADJOURNMENT – *The meeting adjourned at 11:33 a.m.*

DOUGLAS COUNTY, NV

9-1-1 SURCHARGE ADVISORY COMMITTEE
Meeting Minutes (Approved)

June 30, 2025 | **2:00 PM** | **East Fork Fire Protection District Administration Training 1694 County Road Minden, NV 89423**

1. **CALL TO ORDER AND QUORUM DETERMINATION 2:02 PM**

Committee Members Present

Chair	Undersheriff Ron Elges
Vice-Chair	Bayan Lewis
Member	Christine Mills

Committee Members Absent

Member	Dennis Calora

2. **OPENING PUBLIC COMMENT**
None

3. **APPROVAL OF AGENDA - *No Public Comment***
Move to approve the agenda of the June 30, 2025 meeting of the 9-1-1 Surcharge Advisory Committee

MOVER:	Christine Mills
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

4. **APPROVAL OF PREVIOUS MINUTES *- No Public Comment***
Approval of the draft minutes of the April 01, 2025 meeting of the 9-1-1 Surcharge Advisory Committee Meeting.

MOVER:	Christine Mills
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

5. ADMINISTRATIVE AGENDA

A. For presentation only. Presentation and discussion of the status of the approved increase to the Douglas County 9-1-1 surcharge. No action may be taken on this item. (Brent Finster)
Presentation Made

B. For presentation only. Presentation and discussion of the approved ordinance increasing the surcharge and the changes in county code. (Brent Finster) ***Presentation Made***

C. For possible action. Presentation and discussion on the status of the membership of the Douglas County 9-1-1 Surcharge Advisory Committee and a proposal to recommend to the Board of County Commissioners an increase in the number of Committee members. (Brent Finster)

Christine Mills made a motion to amend the ordinance so that the 9-1-1 Surcharge Advisory Committee shall consist of 5 members who are residents of Douglas County who possess knowledge concerning telephone systems for reporting emergencies and are not elected public officers, include a representative of the incumbent local exchange carrier, which at this time is AT&T, who doesn't need to live in Douglas County, and a representative of the sheriff's office who does not necessarily need to live in this county.

MOVER:	Christine Mills
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

D. **For presentation only**. For presentation only. Presentation and discussion of the FY24/25 9-1-1 Surcharge budget and actual expenses to date. No action may be taken on this item. (Brent Finster) ***Presentation Made***

E. For presentation only. Presentation and discussion of the proposed FY25/26 9-1-1 Surcharge budget. No action may be taken on this item. (Brent Finster) ***Presentation Made***

F. For presentation only. Presentation and discussion of the status of the Next Generation 9-1-1 projects affecting the Douglas County Emergency Communications Center. No action may be taken on this item. (Brent Finster) ***Presentation Made***

G. For presentation only. Announcements/reports/updates from 9-1-1 Surcharge Advisory Committee members and any request for discussion of future agenda items. No action may be taken on this item. (Chair Elges)

Christine Mills requested that the Mobile Command Vehicle be in the 26/27 Budget for upgrades or possibly purchase a new one.

6. CLOSING PUBLIC COMMENT ***None***

At this time, public comment will be taken on those items that are within the jurisdiction and control of the 9-1-1 Surcharge Advisory Committee or those items where public comment has not already been taken. Public comment is limited to three (3) minutes time per speaker.

7. **ADJOURNMENT –** ***The meeting adjourned at 1:33 p.m.***

DOUGLAS COUNTY, NV

9-1-1 SURCHARGE ADVISORY COMMITTEE
Meeting Minutes (Unapproved)

October 07, 2025	**1:30 PM**	**East Fork Fire Protection District Administration Training 1694 County Road Minden, NV 89423**

1. **CALL TO ORDER AND QUORUM DETERMINATION 1:33 PM**

Committee Members Present

Chair	Undersheriff Ron Elges
Vice-Chair	Bayan Lewis
Member	Christine Mills

Committee Members Absent

Member	Dennis Calora

2. **OPENING PUBLIC COMMENT**

None

3. **APPROVAL OF AGENDA - *No Public Comment***

Move to approve the agenda of the October 7, 2025 meeting of the 9-1-1 Surcharge Advisory Committee

MOVER:	Christine Mills
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

4. **APPROVAL OF PREVIOUS MINUTES - *No Public Comment***

Approval of the draft minutes of the June 30, 2025, meeting of the 9-1-1 Surcharge Advisory Committee Meeting.

MOVER:	Bayan Lewis
SECONDER:	Christine Mills
AYES:	3
NAYS:	0
RESULT:	APPROVED

5. ADMINISTRATIVE AGENDA

A. For Possible Action. Determination that the October 7, 2025, meeting will be considered as the official 3rd Quarter and 4th Quarter meetings for 2025 (Chair Elges) ***No Public Comment***

MOVER:	Christine Mills
SECONDER:	Bayan Lewis
AYES:	3
NAYS:	0
RESULT:	APPROVED

B. For presentation only. For Presentation Only. Presentation and discussion on the status of the membership of the Douglas County 9-1-1 Surcharge Advisory Committee. No action may be taken on this item. (Brent Finster) ***Presentation Made***

C. For presentation only. Presentation and discussion of the FY24/25 9-1-1 Surcharge budget and actual expenses to date. No action may be taken on this item. (Brent Finster) ***Presentation Made***

D. For presentation only. Presentation and discussion of the FY25/26 9-1-1 Surcharge budget and actual expenses to date including projections with surcharge increase. No action may be taken on this item. (Brent Finster) ***Presentation Made***

E. For presentation only. Presentation and discussion of the status of the Next Generation 9-1-1 projects affecting the Douglas County Emergency Communications Center. No action may be taken on this item. (Brent Finster)

F. For presentation only. Presentation and discussion of the status of the Next Generation 9-1-1 projects affecting the Douglas County Emergency Communications Center. No action may be taken on this item. (Brent Finster) ***Presentation Made***

G. For presentation only. Announcements/reports/updates from 9-1-1 Surcharge Advisory Committee members and any request for discussion of future agenda items. No action may be taken on this item. (Chair Elges) ***Presentation made***

6. CLOSING PUBLIC COMMENT *None*

At this time, public comment will be taken on those items that are within the jurisdiction and control of the 9-1-1 Surcharge Advisory Committee or those items where public comment has not already been taken. Public comment is limited to three (3) minutes time per speaker.

7. ADJOURNMENT – *The meeting adjourned at 2:12 p.m.*

Douglas County Advisory Board to Manage Wildlife

2025 Summary

The Douglas CAB met five times in 2025. Members of the community and employees from the Nevada Department of Wildlife were regular attendees to the CAB meetings.

Most of our work was providing input to the Nevada Board of Wildlife Commissioners regarding big game tag quotas and big game season dates. The State of Nevada is still recovering from years of drought and habitat loss due to large wildland fires across the state, so the quotas and season dates receive a lot of attention and input from Nevada citizens. For perspective, in the last ten years deer tags have gone from about 25k per year to 10k.

Our biggest challenge in 2025 was CAB membership. We spent the entire year down 2 positions and as a result had to cancel two meetings due to a lack of a quorum. In November of this year the Board of County Commissioners was able to appoint two new members to our board so we look forward to a full Wildlife Advisory Board for 2026.

Paul Howell	Chairman
Kevin Kjer	Vice Chairman
Tim Glenner	Board Member
Patti Graf	Board Member
Alton Randall	Board Member
Laura Unruh	Board Secretary

Minden-Tahoe Airport

1146 Airport Road, Minden, NV 89423
Office (775) 782-9871 * Fax (775) 782-9872
www.mindentahoeairport.com

TO: Douglas County Board of Commissioners

FROM: Heather MacDonnell, Airport Manager

DATE: January 12, 2026

RE: Airport Advisory Committee 2025 Annual Report

Overview of the Airport Advisory Committee:

The duties of the Airport Advisory Committee are: (1) **Advisory Role to County Commissioners:** The Committee shall provide recommendations to the County Commissioners on aviation-related matters concerning the airport. This includes assisting in promoting community compatibility on issues such as, but not limited to, noise management and public relations; reviewing proposed airport master plan changes; and assisting staff with the development and implementation of an airport marketing plan. In general, the Committee shall make recommendations regarding airport policy to the County Commissioners. (2) **Public and Agency Input**: The Committee may receive and consider comments on airport and aviation matters from the public and from other agencies, and may forward recommendations to the County Commissioners and staff based on that input. (3) **Advancement of Aviation and Public Welfare:** The committee shall advance and promote the interests of aviation while protecting the general welfare of individuals living and working at or near the airport, and throughout the county.

2025 Airport Advisory Committee Members:

Richard Chapman, Chair	Airport Commercial Community
Virginia Starrett, Vice Chair	Business Community
Linda Mae Hivert	Community at Large
Steve Sliwa	Airport Commercial Community (Nov. 2025)
Jim Lee Jr.	Business Community
Michael Bradford	Airport Powered Aircraft Community
Tim Gardner	Community at Large
Robert Trumbly	Airport Soaring Community

A review of the meetings during the 2025 Calendar Year:

Please refer to published meeting minutes for additional information pertaining to discussion items and official voting record.

Meeting Date	February 4, 2025		
Present AAC Members	Virginia Starrett Richard Chapman Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert Tim Gardner	**Present Staff**	Heather MacDonnell, Airport Manager Philip Ritger, Director Public Works
Summary	1. Presentation on update from Airport Management – Heather MacDonnell a) Reviewing Rules and Regulations, FAA has guidance in compliance manual b) Receiving quotes for converting admin bathroom for ramp access. 2. Discussion on proposed waitlist policy 3. Approval of recommendation to the BOCC to increase T-hangar rental rates to current market rates over a two-year period. - **Approved** 4. Discussion regarding an alternate landing zone for bush planes and gliders.		

Meeting Date	March 11, 2025		
Present AAC Members	Virginia Starrett Richard Chapman Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert Tim Gardner	**Present Staff**	Heather MacDonnell, Airport Manager Philip Ritger, Director Public Works
Summary	1. Election of Chair and Vice Chair 2. Presentation on update from Airport Management – Heather MacDonnell a) Presenting budget to BOCC April 1, 2025 b) Drinking fountain will be installed in admin office to support visitors c) Presented to Parks & Recreation Board to request funding for restroom on East Side. Request was denied 3. Discussion and recommendation of new hangar waitlist policy -**Approved to move forward to BOCC** 4. Review and Approval of proposed changes to Airport Mission Statement- **Approved** 5. Review of Airport Capital Improvement Plan and recommendation for prioritizing future projects.		

Meeting Date	May 6, 2025		
Present AAC Members	Virginia Starrett Richard Chapman Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert	**Present Staff**	Heather MacDonnell, Airport Manager Philip Ritger, Director Public Works
Summary	1. Presentation on update from Airport Management – Heather MacDonnell		

Meeting Date	June 3, 2025		
Present AAC Members	Virginia Starrett Richard Chapman Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert Tim Gardner	**Present Staff**	Heather MacDonnell, Airport Manager Philip Ritger, Director Public Works
Summary	1. Presentation on update from Airport Management – Heather MacDonnell a. New bathroom on transient ramp is complete and ADA compliant b. Tenant BBQ was a success c. Working with Stormwater to clean out ditches d. Fence project on the south side of runway 34 is in progress 2. Presentation from Sierra Sagebrush Flyers 3. Presentation and review of unexecuted Master Plan Update detailed scope of work and project schedule from J-U-B 4. Review and discussion of proposed Vision Statement 5. Discussion on potential hangar developments and next steps		

Meeting Date	July 1, 2025		
Present AAC Members	Virginia Starrett Richard Chapman Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert Tim Gardner	**Present Staff**	Heather MacDonnell, Airport Manager Philip Ritger, Director Public Works
Summary	1. Propose the introduction of landing fees a.) AAC opposed landing fees - **No action taken** 2. Proposed Vision Statement for airport – **Approved** 3. Review most pressing needs and strategic priorities		

Meeting Date	August 5, 2025		
Present AAC Members	Virginia Starrett Richard Chapman Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert Tim Gardner	**Present Staff**	Heather MacDonnell, Airport Manager Philip Ritger, Director Public Works
Summary	1. Presentation on update from Airport Management – Heather MacDonnell a. Repaving P51 parking lot b. New carpet was installed in the Tail Dragger Café' c. Grant approved for design work of lighting Taxiway A		

	2. Review most pressing needs and strategic priorities

Meeting Date	**October 7, 2025**		
Present AAC Members	Virginia Starrett Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert	**Present Staff**	Heather MacDonnell, Airport Manager
Summary	1. Presentation on update from Airport Management – Heather MacDonnell a. Master Plan contract with J-U-B was approved by Board of County Commissioners b. Airport Discovery Day was a success c. Waitlist has been updated, per new policy 2. Review strategic priorities for airport		

Meeting Date	**November 4, 2025**		
Present AAC Members	Virginia Starrett Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert	**Present Staff**	Philip Ritger, Director Public Works
Summary	1. Presentation on update from Airport Management – Philip Ritger a. Appointing new AAC representative at the next BOCC meeting 2. Presentation by J-U-B planning consultant scope of work and timeline for Master Plan update.		

Meeting Date	**December 2, 2025**		
Present AAC Members	Virginia Starrett Jim Lee Mike Bradford Robert Trumbly Linda Mae Hivert Tim Gardner Steve Sliwa	**Present Staff**	Philip Ritger, Director Public Works
Summary	1. Presentation on update from Airport Management – Philip Ritger a. Sewer study underway for southwest side of the airport b. Legislation changes from Commercial to Multi-Family property might affect property around the airport. c. Airport is ready for winter snow removal 2. Update on the Master Plan Process.		

2025 Minden-Tahoe Airport (MEV) & Airport Advisory Committee (AAC)

Year-in-Review Update for Presentation to Board of County Commissioners.

Overview

2025 was a year marked by both significant accomplishments and meaningful loss. While the passing of former AAC Chairman Richard "Chappy" Chapman was a profound setback, his legacy helped propel renewed commitment, collaboration, and progress across the airport community. Despite challenges, MEV and the AAC enter 2026 with optimism, strong leadership, and a shared vision for the airport's future.

Soaring Operations and Facilities

The Minden Soaring Club completed their first full year of business in 2025, gaining momentum while learning and growing.

- Three gliders are available for rental and training.
- Three tow planes are operational.
- A new temporary east-side shelter/restroom facility now provides a warm staging area between flights and significantly increases operational safety and reduces runway crossings.

MEV proudly supports the Minden Cowboys. The world's #1 gliding club for six consecutive years and is home to world-class pilots, including straight-out distance record holder Gordon Boettger. Ongoing field improvements are essential to maintaining MEV's standing as one of the premier soaring destinations in the world.

Airport Accomplishments in 2025

During 2025, AAC focused on several key initiatives:

- Finalized and adopted mission and vision statements to guide priorities and decision-making
- Remodeled a restroom to provide ramp-side accessibility to pilots, passengers and guests.
- Monitored tenant relations and addressed concerns
- Updated County hangar waitlist policy
- Brought hangar rental rates to market levels
- Design work has begun for lighting on the main Taxiway (A); grant funding has been awarded to cover 95% of this project.
- Completed perimeter fencing project at the end of Runway 34
- Contributed to early planning discussions for the Airport Master Plan, including:

    - Crosswind runway concepts
    - Hangar locations and development strategy
    - Safety improvements for glider and powered operations
- Promoted pilot awareness of proper traffic pattern entry; airport management implemented clarifying AWOS announcements.
- Addressed community concerns regarding aircraft noise through pilot education and discussion of mitigation strategies.
- Airport management successfully hosted Airport Discovery Day in 2025 and is pursuing additional airshow and outreach opportunities for 2026. The AAC Participated in Airport Discovery Day, showcasing aircraft, engaging the public, and promoting aviation.

These efforts helped build growing confidence among airport users, stakeholders, and the broader community that MEV is moving in a positive direction.

Collaboration and Shared Vision

AAC and Airport Administration worked together effectively throughout 2025, creating a more favorable atmosphere for airport users. There is broad agreement that MEV can become an outstanding rural airport primarily serving general and recreational aviation while also providing a strong economic foundation through airport-based commercial activity and related local businesses.

The Airport Master Plan process is now well underway, with active participation from AAC members, airport users, and the general public. A FAA grant for $562,451 was received to support this project. The Master Plan presents an important opportunity to reinforce a shared community vision and ensure airport development aligns with the needs and expectations of both airport stakeholders and Douglas County residents.

Looking Ahead to 2026

Key priorities identified by AAC and airport leadership include:

1. **Facilities**
    - Construct permanent restroom facilities on the west and east sides of the airport.
2. **Airport Master Plan**
    - Complete the Airport Master Plan process with continued stakeholder and public involvement.
3. **Airfield Pavement Improvements**
    - Rehabilitate apron pavements for both transient and long-term tiedown areas.
    - Rehabilitate P-51 taxilanes to improve safety and operational efficiency.

4. **Sustainable Funding Model**
    - Explore other funding sources allowed by NRS that can be used to enhance airport self-sufficiency.
5. **Hangar and Infrastructure Planning**
    - Develop an airport-wide hangar and utility plan to guide private and county construction.
    - Continue building income-generating hangars to strengthen airport finances.
6. **Fuel Availability and Pricing**
    - Explore options to address MEV's high aviation fuel prices.
    - This may include establishing a county-operated fuel station and offering alternative and unleaded fuels to increase competitiveness and generate revenue.
7. **Community Engagement and Transparency**
    - Increase public awareness of the airport
    - Expand community involvement through aviation events and soaring tourism promotion.
8. **Aviation Education and Growth**
    - Support development of a powered flight school at MEV.
    - Leverage UNR's aviation, aeronautic, and aerospace programs to attract students from across Nevada and beyond.

The Airport Advisory Committee recognizes its advisory role and remains committed to supporting the Board of County Commissioners in advancing the success of Minden-Tahoe Airport. On behalf of the committee, sincere thanks are extended to the Board of County Commissioners for the opportunity to serve and contribute to MEV's continued growth and success.

Respectfully submitted by:

Heather MacDonnell

Heather MacDonnell
Airport Manager
Minden-Tahoe Airport

MEMORANDUM

DATE: February 9, 2026

TO: Douglas County Board of Commissioners

FROM: Kathy Lewis, Chief Operating Officer

SUBJECT: Audit Committee 2025 Activities Report

I. Overview

The Douglas County Audit Commission (formed in May 2018) held four meetings during calendar year 2025.

January 15, 2025, meeting covered the following items:

- Review and discussion to accept the Douglas County Fiscal Year 2023-24 Financial Audit and Annual Comprehensive Financial Report (ACFR) and Douglas County Federal Awards Reports in Accordance with the Uniform Guidance for the Fiscal Year ended June 30, 2024, prepared by Douglas County Outside Auditor, Eide Bailly Public Accountants, and recommend approval by the County Commission
- Review and discussion to accept the Grant Management Efficiency Study Final Report prepared by Douglas County Internal Auditor, Moss Adams, and recommend approval by the County Commission
- Review and discussion to accept the 2024 Enterprise Risk Assessment Final Report prepared by Douglas County Internal Auditor, Moss Adams, and recommended approval by the County Commission
- Internal Audit Status Update for audit activities conducted through December 31, 2024

April 16, 2025, meeting covered the following items:

- Discussion to approve a professional services contract with Eide Bailly, LLC to provide audit services for Fiscal Years 2025 (July 1, 2024, to June 30, 2025) and 2026 (July 1, 2025, to June 30, 2026) at a cost not to exceed $353,379, and recommend approval by the County Commission
- Review and discussion to accept the Town of Minden Trash Expense Review prepared by Douglas County Internal Auditor, Moss Adams
- Internal Audit Status Update for internal audit activities conducted through April 16, 2025

August 5, 2025, meeting covered the following items:

- Review of Fiscal Year 2024-25 Financial Audit Plan by Eide Bailly
- Discussion to recommend approval to the Board of County Commissioners of the Fiscal Year 2024-25 Internal Audit Plan as proposed by Baker Tilly (formerly Moss Adams)
- Internal Audit Status Update for audit activities conducted through July 2025

December 16, 2025, meeting covered the following items:

- Review and discussion to accept the Douglas County Fiscal Year 2024-25 Financial Audit and Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2025, prepared by Douglas County Outside Auditor, Eide Bailly Public Accountants, and recommend approval to the County Commission

- Review and discussion to accept the Fiscal Year 2025-2026 First Quarter Surprise Cash Counts prepared by Douglas County Internal Auditor, Baker Tilly
- Review and discussion to accept the Asset Management Internal Controls Review prepared by Douglas County Internal Auditor, Baker Tilly
- Internal Audit Status Update for audit activities conducted through December 2025

At the beginning of the year, Nathan E Tolbert became our Board of County Commissioner's representative.

The staff liaison to the Audit Committee was Kathy Lewis, Chief Financial Officer.

II. Recommended Motion

Accept the Audit Commission 2025 Activities Report and forward it to the Board of Commission.

Douglas County Board of Equalization

Report of Activities 2025

The County Board of Equalization met once in 2025. The meeting was held, Wednesday, February 26, 2025 to equalize the assessment of the following property:

- Carson Valley Center, LLC- APN 1420-06-602-015, 1420-06-602-023, 1420-06-602-028, 1420-06-602-031
    - There was no change to the Assessor's taxable or assessed value to the land or improvements.

The County Board of Equalization operates under Nevada Revised Statutes 361.

https://www.leg.state.nv.us/NRS/NRS-361.html

The County Board of Equalization is made up of five members who serve four-year terms. In 2025 the members were:

Elaine Pace, Chair, term expires 12/2027

Gary Boudreau, term expires 12/2025

James McKalip, term expires 12/2026

Tim C Miller, term expires 12/2027

Douglas County Debt Management Commission

Report of Activities 2025

The Douglas County Debt Management Commission met three times in 2025. The Commission met February 12, 2025. The Commission appointed Ross Chichester and Dave Brady to the two vacant Public-at-Large positions and organized by selecting Ross Chichester to serve as Chair and Nathan Tolbert to serve as Vice Chair.

In addition to the organization meeting, the Commission met on May 14, 2025 to consider the adoption of Resolution 2025R-050, a resolution concerning the submission to the Douglas County Debt Management Commission of a proposal concerning the issuance of Elk Point Sanitation District, Nevada, sewer revenue bond in the maximum principal amount of $1,292,000; concerning action taken thereon by the Commission, and approving certain details in connection therewith.

The Commission met a third time on August 27, 2025 to review and accept annual indebtedness reports submitted by the governing body of municipalities per NRS 350.013. The Commission also voted to specify the percentage of maximum allowable total ad valorem tax levy applicable to any debt issuance or tax levy proposal to trigger analysis under NRS 350.15 and established priorities among essential and non-essential facilities and services for purposes of NRS 350.15.

Douglas County Debt Management Commission operates under Nevada Revised Statutes 350.

The Debt Management Commission is composed of one representative of the County, one representative of the School District, one representative of the General Improvement Districts, and two representatives of the Public at Large. In 2025 the members were:

David Burns, representing Douglas County School District

Greg Reed, representing Douglas County General Improvement Districts

Nathan Tolbert, Vice Chairman, representing Douglas County

Ross Chichester, Chairman, representing Douglas County Public-at-Large

Dave Brady, representing Douglas County Public-at-Large

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Andrea Pawling
DEPUTY DIRECTOR

775-782-6210
FAX: 775-782-6297
website: www.douglascountynv.gov

Building
Engineering
Planning
Code Enforcement
Vacation Home Rental
Stormwater
Economic Vitality

Memorandum

DATE: December 22, 2025

TO: Douglas County Manager's Office

FROM: Andrea Pawling, Community Development Deputy Director

SUBJECT: 2025 Genoa Historic District Commission (GHDC) Annual Report

I. Overview

The Douglas County Genoa Historic District Commission (GHDC) held (9) nine meetings during the calendar year of 2025. Meetings were held in January, February, March, April, three meetings in June, July, and September 2025. There were no meetings held in May 2025, August 2025, October, November or December 2025 due to a lack of agenda items and discussion topics.

On **January 28th, 2025**, the Genoa Historic District Commission held its first meeting of 2025 to discuss the following agenda items:

1. The election of a Chair and Vice-Chair for the Genoa Historic District Commission pursuant to Title 2 of the Administrative Code, Chapter 2.28.020.
2. The 2024 Annual Report with the members of the Genoa Historic District Commission.
3. Discussion to approve a Certificate of Appropriateness application submitted by the Town of Genoa for the installation of a 10' x 20' Pre-Fab, Barn-Style Tuff Shed at the Genoa Town Park, 2285 Main Street, Genoa, Nevada.

On **February 18th, 2025**, the Genoa Historic District Commission held its second meeting of 2025 to discuss the following agenda items:

1. Continued discussion to approve a Certificate of Appropriateness application submitted by the Town of Genoa for the installation of a 10' x 20' Pre-Fab, Barn-Style Tuff Shed at the Genoa Town Park, 2285 Genoa Street, Genoa, Nevada.
2. Discussion to: (1) close and dispose of the funds remaining in the Genoa Historic District Commission's checking account; and (2) close the Genoa Historic District Commission's post office box and utilize the Town of Genoa's mailing address for all mail correspondence.
3. Discussion to approve 2025 annual goals for the Genoa Historic District Commission. Discussion will include ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic District Pamphlet of Examples.
4. Announcements, reports, and updates from the Genoa Historic District Commission on issues affecting the Genoa Historic District, and general discussion of future meeting dates, times, and agenda items.

On **March 25th, 2025**, the Genoa Historic District Commission held its third meeting of 2025 to discuss the following agenda items:

1. Discussion and public workshop regarding the Genoa Historic District Commission and ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic Pamphlet of Examples.
2. Discussion to approve 2025 annual goals for the Genoa Historic District Commission and ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic Pamphlet of Examples.

On **April 22nd, 2025**, the Genoa Historic District Commission held its fourth meeting of 2025 to discuss the following agenda items:

1. Continued discussion to approve additional 2025 annual goals for the Genoa Historic District Commission. Discussion and action goals will include ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic District Pamphlet of Examples.
2. Discussion to finalize details of the proposed Genoa Historic District Commission social event with local business owners and community members, tentatively scheduled for June 16th, 2025, at the Genoa Museum.

On **June 3rd, 2025**, the Genoa Historic District Commission held its fifth meeting of 2025 to discuss the following agenda items:

1. A Certificate of Appropriateness application submitted by the Foothill Market located at 2299 Main Street, Genoa, Nevada for installation of three exterior signs.

On **June 16th, 2025**, the Genoa Historic District Commission held its sixth meeting of 2025 as a Workshop for the Community, to discuss the following agenda items:

1. Public workshop and social meeting to discuss the Genoa Historic District Commission and their efforts to preserve the historic nature of Genoa's Historic District. The workshop will include presentations regarding the history of Genoa, the Historic District's inclusion on both the National and State Register of Historic Places, and the responsibilities of the Genoa Historic District Commission. During the workshop the public will have the opportunity to make comments, provide feedback, and ask questions of the Genoa Historic District Commission.

On **June 24th, 2025**, the Genoa Historic District Commission held its seventh meeting of 2025 to discuss the following agenda items:

1. Discussion to approve a continuation of a Certificate of Appropriateness application submitted by the Foothill Market located at 2299 Main Street, Genoa, Nevada, for the installation of exterior signage.
2. Follow-up discussion regarding the Genoa Historic District Commission's public meeting and social event with local business owners and community members that was held on June 16, 2025, at the Genoa Museum.

On **July 29th, 2025**, the Genoa Historic District Commission held its eighth meeting of 2025 to discuss the following agenda items:

1. Discussion to approve a Certificate of Appropriateness application submitted by the Town of Genoa for the Genoa Community Church located at 182 Nixon Street, Genoa, Nevada, to install interior stained glass windows.

On **September 16th, 2025**, the Genoa Historic District Commission held its ninth meeting of 2025 to discuss the following agenda items:

1. Discussion to approve a Certificate of Appropriateness application submitted by The Genoa Gallery for the installation of two temporary banner signs located on the green light poles in front of the property at 2298 Main Street, Genoa, Nevada.
2. Announcements, reports, and updates from the Genoa Historic District Commission on issues affecting the Genoa Historic District, and general discussion of future meeting dates, times, and agenda items.

Figure 1 will further summarize the agenda items discussed in the meetings held on January 28th, 2025, February 18th, 2025, March 25th, 2025, April 22nd, 2025, June 3rd, 2025, June 16th, 2025, June 24th, 2025, July 29th, 2025, and September 16th, 2025, including the outcomes and motion of these agenda items.

II. Genoa Historic District Commission: *2026 Strategic Goals*

- **Community Engagement & Education~** Continue to educate Genoa residents and business owners regarding the Title 20 Code and the *Pamphlet of Examples and Guidelines*. Building on the success of our inaugural public workshop in June 2025, the Commission plans to host a second community workshop and social event in 2026 to foster open communication.
- **Policy Review~** Undertake a comprehensive review of the current codes and guidelines pertaining to the Genoa Historic District Commission (GHDC) to identify areas for necessary updates, amendments, or additions.
- **Collaboration & Outreach~** Strengthen collaboration with the Genoa Town Advisory Board, the Town of Genoa, and local stakeholders to ensure the historic nature of the town is preserved. This includes scheduling annual informational visits to local businesses to distribute consistent materials and clarify regulations.

III. Recommended Motion

Accept the 2025 Genoa Historic District Commission Annual Report and forward it to the Douglas County Board of County Commissioners.

Figure 1
Genoa Historic District Commission (GHDC)
2025 Annual Report

Genoa Historic District Commission Meeting Dates and Agenda Items	Decision
January 28th, 2025 ***Members Present:*** Molly Dahl, Denise Huiner, Maggie Tracey, Marian Vassar, & Rick Myer ***Members Absent:*** None ***Douglas County Representatives:*** Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Discussion to elect a Chair and Vice-Chair for the Genoa Historic District Commission pursuant to Title 2 of the Administrative Code, Chapter 2.28.020. ***Motion:*** *Marian moved to elect Denise Huiner as chairperson and Maggie Tracey as vice chairperson. Molly seconded.*	**Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays
2. For possible action. Discussion to accept the 2024 Annual Report of the Genoa Historic District Commission. (Andrea Pawling, Community Development) ***Motion:*** *Maggie moved to approve the annual report. Marian seconded.*	**Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays
3. For possible action. Discussion to approve a Certificate of Appropriateness application submitted by the Town of Genoa for the installation of a 10' x 20' Pre-Fab, Barn-Style Tuff Shed at the Genoa Town Park, 2285 Main Street, Genoa, Nevada. (Jody Brunz, Genoa Town Manager) ***Motion:*** *Item continued to next meeting on February 18th, 2025.*	**Vote Outcome:** N/A- Continued
February 18th, 2025 ***Members Present:*** Molly Dahl, Denise Huiner, Maggie Tracey, Marian Vassar, & Rick Myer ***Members Absent:*** None	

Douglas County Representatives: Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Continued discussion to approve a Certificate of Appropriateness application submitted by the Town of Genoa for the installation of a 10' x 20' Pre-Fab, Barn-Style Tuff Shed at the Genoa Town Park, 2285 Genoa Street, Genoa, Nevada. (Jody Brunz, Genoa Town Manager) ***Motion:*** *Marian moved to approve the application. Maggie seconded.*	**Vote Outcome:** Approved; Motion Carried, 5 Ayes-0 Nays
2. For possible action. Discussion to: (1) close and dispose of the funds remaining in the Genoa Historic District Commission's checking account; and (2) close the Genoa Historic District Commission's post office box and utilize the Town of Genoa's mailing address for all mail correspondence. (Denise Huiner, Chair) ***1st Motion:*** *Maggie moved to give the remainder of the money in the bank account to the Town of Genoa to use as they see fit in Genoa and close the bank account. Rick seconded.* ***2nd Motion:*** *Maggie moved to close the post office box and use P.O. Box 14 for the Town of Genoa. Molly seconded.*	**Vote Outcome:** Approved; Motion Carried, 5 Ayes-0 Nays **Vote Outcome:** Approved; Motion Carried, 5 Ayes-0 Nays
3. For possible action. Discussion to approve 2025 annual goals for the Genoa Historic District Commission. Discussion will include ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic District Pamphlet of Examples. (Genoa Historic District Commission Members) ***1st Motion:*** *Marian moved to design and implement a historic education program for Genoa by the end of the year. Maggie seconded.* ***2nd Motion:*** *Molly moved to schedule a workshop for the public on March 25th, 2025 at 4:00pm. Rick seconded.*	**Vote Outcome:** Approved; Motion Carried, 5 Ayes-0 Nays **Vote Outcome:** Approved; Motion Carried, 5 Ayes-0 Nays
4. For presentation only. Announcements, reports, and updates from the Genoa Historic District Commission on issues affecting the Genoa	**Vote Outcome:**

Historic District, and general discussion of future meeting dates, times, and agenda items. (Denise Huiner, Chair)	N/A
March 25th, 2025 ***Members Present:*** Molly Dahl, Denise Huiner, Maggie Tracey, Marian Vassar, & Rick Myers ***Members Absent:*** None ***Douglas County Representatives:*** Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For presentation only. Discussion and public workshop regarding the Genoa Historic District Commission and ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic Pamphlet of Examples. (Genoa Historic District Commission Members) a. Combined Agenda items #1 & #2. Read into record. 2. For possible action. Discussion to approve 2025 annual goals for the Genoa Historic District Commission and ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic Pamphlet of Examples. (Genoa Historic District Commission Members) ***Motion #1 for Goal #1:*** *Molly moved to approve and adopt a goal to hold the educational social event with the Genoa business owners at the museum. Rick seconded.* ***Motion #2 for Goal #2:*** *Marian moved to approve and adopt a goal to follow-up and visit with businesses. Molly seconded.* ***Motion #3 for Goal #3:*** *Marian moved to approve and adopt a goal to publish an article for GHDC in the "Genoa Connection" in each publication. Maggie seconded.*	**Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays **Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays **Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays
April 22nd, 2025 ***Members Present:*** Molly Dahl, Denise Huiner, Maggie Tracey, Marian Vassar, & Rick Myers	

Members Absent: None ***Douglas County Representatives:*** Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Continued discussion to approve additional 2025 annual goals for the Genoa Historic District Commission. Discussion and action goals will include ways to improve community engagement and communication relating to the Commission, Douglas County Code regulations, and the Genoa Historic District Pamphlet of Examples. (Genoa Historic District Commission Members) ***Motion:*** *Marian moved to approve the June 16th, 2025, date for the GHDC Social Event. Maggie seconded.*	**Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays
1. For possible action. Discussion to finalize details of the proposed Genoa Historic District Commission social event with local business owners and community members, tentatively scheduled for June 2025, at the Genoa Museum. (Genoa Historic District Commission Members) ***Motion:*** *Denise moved to approve the printing of approximately 100 invitations for the GHDC Social Event. Rick seconded.*	**Vote Outcome:** Approved; Motion carried, 5 Ayes-0 Nays
<u>May 2025</u>	**No Meeting.**
<u>June 3rd, 2025</u> ***Members Present:*** Molly Dahl, Denise Huiner, Marian Vassar, & Rick Myers ***Members Absent:*** Maggie Tracey ***Douglas County Representatives:*** Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Discussion to approve a Certificate of Appropriateness application submitted by the Foothill Market located at 2299 Main Street, Genoa, Nevada for installation of three exterior signs. (Casey & Hailey Sebahar, Foothill Market)	**Vote Outcome:** Approved; Motion carried, 4 Ayes-0 Nays-1 Absent

Motion: *Rick moved to continue the application with Casey and Hailey bringing back a different font, samples of the materials for the signage and possible changes to placement of the signs. Marian seconded.*	
2. For possible action. Discussion to finalize details of the proposed Genoa Historic District Commission social event with local business owners and community members, tentatively scheduled for June 16th, 2025, at the Genoa Museum. (Genoa Historic District Commission Members) ***Motion:*** *Molly moved to approve the June 16th, 2025, agenda and the assigned speakers for the GHDC Social Event. Rick seconded.*	**Vote Outcome:** Approved; Motion carried, 3 Ayes-0 Nays-2 Absent
June 16th, 2025 ***Members Present:*** Molly Dahl, Denise Huiner, Marian Vassar, Maggie Tracey & Rick Myers ***Members Absent:*** None ***Douglas County Representatives:*** Kate Moroles-O'Neil, Community Development Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For presentation only. Public workshop and social meeting to discuss the Genoa Historic District Commission and their efforts to preserve the historic nature of Genoa's Historic District. The workshop will include presentations regarding the history of Genoa, the Historic District's inclusion on both the National and State Register of Historic Places, and the responsibilities of the Genoa Historic District Commission. During the workshop the public will have the opportunity to make comments, provide feedback, and ask questions of the Genoa Historic District Commission.	**Vote Outcome:** N/A
June 24th, 2025 ***Members Present:*** Molly Dahl, Denise Huiner, Marian Vassar, Maggie Tracey, & Rick Myers ***Members Absent:*** None	

Douglas County Representatives: Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Discussion to approve a continuation of a Certificate of Appropriateness application submitted by the Foothill Market located at 2299 Main Street, Genoa, Nevada, for the installation of exterior signage. (Casey & Hailey Sebahar, The Foothill Market) ***Motion:*** *Maggie moved to approve the two signs as presented today. Molly seconded.*	**Vote Outcome:** Approved; Motion carried, 3 Ayes-2 Nays
2. For presentation only. Follow-up discussion regarding the Genoa Historic District Commission's public meeting and social event with local business owners and community members that was held on June 16, 2025, at the Genoa Museum. (Genoa Historic District Commission Members)	**Vote Outcome:** N/A
<u>July 29th, 2025</u> ***Members Present:*** Denise Huiner, Marian Vassar, Maggie Tracey, & Rick Myers ***Members Absent:*** Molly Dahl ***Douglas County Representatives:*** Andrea Pawling, Community Development Cynthea Gregory, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Discussion to approve a Certificate of Appropriateness application submitted by the Town of Genoa for the Genoa Community Church located at 182 Nixon Street, Genoa, Nevada, to install interior stained glass windows. (Jody Brunz, Town of Genoa Manager) **First Motion:** Marian motioned to issue a Certificate of Appropriateness to the Genoa Community Church for the stained glass windows and that this project should be approved by the GHDC. **Motion was not seconded and therefore motion failed.** **Second Motion:** Rick motioned that no Certificate of Appropriateness is necessary for the stained glass window project. Maggie seconded.	**Vote Outcome:** Approved; Motion carried, 3 Ayes-1 Nay-1 Absent
<u>August 2025</u>	**No Meeting.**

September 16th, 2025 ***Members Present:*** Denise Huiner, Marian Vassar, Maggie Tracey, & Molly Dahl ***Members Absent:*** Rick Myers ***Douglas County Representatives:*** Andrea Pawling, Community Development A.J. Hames, District Attorney's Office Jody Brunz, Genoa Town Manager Gordon Pasley, Genoa Town Advisory Board Chairman	
1. For possible action. Discussion to approve a Certificate of Appropriateness application submitted by The Genoa Gallery for the installation of two temporary banner signs located on the green light poles in front of the property at 2298 Main Street, Genoa, Nevada. (Harry Jones, The Genoa Gallery) ***Motion:*** *Molly moved to approve both temporary banners continuous each year as long as the images remain the same and with the understanding that the dates of the event and the sponsors of the events will change. Maggie seconded.*	**Vote Outcome:** Approved; Motion carried, 4 Ayes-0 Nays-1 Absent
2. For presentation only. Announcements, reports, and updates from the Genoa Historic District Commission on issues affecting the Genoa Historic District, and general discussion of future meeting dates, times, and agenda items.	**Vote Outcome:** N/A
October 2025	**No Meeting.**
November 2025	**No Meeting.**
December 2025	**No Meeting**

Douglas County Law Library Board
Judicial Law Enforcement Center
Department 2
1038 Buckeye Road
Minden, Nevada 89423
http://www.douglascountynv.gov/

January 6, 2026

Douglas County Board of Commissioners
Post Office Box 218
Minden, Nevada 89423

Re: Report of the Douglas County Law Library Board of Trustees (2025)

Dear Commissioners:

This report is submitted pursuant to NRS 380.090. The Law Library Board met quarterly during the 2025 calendar year.

I certify that the law library complies with the legal books/material requirements found in NAC 380.010 and .020. See attached report and financial records.

Sincerely,

Timothy DeGhelder
Douglas County Law Librarian
County Law Library Board

cc: Law Library Board Members
Enclosure: Timothy DeGhelder's Report and financial records

CHAPTER 380 - LAW LIBRARIES

380.010 Legal books and materials required in every county.
380.020 Advance sheets and opinions.

NAC 380.010 Legal books and materials required in every county. (NRS 380.153) The following legal books and materials are considered primary sources and are required by law to be available, in print or electronic form, in every county to the inhabitants of that county:

1. Advance Sheets of Nevada Statutes. ✓online + physical
2. Nevada Revised Statutes. ✓online + physical
3. Nevada Administrative Code. ✓online + physical
4. Nevada Attorney General's Opinions, beginning with the opinions given in 1980. ✓ online
5. Nevada Reports, beginning with volume 87 or equivalent (i.e., Pacific Reporter). ✓online + physica
6. The bills, resolutions, daily histories, daily journals and index for the bills and resolutions of the most recent session of the Nevada Legislature. ✓online
7. United States Statutes at Large beginning with Volume 94 or equivalent (i.e., United States Code and Congressional Administrative News). ✓online
8. Public Laws of the United States (slip laws from the current Session of Congress) or equivalent (i.e., United States Code and Congressional Administrative News). ✓online
9. United States Supreme Court Reports, beginning with volume 97 or equivalent (i.e., Lawyer's Edition or Supreme Court Reporter). ✓ online
10. United States Code or equivalent (i.e., United States Code annotated or United States Code Service). ✓online
11. Code of Federal Regulations. ✓online
12. Federal Register. ✓online
13. The county code, if any, of the county in which the library is located and the municipal codes, if any, of the cities within that county. ✓ online
14. Black's Law Dictionary. ✓physical
15. The Official Handbook of Nevada Legal Forms published by NALS of Nevada. (last audit said N/A)
16. Nevada Civil Practice Manual published by the State Bar of Nevada.

[St. Librarian, § 1, eff. 8-25-82]—(NAC A by Library & Archives Admin'r by R089-06, 6-1-2006) ✓physical

NAC 380.020 Advance sheets and opinions. (NRS 380.153) The advance sheets and the advance opinions of the United States Supreme Court Reports, the Nevada Reports and the Nevada Attorney General's Opinions must be obtained and made available to the general public as soon as they are issued.

[St. Librarian, § 2, eff. 8-25-82] ✓ online physical

The Douglas County Public Law Library has these materials available for public viewing.

Timothy DeGhelder

Annual Report 2025

Douglas County Public Library

Statistics and information gathered- January 1, 2025 to December 31, 2025

Report- submitted by Douglas County Library Director- **Timothy DeGhelder**

Message from Library Director

Thank you for another amazing year of service to Douglas County.

The Douglas County Public Library takes great pride in serving our entire community. While the statistics presented here reflect our ongoing efforts, they cannot fully capture the heart and spirit of what makes the Library such an essential part of people's lives.

My sincere thanks to our dedicated library staff, county colleagues, and volunteers for their hard work and commitment throughout the year.

Timothy DeGhelder

Library Board Members

Theresa Oliveira

Jimayne Merkow

Robert Conner

Theresa DeGraffenreid

Martha Betcher

Library Locations & Services

Minden Branch
1625 Library Lane
Minden, NV 89423
Open Monday to Saturday

Zephyr Cove Branch
233 Warrior Way
Zephyr Cove, NV 89448
Open Tuesday to Friday

Bookmobile
Serving all of Douglas County

Tiny Free Library Boxes
Currently ten locations
https://library.douglascountynv.gov/use_the_library/tiny_free_libraries
Open 24 hours

Douglas County Law Library
Location is Minden Branch Library
Open Monday to Saturday

Outreach locations at the following: China Springs

Homebound Library Services

Demographics

Population served-	49,788
Active Library Cards-	32,139
Card Holders-	65%
New Users-	1,289
Staff FTE-	15
Hours open-	4,000

Materials Circulation

Adult-	*56,883-with checkout & renewals*
Children-	*53,442-with checkouts & renewals*
Audio-	42,001
DVD-	40,899
Magazines-	12,117
Hoopla (digital)	*23,990*
Libby (digital)	*17,668*
Inter-library loan	*1,329*
Recycled books	15,000
Total-	263,329

Program Attendance

Library visits	74,819
Kids Program	*3,125*
Teen Program	*519*
Adult Program	*659*
Tiny Art Show	250
Summer Read	555
Meeting Room Use	*307*
Winter Read	888
Reading Paws	510

Outreach

Homebound	640
Bookmobile stops	15
Bookmobile checkout	277
Tiny Free Libraries	2,000
Associate Tiny Free Libraries	1,000
Off Site Programs	85
Volunteer Hours	1,500
Friends Meetings	45
Story Walk	8 (new stories)

Computers & Databases

Database Use	33,469
Wi-Fi Sessions	5,289
Social Media Visits	161,547
Public PC Stations	15
Library Webpage visits	15,225

Budget Information

Library Budget- $2,242,000

On June 30, 2025, Library expenditures were 4% below the approved budget.

Estimated money saved by Douglas County residents through use of library services:

$4,879,826.20

Calculated by ilovelibraries.org

Highlights from 2025

The Zephyr Cove branch was excited to join the 2025 Tahoe Bear Fest, hosted by the Tahoe Interagency Bear Team at Spooner Lake. It was a collaborative effort that promoted safe and respectful coexistence between humans and bears throughout the Tahoe Basin.

Special Feature: Bear-Themed Storytime
Attendees gathered at 1:00 PM in the Amphitheater for a cozy, kid-friendly Storytime featuring *Share Some Kindness, Bring Some Light* by Apryl Stott.
The Douglas County Public Library branch in Zephyr Cove is excited to join the 2025 Tahoe Bear Fest, hosted by the Tahoe Interagency Bear Team—a collaborative effort to promote safe and respectful coexistence between humans and bears throughout the Tahoe Basin.

A Tiny Free Library filled with bear-themed picture books was available for families to take home and share—perfect for continuing the celebration at home. The event offered a wonderful day of fun, learning, and community.

We had another successful evaluation of our Strategic Plan, which has since been updated on our website. We also planned to adopt more senior library programming in 2026 to expand our community offerings.

In 2025, we helped reestablish the Douglas County Public Library Foundation. The group began meeting in March and held a very successful fundraiser in November and December.

I was also excited to share that all of our ornaments were painted and returned. They were sent to the state to be included in the shipment to Washington, D.C., for Christmas tree decorations. In total, more than 250 ornaments were completed. The canvas was the shape of our state.



The Teen Room opened in June 2023, offering a dedicated study area, comfortable furniture, a teen library collection, a PC for homework, a video game system, and a virtual reality system. Backpack Buddies supplied 2,000 pounds of food for the space, transforming it into a nutrition zone for teens. Two years later, it has proven to be a wonderful addition for Douglas County, providing a welcoming place where teens can relax, study, and connect. We also developed hygiene kits to support teen well-being.

The current library building, originally constructed in 1982—making it 44 years old—received a fresh interior repaint in 2025.

Plans are underway to upgrade the book drop at the Zephyr Cove branch to improve ADA accessibility. The current book drop is located on a wall with concrete steps, and the upgrade will make returns more convenient for all patrons.

The Volunteer Fair held on September 11 was a great success. Approximately seven individuals expressed interest in volunteering at the library.

At the Minden Library, over 1,000 chess games were played throughout the year. The Douglas County Chess Club continued to meet every Friday, and we also helped host a rated chess tournament featuring official rankings and prizes for the winners.

Following our book sales, we began donating unsold titles to community Tiny Free Libraries located in local neighborhoods and maintained by individuals. In 2025, we distributed more than 1,000 books through this effort.

We purchased two reading bear benches for the Zephyr Cove Library as part of our Gala Event initiative to create a fun and inviting reading spot by the lake.

We also purchased Memory Reading Kits designed for senior citizens. These kits included activities that supported both long-term and short-term memory.

In addition, we expanded our collection of Book Kits, each containing ten copies of a book along with discussion questions for reading groups to check out and enjoy.

Through a Nevada Department of Education grant, the library received 100 PSEE kits to distribute. Of these, 31 kits were provided to the Washoe Tribe of Nevada and California. Each kit contained engaging activities that supported early reading development.

The library successfully applied for several state and federal grants throughout 2025 leading into 2026. These grants supported the Baker & Taylor Archives, Community Read, Children's Book Kits, staff conference reimbursements, book-drop improvements at Zephyr Cove, and adult materials acquisitions.

We also developed a dedicated storage area for our Seed Library, allowing customers to easily browse and select their own seeds.

Additionally, the County supplied the library with a new AED machine, enhancing safety for both staff and patrons.

We launched a series of staff meetings focused on the County Code of Conduct, covering key principles including integrity, accountability, customer service, leadership, communication, teamwork, and respect.

We also started a STEM Storytime program for toddlers, featuring stories, singing, dancing, and hands-on experiments. The program drew a record crowd of over 61 attendees.

Library Crates for teens provided themed gift boxes with library-related surprises. We then expanded the concept by developing crates for young adults.

For the holiday season, we wrapped surprise books as Christmas gifts for patrons. A special "Write to Santa" mailbox was set up at the Minden location. Additionally, we hosted an outstanding Gingerbread House building event in Zephyr Cove that attracted 86 participants.

We supported the 2025 Coat Drive and Food Drive, contributing to essential community needs.

We restructured the Minden supervisor position into a senior library technician role, achieving annual savings of over $40,000. Several staff members also completed a two-hour ethics training session provided by the county manager.

We launched quarterly book sales in partnership with the Friends of the Library at the Minden location. These four events proved highly successful, creating a welcoming atmosphere where books found new homes.

In collaboration with the Friends of the Library, we hosted our 2025 Library Gala to raise funds for key initiatives, including a Community Read featuring the book selection *The True Tails of Baker and Taylor*.

Library staff attended Douglas County School District Mental Health Nights and Literacy Nights to promote library resources. We also participated in Carson Valley Chamber Volunteer Open Houses to recruit new volunteers.

Attended Carson Valley Chamber- Volunteer Open Houses to recruit new volunteers.

We hosted Reading with Animal Therapy Teams sessions at both library locations every Tuesday from 3:30 p.m. to 5:00 p.m. throughout the entire year. Local support from the Rotary and Kiwanis also enabled animal training and certification for new therapy teams.

The Literary Club of Gardnerville generously donated Nevada History–titled books to our collection.

The library maintained a high of 31 active volunteers who contributed over 1,500 hours of service.

We also launched new online gaming sessions to expand remote programming options.

Added adult and children's books to our Tiny Free Library of cookbooks at the Food Pantry location.

We will be restarting Pajama Story Times at Minden so children can have an evening story time. We will combine with 1000 Books before Kindergarten.

Scout Troup 495, superstar volunteers in 2025. They volunteered for all of our book sales and our Annual Gala.

Halloween Community Party on October 30th. Kids were encouraged to trick or treat in the library. During the week we had adult bingo and a scavenger hunt for the kids.

We kicked off Summer Reading with a celebration in Minden Park, with special thanks to the Douglas County Mounted Police for their support.

Additional partnerships included the Douglas County Swim Center, Douglas County Community Center, In-N-Out Burger, Mavericks...

Summer Reading Special Programs
Pollinator Week with Nevada Cooperative Extension
Worked with Untied Way to give out 560 new books
Grant from Dollar General- gave out 557 new books
Special “Storytime in Genoa” Summer Reads
Special Washoe Tribe Summer Read in September
Partnered with: Douglas County Swim Center, Douglas County Community Center, In & Out Burger, Mavericks and the United Way.

Summer Reading Program	2025
New Registrations	555
Challenges Completed	121
Activities Completed	435
Rewards Redeemed	757
Badges (Rewards) Earned	2,645
Reviews Submitted	372
Books Read	1,575
Minutes Read	150,612
Total # of Programs*	124
Total Program Attendance	1,345
Total Calendar Days*	46

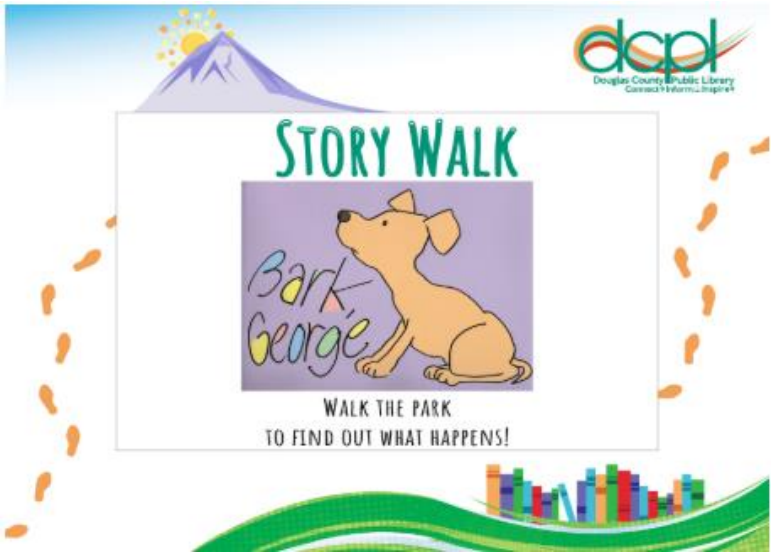
Combined- Every Child Ready to Read into story times.



Promoted, “1,000 Books before Kindergarten” in December to start in January. This program will reward kids for every 100 books read until they complete the 1000 book challenge. (For up to age 6)



Story Walk Sample



The Prosperity Program at Douglas County Public Library effectively redistributes book donations to key community partners, fostering literacy and support in high-need areas through 2025. This initiative aligns with your library's ongoing community outreach efforts, such as volunteer programs and youth literacy projects.

Program Totals

Targeted donations totaled 1,573 books across six recipients, prioritizing nonprofits and government entities serving vulnerable populations.

Family Support Council
199 Books Donated
Family violence intervention and support for adults with developmental disabilities

Douglas County Juvenile Detention Center (Tahoe)
160 Books Donated
Secure youth detention and rehabilitation programs

Mallory Behavioral Health Crisis Center
229 Books Donated
24/7 mental health and substance use crisis care

Northern Nevada Correctional Center
177 Books Donated
Incarcerated adult rehabilitation

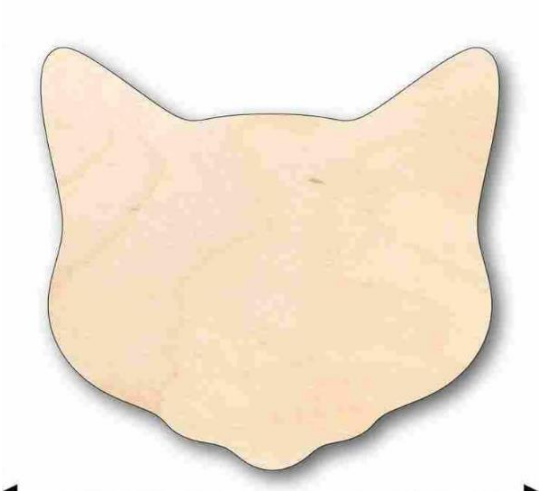
Austin's House
768 Books Donated
Emergency shelter for children removed due to abuse/neglect

Tahoe Youth and Family Services
40 Books Donated
Youth and family support services

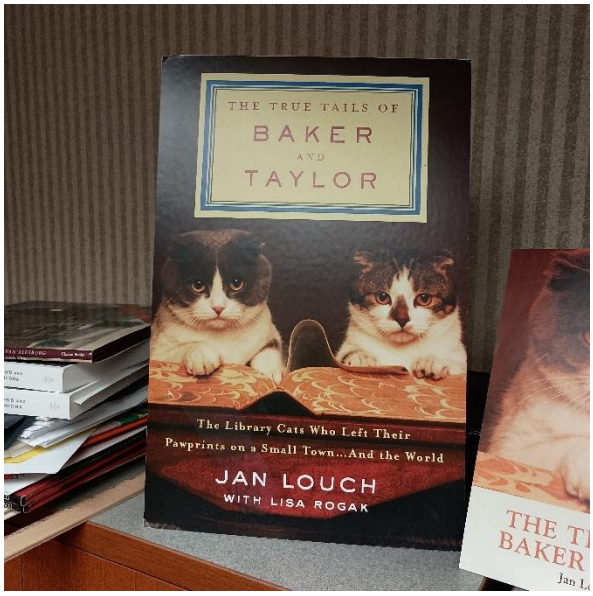
Impact Highlights
These distributions provided uplifting, self-help, and educational materials to crisis centers, detention facilities, shelters, and family services, enhancing community prosperity. Austin's House received the largest share, supporting its 24/7 trauma-informed care for rural Nevada children. This complements your 2025 achievements like book drives to Tiny Free Libraries (over 1,000 books) and grant-funded literacy initiatives

2026 Coming Soon!

New Tiny Art Show Canvas which supports our community read.



Community Read and author presentation with Lisa Rogak (September 2026)



Music Programming in the library. Using Library Gala funds to partner and promote music in the public library.

Key Upcoming Events

Friends of the Library annual meeting on January 24, 2026, featuring Kim Harris portraying Libbie Bacon Custer in a living historical event.

Local Author Night in October 2026 to showcase regional talent.

Volunteer Appreciation Event later in 2026 to honor dedicated supporters.

4th Annual Library Gala on October 3, 2026, building on past fundraising successes.

Service Innovations
Neighborhood shelf for restocking Tiny Free Libraries, expanding from 2025's 1,000+ book distributions.

"Library of Things" expansion with tools, cake pans, and musical instruments, evolving from the seed library and memory kits.

Monthly series tailored for seniors and personal care attendants (PCs).

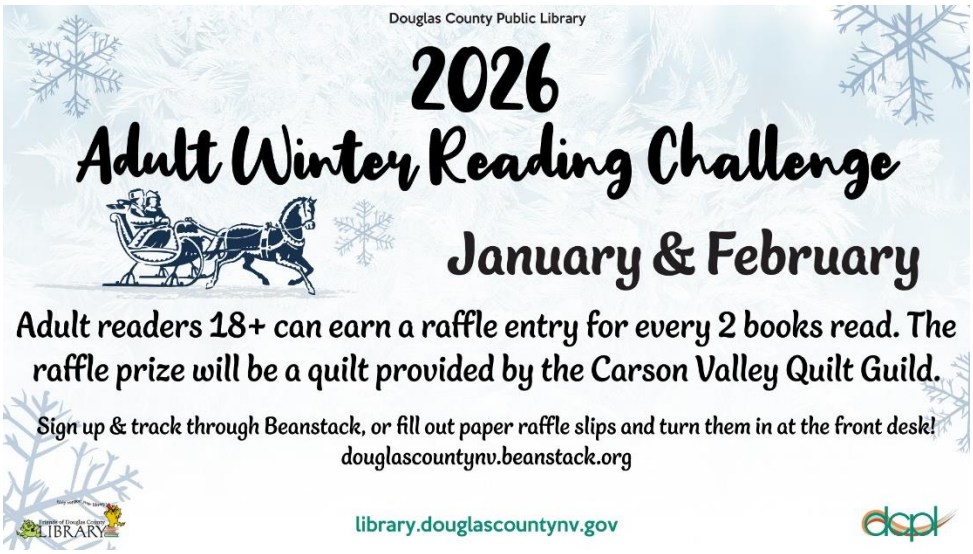
Music programming partnerships funded by the Library Gala to promote live performances in the library.

Community & Development Plans
Leadership Douglas County program highlighting the library's role in local education.

Enhanced partnerships, including Carson Valley Arts Council for a performing arts center and additional community collaborations
.
More Tiny Free Libraries via donations and a retile project for Zephyr Cove public bathrooms.

Staff training for service ideas, policy review, and Zephyr Cove marketing strategies to foster a creative public space.

WINTER READ- 2026



PARKS AND RECREATION ADVISORY BOARDANNUAL REPORT

2025

ADVISORY BOARD MISSION STATEMENT:

To create and preserve quality parks and recreation opportunities, to serve people of all ages and interest, and to enhance the quality of life for our citizens.

OBJECTIVE:

We provide leadership to improve performance, productivity, and quality customer service. We encourage community and employee involvement in needs assessment, programming, park development, budgeting, and problem solving. We maintain a positive proactive relationship with the community, elected officials, and other departments to promote and develop healthy, safe public parks, related facilities, and recreation/leisure service activities.

ACTIVITIES:

The Parks & Recreation Advisory Board was created to act in an advisory capacity in determining needs for the County. The Parks & Recreation Advisory Board (Advisory Board) acts in an advisory capacity to the Douglas County Board of County Commissioners (BOCC) in promoting, aiding, and encouraging public recreation (including the development of parks and recreation facilities). The Advisory Board also acts in an advisory capacity to the Director of Parks & Recreation on such issues as maintenance, development, and operation of all County owned and operated recreation areas and facilities. Finally, the Advisory Board cooperates with other governmental agencies and civic groups in the advancement of sound parks and recreation planning and programming and reviews the programs of the Parks & Recreation Department.

DUTIES AND RESPONSIBILITIES OF THE PARKS & RECREATION ADVISORY BOARD:

1. To act in an advisory capacity to the BOCC in promoting, aiding and encouraging public recreation, including the development of Parks and Recreation facilities.

2. To act in an advisory capacity to the Director of Parks & Recreation on such issues as maintenance, development and operation of all County owned or operated recreation areas and facilities.

3. To cooperate with other government agencies and civic groups in the advancement of sound Parks and Recreation planning and programming.

4. To review the programs of the Parks & Recreation Department.

5. To promote the Recreation program to public officials and to the general public in order that the Parks and Recreation program may receive adequate support from the public and private sources.

6. To provide initiative in developing plans for future Parks and Recreation areas and facilities.

7. To advise and consider staff recommendations to the Planning Commission and the Board on deviations from, alterations to, or additions to the Master Plan for Parks & Recreation.

8. To advise and consider staff recommendations to the Advisory Board regarding rates, tolls and charges for services and the use or availability of facilities.

9. To review, advise and consider the annual Parks & Recreation Department budget with the Community Services Director.

10. To encourage individuals and citizen groups to give funds, property and manpower for the development and operation of the Parks and Recreation facilities.

11. To confer with the BOCC from time to time in an effort to work out a unified program of recreation and to facilitate a better understanding pertaining to the recreation needs of Douglas County.

12. To review contemplated contracts to the Parks & Recreation Department for the operation, construction and development of Parks and Recreation facilities.

13. To keep the line between policy and administrative responsibilities clear, understand that the staff are trained professionals and should be regarded so by the Advisory Board on all matters pertaining to organization, administration and the program of the department and that the Director and staff are responsible to the County Manager.

14. To exercise such other powers and perform such other duties that may be delegated by the BOCC.

***ACHIEVEMENTS*:**

Major Accomplishments Parks

- Purchase of mobile bleacher units to be used for Community Events at the Fairgrounds and other Douglas County locations.
- Purchase of Denmar parcel for a rural park and to address stormwater/flooding
- Parks Supervisor obtained Certified Playground Safety Inspector (CPSI) Certification through the National Recreation & Parks Association (NRPA). He is the only one with this certification within the County.
- Town Of Genoa Park Improvements
- Dangberg Foundation Restoration

- Kahle Tot Playground Replacement
- Herbig Park Bathroom Project
- Installation of walk path around Herbig Park
- Aspen Park Pavilion
- Stodick / TRE Community Center Surveillance
- Herbig Park Pickleball Complex
- Kahle Pickleball Courts
- Fairgrounds Announcers Booth Remodel
- Self Service Kayak Rental Program Topaz Lake Campground
- New scoreboard purchased and installed at Lampe Field 1 sponsored by Carson Valley Little Leage
- Zephyr Cove / Warrior Way Paid Parking Program
- Performed snow removal at all County office sites.

Park Events and Activities

Kahle Park

- Club Soccer practices and games
- Full access for the Kingsbury North Trailhead UTV off-road vehicle program
- Volleyball Nation
- Regional Cross Country Meet

Stodick Park

- ADA Accessible Playground Project (expected completion 2026)
- Pop Warner Football
- Youth Flag Football
- Carson Valley Girls Softball
- Family gatherings in the Stodick Park Pavilion
- Lacrosse practices and games

Herbig Park

- Smash Hunger Pickleball Tournament in partnership with Leadership Douglas County.

Fairgrounds

- Douglas County Sheriff's Mounted Posse events
- 5+ Carson Valley Roping/Jackpot Events
- Douglas County Rodeo and Concert
- Douglas County Search and Rescue Training
- Dog obedience classes
- 4-H Events / Agricultural Fair
- Douglas High School Rodeo
- Project Santa Claus
- Monster Truck show and Demolition Derby
- Safe Street Halloween
- Tractor Pull
- Dare to be a Cowboy
- Ferris 50 Endurance Run

- Gun Shows

Ranchos Aspen Park

- Little League
- AYSO Practices and Games
- 4 Family gatherings and party in the Aspen Pavilion
- Horseshoe Tournament

Topaz Ranch Estates Park

- Began construction of new Splash Park in cooperation with the East Fork Swimming Pool District (expected completion Spring 2026)
- South County Social Services & Information
- End-of-the-Road monthly meetings
- Sagehens monthly meetings
- VFW monthly Pancake Breakfast event and meetings
- Topaz GID monthly board meetings

Zephyr Cove Park

- Contracted tennis play
- Disc Golf play
- Club Soccer practices and games
- Adult softball league

Lampe Park

- AYSO practices and games
- Recreation adult softball games
- Recreation youth and Adult Flag Football games
- Douglas High School tennis and cross-country sports events
- Carson Valley Days Celebration and event
- Hot Air For Hope Balloon Festival
- New scoreboard sponsored by: Carson Valley Little League
- Big Mama's Show and Shine & other Local Car Shows
- Fishing Derby
- Douglas High School (DHS) and George Whittell High School (WHS) Baseball/Softball and Carson Valley Little League

Johnson Lane Park

- AYSO Soccer practices and games
- Little League
- Pavilion rentals for weddings and family gatherings

Topaz Lake Park

- Year round camping and fishing
- Installation of new playground
- Self Pay Kayak Kiosk
- Wild West Watercraft jet ski races

Shooting Range

- Daily target shooting
- Concealed Weapons/Hunter Safety classes
- Douglas County Sheriff's Dept. Training activities

Remote Control Complex

- Sierra Sagebrush Flyers events
- RC Car activities
- RC Airplane activities

Major Accomplishments Recreation

- Purchase of the Carson Valley Cinema in partnership with Carson Valley Arts Council.
- Kahle Community Center has been in operation for over 30 years, opening in September 1995.
- The Douglas County Community & Senior Center has been in operation for eleven years.
- The DCCSC celebrated their 10-year anniversary in 2025.
- The Douglas County Community & Senior Center and Kahle Community Center combined have sold over 2,500 active annual gym memberships to community members of all ages in 2025.
- Through the generous support of the Incredible Kids Program, Douglas County Recreation was able to offer over 1,000 additional Teen and Youth gym membership scholarships, at no cost to the families, for 2025.
- The Community & Senior Center has provided a location for several large community events and fundraisers such as Suicide Preventions Gotta Dance, Carson Valley Chamber of Commerce's Business Showcase, parties, celebrations and various meetings hosted by Douglas County Departments, customers and community partners.
- Development of the Douglas County Comprehensive Trails Plan.
- Development of the Douglas County Art in Public Places Program Plan.
- Continued to accommodate individuals with special needs such as Aktion Club providing meeting space and integrated programs.
- Recreation staff continue to seek opportunities to grow within the Parks & Recreation field with 3 new Certified Parks & recreation Professionals and 1 Certified Parks & Recreation Executive as well as several others in the process of obtaining them.
- Continued with contracted services for sports officials and Zephyr Cove Tennis Complex operation.
- Continued usage of commercial grade air purifiers in the gymnasium of the Kahle Community Center and in the Senior Center Grandview dining room, the Ranchview Activity Room and the gymnasium in the Douglas County Community & Senior Center.
- After ten years of operation, the DCCSC completed a recarpeting project for the entire facility.
- New contract educational, recreational and fitness classes have been added at the Douglas County Community & Senior Center (DCCSC) and the Kahle Community Center (KCC) including Martial Arts 101 (DCCSC), Shine Dance (DCCSC), Youth Rock Climbing (DCCSC), Rock Wall Top Rope (DCCSC), Improv Class (KCC), Modern Swing (KCC) and CIRCL Mobility (KCC).

- Youth sport organizations and local businesses continue to donate towards park improvements and sponsorships of the concert series and Recreation youth sport programs.
- Continued to meet community daycare needs with Kids Club programs providing service for all Dougals County School District elementary schools with Adventure Camp and RAD Camp programs running at three sites during school breaks
- Partnered with the Sagebrush Sprouts Preschool to offer kindergarten readiness and day care support for local families of young children in the valley.
- The Roots & Wings Program at Kahle is the longest standing preschool program in Stateline, NV and supports families of young children in the Tahoe Basin.
- Partnered with the US Forest Service to sell Christmas tree permits.
- Assisted the Douglas County Animal Services Division by selling dog licenses to the public through the Douglas County Community Center front desk.
- Outdoor Adventure Program continues to offer trips and experiences for area teens including kayaking, camping, hiking, fishing, rock climbing and model air plane instruction.
- Provided seasonal Toddler Time themed events.
- Douglas County Recreation received award recognition from Nevada Recreation and Parks Society (NRPS) for our Dia De Los Muertos Program and Expandable Horizons Program for Departmental/Community Collaboration.

The Parks & Recreation Advisory Board is made up of seven (7) members, six (6) appointed by the County Board of Commissioners. Of those six, three are representatives from the Lake and three are representatives from the Valley. The remaining member comes from Douglas County School District Board member appointee.

The members on the 2025 Parks & Recreation Advisory Board are as follows:

Chairman	Kelly Gardner
Vice-Chairman	Debra Lang
Board Member	Gary Dove
Board Member	Brenda Robertson
Board Member	Cherise Smith
Board Member	Melissa Ward
Board Member/School Rep.	Markus Zinke
Board Member/ BOCC Rep.	Nathan Tolbert
Staff	Brook Adie, Community Services Director

This report is respectfully submitted on behalf of the Parks & Recreation Advisory Board.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

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Building Division
Engineering Division
Planning Division
Code Enforcement

MEMORANDUM

DATE: January 13, 2025

TO: Douglas County Planning Commission

FROM: Kate Moroles-O'Neil, Principal Planner

SUBJECT: 2025 Planning Commission Activities Report

I. Overview

The Douglas County Planning Commission held 7 regular meetings and one special meeting during calendar year 2025. No meeting was held in January, March, July and November due to lack of agenda items.

Major applications heard included: one Zoning Map Amendments (ZMA), one Ordinance amending Title 20, Chapter 20.622 (Vacation Home Rental), one Master Plan Amendment (MPA), one Tentative Subdivision Map (TSM), one Major Modification to a TSM, two Major Variances (MV) and one Special Use Permit. Additionally, of items that required Board of Commissioners all items were upheld by the Board.

Figure 1 below further summarizes the different development applications reviewed by the Planning Commission during 2025 as well as presentations and updates by staff. Figure 2 summarizes the parcel map applications submitted and reviewed administratively in 2025.

II. Recommended Motion

Accept the 2025 Planning Commission Activities Report and forward it to the Board of Commissioners with the inclusion of the information for pending January agenda items.

Figure 1

Douglas County Planning Commission
2025 Activities Report
Planning Commission Meeting Dates, Agenda Items and Decisions

February 11, 2025: All Present

1. ELECTION OF CHAIR & VICE CHAIR

For possible action. Discussion on the election of the Chair and Vice-Chair in compliance with Chapter 2.06 of the Douglas County Code and Section 2.1 of the Planning Commission Bylaws.

MOTION TO: Elect Maureen Casey as Chairwoman of the Planning Commission in compliance with Chapter 2.06 of the Douglas County Code and Section 2.1 of the Planning Commission Bylaws; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bryce Clutts, Vice Chair
SECONDER:	Paul A. Bruno, Member
AYES:	Maureen Casey, Bryce Clutts, Kirk E. Walder, Paul A. Bruno, Laurie K. Lile, Daniel M. St. John, James R. McKalip

MOTION TO: Re-elect Bryce Clutts as Vice Chairman of the Planning Commission in compliance with Chapter 2.06 of the Douglas County Code and Section 2.1 of the Planning Commission Bylaws; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul A. Bruno, Member
SECONDER:	Laurie K. Lile, Member
AYES:	Maureen Casey, Bruce Clutts, Kirk E. Walder, Paul A. Bruno, Laurie K. Lile, Daniel M. St. John, James R. McKalip

2. For presentation only. Presentation by the Douglas County Community Development Department on land use, planning and development applications and the respective roles of the Douglas County Community Development staff, the Planning Commission and the Board of County Commissioners. (Kate Moroles-O'Neil)

RESULT:	**PRESENTAION HELD**

3. For possible action. Discussion on Tentative Subdivision Map application DP24-0253, a request to divide a 4.45-acre parcel into 30 parcels, consisting of 29 multi-family individually owned units (parcels) and 1 common space parcel. The subject parcel is zoned Multi-Family Residential in the Gardnerville Community Plan. The parcel is located off of Giles Lane behind Gardnerville Elementary School. The applicant's representative is Keith Ruben, R.O. Anderson – a Wilson Engineering Company, and the owner is Chip Hanly, Santa Ynez Valley Construction. APN:1320-33-402-079. (Kate Moroles-O'Neil)

MOTION TO: Recommend approval to the Board of County Commissioners of Tentative Subdivision Map Application DP24-0253, as presented, because the required findings have been met, and request that the applicant approach the school district to request a gate for emergency access, and request that staff work to draft the conditions so that they're consistent with the Town of Gardnerville's proposed condition on the sidewalks; carried.

RESULT:	**APPROVED**
MOVER:	Daniel M. St. John, Member
SECONDER:	James R. McKalip, Member
AYES:	Maureen Casey, Bryce Clutts, Kirk E. Walder, Paul A. Bruno, Daniel M. St. John, James R. McKalip
NAYES:	Laurie K. Lile

4. For possible action. Discussion of Ordinance 2025-1650, an ordinance amending Chapter 20.622 of the Douglas County Code (the "VHR Ordinance"), by revising restrictions on VHRs in residential communities north of Cave Rock State Park; clarifying fines for renting with a revoked VHR permit; and revising penalties for local licensed property managers. (Ernie Strehlow)

RESULT:	**PULLED FROM THE AGENDA**

April 8, 2025: All Present (Member Daniel St. John joined via zoom)

1. For possible action. Discussion to approve four related development applications for a parcel of land within the Clear Creek Tahoe Specific Plan and Planned Development: (1) Master Plan Amendment application DP 24-0264, reverting the future land use designation of a .85-acre portion of a 8.64-acre parcel from Recreation back to Receiving Area; (2) Zoning Map Amendment application DP 24-0265, rezoning the same .85-acre portion from PR (Private Recreation) to SFR-8,000 (Single-Family residential - 8,000 square foot minimum net parcel size); (3) Major Modification application DP 24-0267, revising the Tentative Subdivision Map for Clear Creek Phase 9 (subdivision Unit 5) to reduce the number of parcels from 19 to 6; and (4) Minor Modification application DP 24-0266, updating the Clear Creek Tahoe Specific Plan for consistency with these revisions. The parcel is located along the east side of Golf Club Drive, east of the intersection of Gray Mill Court and Summit Camp Way, in the Indian Hills/Jacks Valley Community Plan. The applicant's representative is Chris Waechter, Kimley-Horn, and the owner is Leisha Ehlert, Clear Creek Residential, LLC. APN: 1419-03-002-170. (Lucille Rao).

MOTION TO: Adopt Planning Commission Resolution 2025-01, and recommend that the Board of County Commissions approve the requested Master Plan Amendment, Zoning Map Amendment, Tentative Subdivision Map modifications, and Specific Plan revisions, as presented, because the required findings have been met; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kirk E. Walder, Member
SECONDER:	James R. McKalip, Member
AYES:	Maureen Casey, Bryce Clutts, Kirk E. Walder, Paul A. Bruno, Laurie K Lile, Daniel St. John, James R. McKalip

June 10, 2025: All Present

1. **For possible action. Discussion on Special Use Permit (SUP) DP 25-0079, a request to expand the Mormon Station State Historic Park's boundary to include the Historic Kinsey House. The project is located at 196 Genoa Lane in the SFR-1 (Single-family residential, one-acre minimum parcel size) zoning district in the Town of Genoa (APN: 1319-09-710-003). The applicant/owner is Gavin Kakol, The Conservation Fund. Lucille Rao**

MOTION TO: Approve the Special Use Permit DP25-0079 to allow the expansion of the Mormon Station State Historic Park to include the Historic Kinsey House based on the discussions in the Staff Report and the ability to meet the required findings and the recommended Conditions of Approval, and giving the Town of Genoa authority to exercise proper oversight with the exception of the language in the condition of the language giving review to the Genoa Historic District Commission; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kirk E. Walder, Member
SECONDER:	Paul A. Bruno, Member
AYES:	Maureen Casey, Bryce Clutts, Kirk E. Walder, Paul A. Bruno Laurie K Lile, Daniel St. John, James R. McKalip

June 24, 2025: Special Meeting – All Present

1. **For Presentation Only. Presentation and discussion on the Transfer Development Rights (TDR) Study that commenced in September of 2023. Wood Rodgers will be giving an overview of the study, the progress and findings, the collaboration utilized during the study and recommendations to future pathways for the TDR program. (Derek Kirkland, Wood Rodgers Inc. & Jennifer Shuch, Leland Consulting)**

RESULT:	**PRESENTAION HELD**

August 12, 2025: All Present

1. **For possible action. Discussion to recommend adoption of the 2025 update to the Carson River Floodplain Management Plan, presented by the Carson Water Subconservancy District (CWSD). (Edwin James, CWSD General Manager)**

MOTION TO: Recommend approval to the Board of County Commissioners to adopt the 2025 update to the Carson River Floodplain Management Plan; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kirk E. Walder, Member
SECONDER:	Daniel M. St. John, Member
AYES:	Maureen Casey, Bryce Clutts, Kirk E. Walder, Paul A. Bruno Laurie K Lile, Daniel M. St. John, James R. McKalip

September 9, 2025: All Present

1. **For Possible Action: Discussion regarding Ordinance 2025-1655, an ordinance amending Chapter 20.622 of the Douglas County Code, the Lake Tahoe Vacation Home Rental ("VHR") Ordinance. 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. The applicant is Douglas County. (Ernie Strehlow).**

MOTION TO: Direct staff to summarize the Planning Commission's recommendations to forward to the Board of County Commissioners; carried

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Maureen Casey, Chair
SECONDER:	Bryce Clutts, Vice-Chair
AYES:	Maureen Casey, Bryce Clutts, Kirk E. Walder, Paul A. Bruno Laurie K Lile, Daniel M. St. John, James R. McKalip

October 14, 2025: Absent: Bryce Clutts

1. **For possible action. Discussion on a Major Variance Application DP 25-0141, a request to reduce the west side-yard setback from 7 foot to 0 feet for a 534 square foot second-story addition above an existing garage located at 239 Enginehouse Circle in the R-058 residential zoning district, in the Glenbrook Plan Area of the Tahoe Region. The applicant is Nielsen Separate Property Trust 2007 and the applicant's representative is Keith Ruben, Wilson Engineering. APN: 1418-10-710-074. (Lucille Rao, Planning Department)**

MOTION TO: To continue item to a future meeting date; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Daniel M. St. John, Member
SECONDER:	James R. McKalip, Member
AYES:	Maureen Casey, Kirk E. Walder, Paul A. Bruno Laurie K Lile, Daniel M. St. John, James R. McKalip

2. **For possible action: Discussion on Major Variance Application DP 24-0025, requesting two variances arising out of a boundary line adjustment involving two abutting parcels. Parcel 1 is located at 1321 Highway 50 and Parcel 2 is located at 1323 Highway 50. The first request is to maintain an existing encroachment into the side setback of Parcel 2, with the encroachment ranging from 4'8" to 4'10". The second request is to reduce the size of Parcel 1, from 6,304 square feet to 4,309 square feet, and increase the size of Parcel 2, from 2,900 square feet to 4,986 square feet. The subject parcels are located in the R-063 residential zoning district, in the Lincoln Plan Area of the Tahoe Region. The applicant is Phil GilanFarr of GilanFarr Architecture, and the owner of both parcels is the Talebi Family Trust 2013, Ehsan Talebi and Mozhgan Talebi, Trustees. APNs: 1418-27-403-005, Parcel 1 and 1418-27-403-006, Parcel 2. (Linda Doherty, Planning Department)**

MOTION TO: Approve Major Variance Application DP 24-0025, subject to the conditions in the Staff Report because the required findings are met; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kirk E. Walder, Member
SECONDER:	Laurie K. Lile, Member
AYES:	Maureen Casey, Kirk E. Walder, Paul A. Bruno Laurie K Lile, Daniel M. St. John, James R. McKalip

December 9, 2025: Absent: Bryce Clutts

1. **For possible action. Discussion on a Major Variance Application DP 25-0141, a request to reduce the west side-yard setback from 7 foot to 0 feet for a 534 square foot second-story addition above an existing garage located at 239 Enginehouse Circle in the R-058 residential zoning district, in the Glenbrook Plan Area of the Tahoe Region. The applicant is Nielsen Separate Property Trust 2007 and the applicant's representative is Keith Ruben, Wilson Engineering. APN: 1418-10-710-074. (Lucille Rao, Planning Department)**

MOTION TO: Deny Major Variance Application DP 25-0141 for Nielsen Separate Property Trust 2007, a Major Variance to reduce the required seven foot setback to zero feet and a reduction of the required eaves from 18 inches to 0 inches in the R-058 plan area in the Tahoe region based on information provided during the public meeting and the inability to meet the required findings; carried.

RESULT:	**DENIED**
MOVER:	Kirk E. Walder, Member
SECONDER:	James R. McKalip, Member
AYES:	Maureen Casey, Kirk E. Walder, Laurie K. Lile, Daniel M. St. John, James R. McKalip
NAYES:	Paul A. Bruno

2. **For possible action. Discussion of Ordinance 2025-1661, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.650, 20.658, 20.660, 20.662, 20.664, 20.666, and 20.668, and repealing Chapter 20.675, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use and multi-family residential development in commercial zones. The applicant is Douglas County. Affected properties are those which are within commercial zoning districts outside the Tahoe Basin. (Kate O'Neil, Planning Department)**

MOTION TO: Continue Public Hearing Item 2, discussion of Ordinance 2025-1661, a Zoning Text Amendment and Public Hearing Item 3, discussion of Ordinance 2025-1662, a Zoning Map Amendment to the January 13, 2026 Planning Commission meeting; carried

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kirk E. Walder, Member
SECONDER:	James R. McKalipABset, Member
AYES:	Maureen Casey, Kirk E. Walder, Paul A. Bruno Laurie K Lile, Daniel M. St. John, James R. McKalip

Tentative Parcel Maps

Tentative Parcel Maps (TPM) are approved administratively, and code does not require a public hearing for these applications. Staff still provide noticing for the properties adjacent to the applicable parcels in any given TPM application. Staff approved the following TPMs in 2025:

Record #	Subtype	Status	Parcel #	Lots Created
DP25-0153	TPM, 1608 Finch Dr	Approved	1321-29-002-007	2
DP25-0152	TPM-Merger/resub, Mark Circle & Sawmill Rd	Approved	1220-02-002-005	3
DP25-0138	TPM, 1961 Glenbrook Dr	Approved	1418-10-802-012	2
DP25-0095	TPM, Centerville Ln	In Technical Map Review	1220-08-802-015	3
DP25-0062	TPM Benty Parcel Map	Awaiting Final Map Review	1221-04-001-032	3
DP25-0042	TPM, Howe	Recorded	1420-27-701-006	4
DP25-0021	TPM, Sawmill Road #2	Recorded	1220-11-001-080	3

Regional Transportation Commission
2025 Board Update

I. Members

A. 2025

1. Wesley Rice – Vice Chairman
2. Mark Gardner – Chairman
3. Town of Gardnerville – Ken Miller

B. 2026

1. Wesley Rice -
2. Mark Gardner -
3. Town of Gardnerville - Ken Miller

II. 2025 Accomplishments:

A. Approved Contracts for:

1. Bid and Awarded Contract for 2025 Pavement Preservation Project

2. Accepted Low Bid for Muller Parkway Phase 3 and awarded a contract to Aspen Developers for construction

Main Contact:

Josh Nordloh, PE – jnordloh@douglasnv.us

SENIOR SERVICES AND PUBLIC TRANSIT ADVISORY BOARD ANNUAL REPORT 2025

MISSION STATEMENT

To provide nutritious meals, support services, homemaker and transportation services to residents 60 years of age or older in Douglas County. To provide a safe, clean and attractive Senior Center in a customer-focused environment for all participants to utilize and enjoy.

OBJECTIVE

The Douglas County Senior Services and Public Transit Advisory Board (Advisory Board) was created to act in an advisory capacity of the Douglas County Board of County Commissioners (BOCC) and staff in a citizen advisory capacity to assist in the program development and ensure that our senior community has a voice.

ACTIVITIES

The Senior Services and Public Transit Advisory Board was created in an advisory capacity to advise the programs and finances in 1989 when the County became the Senior Center sponsors. The Advisory Board also acts in an advisory capacity to the Community Services Director and the County Board of Commissioners on such issues as rental uses, fund raising activities, maintenance, preparing grants for approval and supporting the staff and volunteers of the program. The council works with the Young At Heart (YAH) Board, Douglas County TRIAD, civic groups, and other governmental agencies, in promoting and ensuring that the needs and concerns of Douglas County Seniors are being met.

DUTIES AND RESPONSIBILTIES OF THE COUNCIL

1. To act in an advisory capacity to the BOCC in promoting, aiding and encouraging senior services, including the development and maintenance of senior facilities.

2. To act in an advisory capacity to the Community Services Director for the operation and management of the Douglas County Senior Services Programs.

3. To review and concur in conjunction with the Manager, the facility use of the Senior Center during all operations.

4. To review, recommend and/or implement policies for the operations of the Douglas County Senior Center.

5. To review and recommend, in conjunction with the director, all grant requests.

6. To act as a complaint review body on formal complaints received by the Director.

7. To act as the advisory body of the Senior Services Programs, for the Douglas County management, on any other matters pertaining to the operational period.

The Advisory Board shall consist of nine (9) members, seven (7) of whom shall be the voting members, six (6) members appointed by the Board of County Commissioners and a member of Young-At-Heart Senior Citizens Club. Of those six (6) members, one is a representative from the Lake and five (5) are representatives from the Valley. The two (2) Ex-Officio members shall be the Director of Community Services and the Community Services Manager.

MAJOR PROGRAMS OFFERED

- Meet the needs of seniors in the community by enhancing the living experience of the elderly and encouraging better health practices, so that seniors may continue to enjoy living in their own homes.
- Serve Douglas County by providing services to those citizens at risk in Medicaid, and all seniors who may benefit from senior programs.
- Provide Congregate Meals at the Douglas County Community & Senior Center, Indian Hills General Improvement District and Topaz Ranch Estates Community Center.
- In September 2025, an additional site for Congregate Meals was added at Kahle Community Center, serving seniors in the Tahoe Basin.
- Provide Home Delivered Meals to residents of Minden/Gardnerville, TRE, Indian Hills, Johnson Lane, Genoa, Foothills, Fish Springs, Ruhenstroth and Stateline areas.
- Provide homemaker services to clients in Minden/Gardnerville, TRE, Indian Hills, Johnson Lane and Stateline.
- Provide rides for congregate dining, personal appointments, medical and dental appointments to Valley Express (TTD) connection to Carson City, Stateline and Minden/Gardnerville, continue scheduled rides for medical, dental and grocery shopping within Douglas County.
- Provide DART Dial-A-Ride Senior Transportation in Carson Valley, Stateline, Glenbrook, Zephyr Cove, and Round Hill.
- Douglas Area Rural Transit (DART) provides public transportation in the Carson Valley with the DART Express fixed route.
- Oversee the Volunteer Service Program and Resistance Exercise programs.
- Life Option classes included Ceramics, Knitting and Card Playing.
- Continue Monday – Friday hourly Senior Walk session in both Community Center gymnasiums.
- Regular senior excursions for recreation and socialization including Broadway Comes to Reno shows, Reno Rodeo, Prison Tour, Twin Lakes Pontoon Boat Tour and more
- Partner with Young at Heart Bingo three days a week following congregate lunches and monthly for the community.
- Daily Card Playing.
- Wednesday Bridge Club.

- Bi-weekly ceramics classes.
- Holiday theme celebrations include Halloween Costume Contest, Pumpkin Decorating Contest, Ugly Sweater Contest, Ornament Exchange and others.
- Veterans Day Celebration.
- Monthly Birthday days and annual 90+ Birthday Celebration
- Organize and host the Active Living Health Fair for all residents.
- Parkinson's Support Group and fitness class.
- Resistance exercise classes three times per week.
- Partnered with the Community Health Nurse for Monthly blood pressure checks.
- Nutrition trainings to maintain Serve Safe certifications.
- AARP 55 Alive driving courses.
- 32,000+ congregate meals as of September 30, 2025
- 23,000+ Meals on Wheels as of September 30, 2025
- 1,600+ units of homemaker service as of September 30, 2025
- 12,000+ senior transportation rides as of September 30, 2025
- Social Services Grant orientations.
- HIPPA Training for staff.
- Elder Abuse Training for staff.
- Participate with TRIAD in Senior Education Seminars in the Valley and at the Lake
- Participate as an Aging and Disability Services Division regional partner.
- Staff Blood Borne Pathogen and CPR training.
- Caregiver Training.
- ADSD Grant Training.
- NDOT Grant Training.
- Senior Abuse Awareness Programs.
- Provide meeting space for community organizations serving seniors and senior programs.
- Publish and distribute over 1000+ monthly newsletters providing information on scheduled events, community partners and monthly menus.
- Active in TRIAD, Community Partnership and Transportation Boards.
- Collaborate with the Community Health Nurse/Social Services Monthly
- Present to Leadership Douglas County candidates.
- Coordinate with the Douglas County Community Services Foundation to sponsor DART transportation for students with Incredible Kids membership scholarships from Pau Wa Lu Middle School (PWLMS) to the Community Center for after school hours gym activities.

MAJOR ACCOMPLISHMENTS

- Completed 11 years of operation of the Senior Center in the Douglas County Community & Senior Center facility in Gardnerville.
- Assisted Young at Heart to provide more senior activities.
- Assisted Young at Heart in sponsoring bridge groups at the Douglas County Community & Senior Center.
- Purchased one new Home Delivered Meals vehicle and two new Homemaker Vehicles.

- Hired new Transportation Supervisor
- Purchased 2 new buses and 2 new transit vans to increase services through DART grants to expand service.
- Renewed ongoing annual partnership with Carson Valley Health with $25,000.00 sponsorship.
- Partnered with the Dangberg Home Ranch to provide senior lunch and served over 400 meals.
- Social Services Grant orientations and Transportation training.
- Partnered with Suicide Prevention for outreach programs for seniors.
- Douglas Area Rural Transit (DART) delivered an average of 1900 rides monthly and had delivered over 14,600 of September 30, 2025.
- Maintained Senior Resistance Exercise programs.
- Developed and provided a Senior Rock-Climbing Program
- Douglas County Volunteers logged approximately 35,000 hours in 2025, of which almost 21,000 were dedicated to Senior Services.
- Host an annual Volunteer Appreciation Celebration for all Community Services Volunteers, including Senior Services, Animal Services and Recreation volunteers.
- Worked with CHIP, COPE, SHIP representatives to educate clients one on one, and distribute Medicare drug prescription and related services.
- Good Neighbor Program
- Provided a connection service with the Tahoe Transportation District bus routes.
- Continued successful satellite Nutrition Programs including North County Nutrition Program with an average of 35 seniors, TRE with an average of 30 seniors and the new Kahle location with an average 40 seniors.
- Partnered with Douglas County Health for senior vaccinations.

The members of the 2025 Senior Services and Public Transit Advisory Board are as follows:

Chairman	Doug Sonnemann
Vice-Chairman	Andrea Rajeski
Council Member	Ann Carroll
Council Member	Antoinette Casselberry
Council Member	Dale Pelz
Council Member	Paul Osserman
Council Member	Vacant
Community Services Director	Brook Adie
Senior Services Manager	Amanda Reid

This report is respectfully submitted on behalf of the Senior Services and Public Transit Advisory Board.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Ernie Strehlow, Ed. D
Community Development Program Manager

- Vacation Home Rentals
- Code Enforcement

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DATE: December 30, 2025

TO: Douglas County Board of County Commissioners

FROM: Ernie Strehlow

SUBJECT: VHR Department Activities Report

2025 Program Performance Summary

Metric	2022 Baseline	2025 Year-End	Trend
Total Complaint Calls	159	49	**-69% Decrease**
Active VHR Units	~535 (July)	~550 (Dec)	**+3% Growth**
Budgeted VHR Goal	535	550	**+ 15 units**
Total Bedroom Inventory	2,011	1,788	**-11%**
Avg. Occupancy per Unit	8.45 persons	7.59 persons	**-10%**

Key Achievements & Insights

- **Policy Stability:** The Board of Commissioners finalized the "Code of Conduct" and other minor updates in December, signaling a transition from constant policy shifting to a period of "future review and stability."
- **Precision Enforcement:** The move to weekend and night patrols in Tahoe has been a game-changer. It didn't help catch violations but rather created an opportunity of problem avoidance due to proactive patrols. I also provided **data accuracy**. Identifying that some "VHR noise" originated from non-rental neighbors prevents unfair penalization of permit holders by having a firsthand witness.
- **Proactive vs. Reactive:** The partnership between the local code enforcement officer and emergency contacts has shifted the strategy toward addressing rental issues as they arise in real-time, effectively "waiting for the call" less and preventing more issues.
- **Seasonal Success:** Despite the summer being a peak period, complaints remained in the single digits for most months, proving that having dedicated resources on the ground during high-traffic times is effective.

Observations for the Board

While complaints are at an all-time low, the program ended the year with **550 units**, which is slightly above the budgeted projection of 535. This modest increase in rentals, paired with the massive drop in complaints, suggests that the current inventory is being managed more responsibly than in previous years.

Adding these data points to the 2022 vs. 2025 comparison reveals a clear trend: while the total number of VHR units has recently increased slightly, the **density** of those rentals—in terms of both physical space and the number of guests—has decreased.

This "downsizing" of rental intensity has likely contributed directly to the 69% drop in noise and parking complaints.

Douglas County VHR Advisory Board

January 24, 2024

VHR Advisory Board **Dates and Agenda Items**	**DECISION**
February 26, 2025: ALL PRESENT	
For Possible Action: Discussion on the election of the Chair and Vice Chair of the Douglas County Vacation Home Rental Advisory Board in compliance with the VHR Advisory Board Bylaws and Douglas County Code 20.622.060(A)(6). Motion: Patti Graf motioned to elect Keith Byer as Chair.	**RESULT: APPROVED [5-0]** Mover: Patti Graf Seconder: Lauren Romain
For Possible Action: Discussion on the election of the Chair and Vice Chair of the Douglas County Vacation Home Rental Advisory Board in compliance with the VHR Advisory Board Bylaws and Douglas County Code 20.622.060(A)(6). Motion: Keith Byer motioned to elect Lauren Romain as Vice Chair.	**RESULT: APPROVED [5-0]** Mover: Keith Byer Seconder: Patti Graf

For Possible Action: Discussion on an appeal filed by Kiran Tallam, owner of 377 Maryanne Dr., Stateline, NV 89449 (APN: 1319-18-312-005), VHR Permit DSTR1377P, contesting the revocation of the VHR permit, Code Enforcement Case Number 24-000515. Motion to uphold revocation made by Mickie Hempler.	**RESULT: APPROVED [5-0]** Mover: Mickie Hempler Seconder: Glenn Wolfson
For Discussion Only: Discussion on potential goals and objectives to frame future agenda items. Board Member discussion on the path forward regarding possible discussion and action items.	**DISCUSSION ONLY**

VHR Advisory Board **Dates and Agenda Items**	**DECISION**
April 9, 2025: (Patti Graf, Absent)	
For Possible Action: Discussion on an appeal filed by L'Amoreaux Revocable Trust (Kristina L'Amoreaux), owner of 429 Barrett, Stateline, NV 89449 (APN: 1319-18-310-013), contesting the fine of $5000 for operating a VHR without a permit, Code Enforcement Case Number 25-000041. Mickie Hempler moved to uphold the fine and violation.	**RESULT: APPROVED [4-0]** Mover: Mickie Hempler Seconder: Glenn Wolfson
For Possible Action: Discussion on an appeal filed by the Sweetland Revocable Trust (Jenny Sweetland), owner of 996 Skyland Drive, Zephyr Cove, NV 89448 (APN: 1318-03-212-002), contesting the fine of $1000 for VHR parking violations for VHR permit DSTR1272P, Code Enforcement Case Number 25-000065. Keith Byer moved to uphold the fine and violation.	**RESULT: APPROVED [3-1]** Mover: Keith Byer Seconder: Mickie Hempler

For Possible Action: Discussion of an appeal filed by Lance Evander, owner of 702 Bonnie Dr., Stateline, NV (APN: 1319-19-714-005), contesting the fine of $2,500 for operating VHR permit DSTR0844P without meeting fire and life safety requirements, and for submitting false information during the VHR permit process, Code Enforcement Case Number 25-000059. Mickie Hempler moved to uphold the fine and violation.	**RESULT: APPROVED [4-0]** Mover: Mickie Hempler Seconder: Keith Byer

VHR Advisory Board **Dates and Agenda Items**	**DECISION**
June 11, 2025 (Glenn Wolfson absent)	
For Possible Action: Discussion on possible changes to Chapter 20.622 of the Douglas County Code, the Lake Tahoe Vacation Home Rental (VHR) Ordinance, including but not limited to: adding a code of conduct for VHR renters; revising restrictions on VHRs in residential communities north of Cave Rock State Park; amending insurance requirements; amending regulations regarding waitlists and renewal applications; revising requirements on when owners must hire local, licensed property managers; and amending certain penalties and procedures for violations.	**DISCUSSION ONLY**

VHR Advisory Board **Dates and Agenda Items**	**DECISION**
June 25, 2025 (Patti Graf absent)	
For Possible Action: Discussion on an appeal filed by Richard Norton and Deborah Morgan, owners of 115 Cypress Way, Stateline, NV 89449 (APN: 1318-26-514-006), contesting the fine of $500 for VHR code violations, Code Enforcement Case Number 25-000131. Lauren Romain moved to uphold the fine and violation.	**RESULT: APPROVED [3-1]** Mover: Lauren Romain Seconder: Mickie Hempler
For Possible Action: Discussion on possible changes to Chapter 20.622 of the Douglas County Code, the Lake Tahoe Vacation Home Rental (VHR) Ordinance, including but not limited to: adding a code of conduct for VHR renters; revising restrictions on VHRs in residential communities north of Cave Rock State Park; amending insurance requirements; amending regulations regarding waitlists and renewal applications; revising requirements on when owners must hire local, licensed property managers; and amending certain penalties and procedures for violations. Mickie Hempler moved to proceed with suggestions to BOCC.	**RESULT: APPROVED [4-0]** Mover: Mickie Hempler Seconder: Glenn Wolfson

VHR Advisory Board **Dates and Agenda Items**	**DECISION**
July 22, 2025 (Patti Graf absent)	
For Possible Action: Discussion on possible changes to Chapter 20.622 of the Douglas County Code, the Lake Tahoe Vacation Home Rental (VHR) Ordinance, including but not limited to: adding a code of conduct for VHR renters; revising restrictions on VHRs in residential communities north of Cave Rock State Park; amending insurance requirements; amending regulations regarding waitlists and renewal applications; revising requirements on when owners must hire local, licensed property managers; and amending certain penalties and procedures for violations. Motion made by Mickie Hempler to accept changes.	**RESULT: APPROVED [3-1]** Mover: Mickie Hempler Seconder: Lauren Romain

VHR Advisory Board **Dates and Agenda Items**	**DECISION**
September 24, 2025 (All Present – Patti Graf no longer a member)	
For Possible Action: Discussion on an appeal filed by 342 Maryanne LLC (Todd Lessor), owner of 342 Maryanne Drive, Stateline, NV 89449 (APN: 1319-18-413-003), VHR Permit DSTR1374P, contesting the revocation of the VHR permit, Code Enforcement Case Number 2025-CE-CASE-VHR-0003. Motion made by Mickie Hempler to uphold revocation.	**RESULT: APPROVED [3-0]** Mover: Mickie Hempler Seconder: Glenn Wolfson Abstained: Lauren Romain
For Possible Action: Discussion on an appeal filed by Bogdan and Roxana Dumitrescu, owners of 380 Andria Drive, Stateline, NV 89449 (APN: 1319-18-310-011), VHR Permit DSTR0757P, contesting the revocation of the VHR permit, Code Enforcement Case Number 2025-CE-CASE-VHR-0008. Motion made by Mickie Hempler to uphold revocation.	**RESULT: APPROVED [3-1]** Mover: Mickie Hempler Seconder: Lauren Romain

Summary:

Here is a structured breakdown of the Board's 2025 actions:

1. Leadership & Governance

The year began with the establishment of stable leadership during the **February 26** meeting:

- **Chair:** Keith Byer (Elected 5-0)
- **Vice Chair:** Lauren Romain (Elected 5-0)
- *Note:* Membership shifted in September 2025 following the departure of Patti Graf.

2. Enforcement & Appeals Summary

The Board showed a consistent "tough on violations" stance, upholding staff decisions in every recorded appeal. This likely contributed to the drop in "illegal rentals" and improved code compliance you observed.

Date	Property / Case	Issue	Action Taken
Feb 26	377 Maryanne Dr.	Permit Revocation	**Upheld** (5-0)
Apr 9	429 Barrett	Operating without permit ($5k fine)	**Upheld** (4-0)
Apr 9	996 Skyland Dr.	Parking Violations ($1k fine)	**Upheld** (3-1)
Apr 9	702 Bonnie Dr.	Fire Safety / False Info ($2.5k fine)	**Upheld** (4-0)
June 25	115 Cypress Way	General Code Violations ($500 fine)	**Upheld** (3-1)
Sept 24	342 Maryanne Dr.	Permit Revocation	**Upheld** (3-0)
Sept 24	380 Andria Dr.	Permit Revocation	**Upheld** (3-1)

3. Legislative Progress (Chapter 20.622)

The Board spent the summer months meticulously vetting the "Code of Conduct" and other ordinance changes that were ultimately approved by the Board of Commissioners in December.

- **June 11:** Initial deep-dive discussion on Code of Conduct, insurance, and property manager requirements.
- **June 25:** Formal recommendation to proceed with suggestions to the BOCC (Approved 4-0).
- **July 22:** Final approval of the proposed changes (Approved 3-1).

Synthesis: The "Why" Behind the 2025 Success

Previously mentioned that complaints dropped to single digits and illegal rentals were addressed real-time. This Board data explains **how** that happened:

1. **Deterrence:** By upholding heavy fines ($5,000 for unpermitted rentals) and revocations, the Board sent a clear message that non-compliance is costly.

2. **Safety Focus:** The Bonnie Dr. case highlights a strict adherence to fire and life safety, contributing to the overall program stability.
3. **Proactive Policy:** Rather than just reacting to cases, the Board spent three consecutive months (June–July) refining the **Code of Conduct**, which was a primary reason for the "reprieve" and stability found by year-end

COMMUNITY DEVELOPMENT

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Tom Dallaire, P.E., CFM
Director

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website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement Division
Vacation Home Rental Division
Stormwater Division
Economic Vitality Division

MEMORANDUM

DATE: December 19, 2025

TO: Douglas County Water Conveyance Advisory Committee

FROM: Jeremy Hutchings, County Engineer

SUBJECT: 2025 Activities Report

I. Overview

The Douglas County Water Conveyance Committee held 5 meetings during calendar year 2025. The Committee reviewed the potential impact of proposed development on the water conveyance system and made recommendations. Figure 1 summarizes the Water Conveyance Advisory Committee agendas and actions during 2025.

The Water Conveyance Advisory Committee should review the 2025 Activities Report and provide any applicable direction to staff on changes prior to forwarding the report to the Board of Commissioners.

II. Recommended Motion

- Accept the Water Conveyance Advisory Committee 2025 Activities Report and forward it to the Board of Commissioners.

Figure 1
Water Conveyance Advisory Committee
2025 Activities Report

Meeting Date	Agenda Item Description	Decision
January 6, 2025	1. Discussion and possible action to approve with conditions, continue until corrected or deny the General Development Application DP 24-0249 for Drayton Boulevard road improvements which may impact irrigation facilities. The project seeks to construct approximately 850 Feet of Drayton Boulevard as a local road connecting Rubio Way to Acorn Way and Sweetwater Drive. The project is located in the Gardnerville Ranchos area just north and west of the Bing Pit. The work is proposed to be located within existing public road right of way. The applicant is Douglas County and the project is being represented by Barbra Resnik, PE. 2. For possible action. Discussion and possible action to approve with conditions, continue until corrected or deny the General Development Application DP 24-0213 for Muller Parkway road improvements which may impact irrigation facilities. The project seeks to construct two lanes of Muller Parkway, approximately 3.2 Miles in length, and generally located between Toler Lane and Heybourne Road. This application considers the road work located north of the project commonly referred to as Ashland Park Subdivision (APN: 1320-34-002-054) connecting to where Muller Parkway is currently built in Minden. The work is generally located within an existing road right of way but also includes encroachments onto the parcels listed in the table below.	#1 - Continued to February 3rd. 5-0 #2 - recommend we take no action; 5-0
February 3, 2025	No agendized items	
March 3, 2025	No agendized items	
April 7, 2025	No agendized items	

May 5, 2025	1. **For discussion only**. Discussion on activities by the Douglas County Stormwater Department related to irrigation facilities. (Courtney Walker) 2. **For possible action**. Discussion and possible action to approve with conditions, continue until corrected or deny the General Development Application DP 25-0023 for Muller Parkway – Phase 3 road improvements which may impact irrigation facilities. The project seeks to construct two lanes of Muller Parkway, approximately 0.5 Miles in length north of Toler Lane, adjacent to the project commonly referred to as Ashland Park Subdivision (APN: 1320-34-002-054). The applicant is Douglas County, and the project is being represented by the County Engineer, Jeremy Hutchings, PE. (Jeremy Hutchings)	Presentation held. Move to approve the adjustments to that box culvert according to the plans that we've got in front of us. 4-0; 1 absent
June 2, 2025	No agendized items	
July 7, 2025	No agendized items	
August 4, 2025	No agendized items	
September 8, 2025	1. **For Possible Action**. Discussion to approve, deny, or continue consideration of an irrigation plan (DP 25-0139) for the property located at 2232 Heybourne Road, APN: 1320-08-401-005. The associated development application seeks a site improvement permit to construct a new driveway access to Heybourne Road across the Heybourne Ditch, which may impact irrigation facilities. The applicant is proposing to install an 8-foot wide by 4-foot-tall reinforced concrete box culvert in the ditch. The property owner is SJR, LLC (Stan Silva), and the owner's representative is Robert O. Anderson, PE of Wilson Engineers. (Jeremy J. Hutchings, PE).	Move to table this item until October 6th at 4 p.m. in this room. 5-0

October 6, 2025	1. For Possible Action. Discussion to approve, deny, or continue consideration of an irrigation plan (DP 25-0139) for the property located at 2232 Heybourne Road, Minden, NV, APN: 1320-08-401-005. The associated development application seeks a site improvement permit to construct a new driveway access to Heybourne Road across the Heybourne Ditch, which may impact irrigation facilities. The applicant is proposing to install an 8-foot wide by 4-foot-tall box culvert in the Heybourne Ditch. The property owner is SJR, LLC (Stan Silva), and the owner's representative and applicant is Robert O. Anderson, PE, CFM, WRS, of Wilson Engineers, LLC. (Jeremy J. Hutchings, PE). 2. For possible action. Discussion to approve with conditions, deny, or continue consideration of an irrigation plan (DP 25-0137) for the property located at 2155 Meridian Blvd, Minden, NV, APN: 1320-17-110-002. The associated development application seeks a site improvement permit to construct a new driveway access to Heybourne Road across the Heybourne Ditch, which may impact irrigation facilities. The applicant is proposing to install an 8-foot wide by 4-foot-tall box culvert in the Heybourne Ditch. The Property owner is American AVK Company, and the owner's representative and applicant is Robert O. Anderson, PE, CFM, WRS, with Wilson Engineers, LLC. (Jeremy J. Hutchings, PE).	#1 -Approve the project as presented with the conditions from the Allerman Upper Virginia Company about headwalls on the new culvert and the existing one second 5-0 #2 - move that we approve the application as proposed, with the staff recommendations 4C to include the language culvert shall include headwalls per Allerman Upper Virginia Irrigation Company standards that were discussed at their meeting with Wilson Engineering and no footwall on the downstream side.
November 3, 2025	No agendized items.	

December 1, 2025	1. 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. (Wendy Lang, Assistant County Manager, Jeremy Hutchings, County Engineer, and Courtney Walker, Stormwater Program Manager) **Frank Godecke:** I would move that in lieu of the fact that, and I think we need to reiterate, the point that Charlie made is we should possibly as county, look into impact fees on construction. Um, and if we don't have the ability to do that, to lobby the legislature at their next legislative session to try to get that in included, because I think any new construction in the valley should bear a pretty good brunt of some of the stormwater funding in this county and, uh, how much that's going to how much that's going to be, I don't know, but I think that's something that, uh, you know, among our comments should be made abundantly clear as to being a fairly high priority on that is to get some impact fees in addition to your utility fee. **Fred Stodieck:** Second. **Charlie Hone:** Okay. All those in favor of all of that? **AJ Hames:** Well. Before you vote, I understood the motion to be to forward your comments to the board, including your final comment that wasn't made previously, but all of your comments would be provided to the board. **Charlie Hone:** Yes.	#1 – See comments under item. 4-0; 1 absent.

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through January 15, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through January 15, 2026, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:
Pursuant to Nevada Revised Statutes 251.030, County Comptrollers are required to report to the Board of County Commissioners, at each regular board meeting, the condition of each fund in the treasury. The attached Cash Report reflects the cash balances currently recorded in the County's general ledger, or official accounting record. Actual general ledger cash balances may differ from reported cash balances due to timing differences of general ledger entries.

ATTACHMENTS:
Cash Report as of Jan 15, 2026.pdf

Douglas County, Nevada Cash Report

From Date: 1/1/2026 - To Date: 1/15/2026

Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$21,761,484.58	$1,672,967.76	1	$23,434,452.34
201	Stabilization Fund	$1,711,537.28	$3,947.69		$1,715,484.97
202	Nv Cooperative Extension	$807,486.24	($124,026.36)		$683,459.88
208	Cash Trust	$836,595.79	$3,074.75		$839,670.54
211	Solid Waste Mgmt.	$3,727,972.19	$48,205.20		$3,776,177.39
212	Landscape Maintenance Districts	$7,008.43	$3,240.58		$10,249.01
215	Assistance To Indigents	$1,661,724.28	$251,705.33		$1,913,429.61
216	Social Services	$1,538,912.46	($302,330.37)		$1,236,582.09
217	One Nevada (Opioid Settlement)	$1,459,854.68	($8,338.74)		$1,451,515.94
220	PALS Sales Tax Fund	$0.00	$0.00		$0.00
222	Law Library	$72,443.90	$1,503.01		$73,946.91
224	Library	$1,203,053.20	($210,448.19)		$992,605.01
232	Road Operating	$2,193,830.07	($129,259.01)		$2,064,571.06
234	Room Tax	$4,975,536.85	($676,566.72)		$4,298,970.13
235	Library Gift Fund	$151,698.11	$684.19		$152,382.30
236	Tahoe-Douglas Trans.Dist.	$4,953,479.69	$44,641.25		$4,998,120.94
240	Justice Ct. Admin. Assess	$1,550,097.58	$19,147.11		$1,569,244.69
242	China Spring Youth Camp	$947,994.01	($424,863.47)		$523,130.54
245	Stormwater Management	$1,055,851.27	($417,123.12)		$638,728.15
246	Flood Litigation Settlement Fund	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,830,374.06	($30,390.83)		$1,799,983.23
256	911 Surcharge	$460,488.31	$17,545.82		$478,034.13
260	Senior Services Program	$3,127,360.43	($213,977.16)		$2,913,383.27
297	Restricted Accounts Fund	$3,934,089.64	$111,699.39		$4,045,789.03
309	Risk Management	$5,954,768.19	$1,092,571.81	2	$7,047,340.00
310	Self Ins.Dental Insurance	$803,904.97	$25,404.12		$829,309.09
313	Motor Pool/Vehicle Maint	$1,797,272.31	($149,862.52)		$1,647,409.79
324	Regional Water Fund	$2,612,924.49	($24,769.31)		$2,588,155.18
325	Sewer Utility	$11,043,491.26	($193,303.59)		$10,850,187.67
328	Douglas County Water Utility	$23,793,726.58	($740,613.05)		$23,053,113.53
360	Airport Enterprise Fund	$2,372,264.14	$153,510.15		$2,525,774.29
361	Stormwater Enterprise Fund	$0.00	$400,000.00		$400,000.00
401	Extraordinary Maintenance	$3,205,472.23	$4,772.22		$3,210,244.45
405	Ad Val Capital Projects	$1,440,954.51	$45,351.06		$1,486,305.57
410	County Construction	$7,785,142.32	$911,745.19		$8,696,887.51
420	Park Resident.Const.Tax	$995,331.77	$2,941.07		$998,272.84
430	Regional Transportation	$12,218,330.73	$137,522.81		$12,355,853.54
440	Capital Projects-Debt Financed	$44,070,482.61	($486,183.16)		$43,584,299.45
541	Debt Service	$1,870,556.22	$455,763.44		$2,326,319.66
600	Dc Redevelopment Area 2-Admin.	$1,473,140.24	$501,026.60		$1,974,166.84
601	Dc Redevl. Area 2-Cap. Projects	$28,264.87	$65.20		$28,330.07
606	Dc Redevel.-Cap.Projects	$2,730,494.40	$6,304.14		$2,736,798.54
610	Gardnerville Town	$1,779,248.61	$172,462.17		$1,951,710.78
611	Gardnerville Trash	$1,001,061.30	($30,851.05)		$970,210.25
614	Gardnerville Ad Val Cap Proj	$94,488.77	$18,929.60		$113,418.37
620	Genoa Town	$743,090.67	$12,205.30		$755,295.97
622	Genoa Ad Val Cap Projects	$60,550.83	$804.28		$61,355.11
624	Genoa Construction Res	$44,206.98	$101.96		$44,308.94
630	Minden Town	$1,413,205.26	$202,795.62		$1,616,000.88
631	Minden Ad Val Cap Project	$233,919.29	$18,535.43		$252,454.72
635	Minden Trash	$554,030.58	$38,320.34		$592,350.92
636	Minden Cap.Equip./Constr.	$3,134,292.03	$7,238.72		$3,141,530.75
639	Minden Wholesale Water Utility	$7,533,533.12	($43,030.09)		$7,490,503.03
640	Minden Town Water	$12,115,085.04	$65,997.94		$12,181,082.98
710	School District	$2,058,723.51	$2,077,757.56		$4,136,481.07
720	School Dist. Debt	$268,825.81	$562,644.26		$831,470.07

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
804	Carson Water Sub	$48,982.84	$118,367.47		$167,350.31
806	Cave Rock	$8,180.39	$14,995.71		$23,176.10
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$751,401.12	$1,824,481.57		$2,575,882.69
810	Elk Point Sanitation	$292.03	$436.31		$728.34
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$65,591.02	$203,717.22		$269,308.24
813	Genoa Lakes District	$254,193.76	$258.44		$254,452.20
814	Indian Hill	$52,215.43	$198,050.66		$250,266.09
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$61,630.13	$187,612.14		$249,242.27
822	Lakeridge	$2,049.10	$4,445.19		$6,494.29
823	Legal Services	$10,805.04	$2,294.00		$13,099.04
824	Logan Creek	$2,091.81	$19,197.01		$21,288.82
826	Mgsd	$35,553.88	$91,300.72		$126,854.60
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$31,463.88	$9,995.21		$41,459.09
832	Round Hill GID	$29,649.67	$27,416.01		$57,065.68
834	Sierra Estates	$703.50	$4,421.96		$5,125.46
836	Skyland	$5,616.26	$11,492.17		$17,108.43
838	Tahoe Douglas Sanitation	$19,015.38	$27,876.24		$46,891.62
839	Tahoe Douglas Fire	$635,326.76	$976,505.85		$1,611,832.61
840	Topaz Estates	$14,092.97	$34,414.22		$48,507.19
842	Zephyr Cove	$3,106.55	$2,387.90		$5,494.45
844	Zephyr Heights	$7,370.30	$19,321.92		$26,692.22
846	Zephyr Knolls	$4,000.91	$7,829.88		$11,830.79
847	Ef Swim Pool Dist Oper	$206,652.52	$484,300.39		$690,952.91
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$1,570,652.55	$2,302,452.84		$3,873,105.39
852	T-D VISITORS AUTHORITY	$0.00	$0.00		$0.00
853	Western NV Reg.Youth Fac.	$0.00	$0.00		$0.00
855	Inmate Commissary Fund	$85,600.24	($938.67)		$84,661.57
856	Inmates Trust	$20,654.00	$743.58		$21,397.58
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$107,189.20	$0.00		$107,189.20
866	Public Guardian	$1,641,701.89	$0.00		$1,641,701.89
867	Public Administrator	$2,439,781.43	$0.00		$2,439,781.43
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$47,636.70	$120,242.43		$167,879.13
890	State Of Nevada	$4,395,776.23	($2,427,637.96)		$1,968,138.27
892	Department Of Wildlife	$5,921.11	$0.00		$5,921.11
894	Range Improvements	$0.00	$0.00		$0.00
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 100 Funds		$227,840,763.89	$9,153,176.74		$236,993,940.63

Notes

1 General Fund Revenue Collections
2 Risk Management Cost Allocations

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to adopt **Resolution 2026R-001** augmenting the Fiscal Year 2025-26 budget in various funds by $3,672,859. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Adopt Resolution 2026R-001 augmenting the Fiscal Year 2025-26 budget in various funds by $3,672,859 as presented.

FINANCIAL IMPACT:
The overall expenditure authority of the County is increasing from greater-than-anticipated adjusted opening fund balances in the following funds: Town of Minden Fund, Minden Ad Valorem Capital Projects Fund, Minden Capital Equipment / Construction Fund, Minden Trash Fund, Minden Town Water Fund, from greater-than-anticipated revenues in the Stormwater Management Fund, and greater-than-anticipated revenues and capital projects fund reserves in the Regional Transportation Fund.

BACKGROUND:

NRS 354.598005 provides guidelines to local governments to augment, or increase, budgets when resources are greater than those that were previously estimated. As defined in NRS 354.493, a budget augmentation is a "procedure for increasing the appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations." At the time of budget adoption, Finance Department staff estimates the beginning fund balance available to start the new fiscal year. When the audit of that year's financial statements is completed, there are sometimes more funds available than was projected during the budget process. The surplus is available to increase the current year's budget, which is considered an augmentation, for such things as already approved purchase orders and projects from the prior fiscal year, amending the opening fund balance based on prior year results, and for one-time critical projects.

This agenda item requests to augment (increase) expenditures per NRS 354 and County Policy 300.20 Budget Augmentation and Transfer. NAC 354.410 specifies that available resources for budget augments are: (a) An opening balance which is larger than anticipated; (b) Revenues in excess of those budgeted; (c) Revenues generated from previously unbudgeted sources; or (d) An unappropriated ending fund balance of a fund for capital projects. The Financial Impact section details the available resources.

This budget augment request increases the overall expenditure authority of the County by $3,672,859 as follows.

The Town of Minden Fund 630 by $213,772, the Minden Ad Valorem Capital Projects Fund 631 by $48,988, the Minden Capital Equipment / Construction Fund 636 by $81,203, the Minden Trash Fund 635 by $134,747, and the Minden Town Water Fund 640 by $2,025,705 from greater-than-anticipated opening fund balances.

The Stormwater Management Fund by $50,000 from the Tahoe Regional Planning Agency greater-than-anticipated opening fund balances.

The Regional Transportation Fund 430 by $632,227 from greater-than-anticipated opening fund balance and the Capital Projects-Debt Financed Fund 440 by $486,217 from greater-than-anticipated opening fund balances and capital reserves. Each of these amounts reflects interest earned on funds designated for the construction of Muller Parkway and the Justice Center.

Per NRS 354.598005 the County has published notice in the newspaper of $894,987, which represents augmentations to Minden Town Fund 630 of $213,772, Minden Ad Valorem Capital Projects Fund 631 of $48,988, and Regional Transportation Fund 430 of $632,227. These funds receive property taxes and augments to these funds are required to be published before adoption.

ATTACHMENTS:
Resolution 2026R-001.pdf

RESOLUTION NUMBER 2026R-001

RESOLUTION AUGMENTING THE TOWN OF MINDEN FUND, MINDEN AD VALOREM CAPITAL PROJECTS FUND, MINDEN CAPITAL EQUIPMENT / CONSTRUCTION FUND, MINDEN TRASH FUND, MINDEN TOWN WATER FUND, STORMWATER MANAGEMENT FUND, REGIONAL TRANSPORTATION, AND CAPITAL PROJECTS-DEBT FINANCED FUND.
2025 - 2026 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: 20R06 Muller Pkwy New Road Design/Construction
23B01.0104 Justice Center - Construction

Revenue/Reserves			
	630-000 301.000	Opening Fund Balance (Unassigned)	213,772
	631-000 301.000	Opening Fund Balance (Unassigned)	48,988
	635-000 301.200	Operating Reserves - Beginning	29,000
	635-000 301.250	Capital Res.-Beg.	105,747
	636-000 301.000	Opening Fund Balance (Unassigned)	81,203
	640-000 301.200	Operating Reserves - Beginning	20,000
	640-000 301.250	Capital Res.-Beg.	2,005,705
	245-000 360.610	Settlements	50,000
	430-000 301.000	Opening Fund Balance (Unassigned)	632,227
	440-000 301.100	Opening Fund Reserves	228,698
	440-715 699.000	Ending Fund Balance	257,519
		TOTAL REVENUES	3,672,859
Expenditures			
	630-915 532.091	Signs	1,500
	630-916 520.198	Recycling Expense	3,272
	630-916 521.100	Professional Services	10,000
	630-916 531.006	Chemicals	5,000
	630-916 520.118	Veh.Maint-Outside Repairs	3,000
	630-917 532.015	Maint & Repair	3,000
	630-917 532.028	Uniforms	2,000
	631-738 625.103	Appropriated Reserve	48,988
	635-912 511.167	Vacation Payout	9,000
	635-912 520.118	Veh.Maint-Outside Repairs	10,000
	635-912 532.028	Uniforms	3,000
	635-912 533.802	Small Equipment	5,000
	635-912 533.806	Software	2,000
	635-912 625.250	Capital Impr. Reserves	105,747
	636-918 625.103	Appropriated Reserve	267,203
	640-913 532.001	Operating Supplies	2,000
	640-913 520.120	Lab Testing	4,000
	640-913 521.100	Professional Services	10,000
	640-913 532.028	Uniforms	2,000
	640-913 533.806	Software	2,000
	640-913 625.250	Capital Impr. Reserves	2,005,705
	245-816 532.118	Major Repair and Maintenance	50,000
20R06	430-421 562.000	Capital Projects	632,227
23B01	440-715 562.000	Capital Projects	486,217
		TOTAL EXPENDITURES	3,672,859
Transfers			
	636-000 392.000	Transfers In	186,000
	630-917 618.700	Transfers Out	(186,000)
			-

NOW, THEREFORE, BE IT RESOLVED THAT the 2025 - 2026 Fiscal Year budget is herein amended.

Adopted this 19 day of February, 2026 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☑ Adjusted Opening Fund Balance (AOFB) ☐ Greater Than Anticipated Revenues ☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date 12/24/25 **Requested By** Marcie Schurke

Fiscal Year FY25-26 **Fund/Dept:** Fund 630

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Opening Fund Balance	630-000 301.000		213,772	
2	Signs	630-915 532.091			1,500
3	Recycling Expense	630-916 520.198			3,272
4	Professional Services	630-916 532.015	521.100 correct g/l		10,000
5	Chemicals	630-916 531.006			5,000
	Veh.Maint-Outside Reapirs	630-916 520.118			3,000
6	Maint & Repair	630-917 532.015			3,000
7	Uniforms	630-917 532.028			2,000
8	Transfer Out	630-917 618.700			186,000
9					
10					
11					
12					
13					
14					
			Total	213,772	213,772

Purpose: Adjust opening fund balance based on FY25 year end balances. Adjusting current operating budget as needed based on larger than anticipated costs. Remaining amount is a transfer out to the Town's Capital Equip/Const Fund for future projects.

* A project number is required for all Capital Projects

Department Head Name JD Friday **Signature**

Finance Use Only

	IRC Approval		BOCC Approval	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☑ Adjusted Opening Fund Balance (AOFB) ☐ Greater Than Anticipated Revenues ☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date 12/24/25 **Requested By** Marcie Schurke

Fiscal Year FY25-26 **Fund/Dept:** 631-738

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Opening Fund Balance	631-000 301.000		48,988	
2	Appropriated Reserve	631-738 625.103			48,988
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
			Total	48,988	48,988

Purpose: Adjust opening fund balance based on FY25 year end balances

* A project number is required for all Capital Projects

Department Head Name JD Frisby **Signature**

Finance Use Only

	IRC Approval		BOCC Approval	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☑ Adjusted Opening Fund Balance (AOFB) ☐ Greater Than Anticipated Revenues ☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date 12/24/25 **Requested By** Marcie Schurke

Fiscal Year FY25-26 **Fund/Dept:** 636-918

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Opening Fund Balance	636-000 301.000		81,203	
2	Transfer In	636-000 392.000		186,000	
3	Appropriated Reserve	636-918 625.103			267,203
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
			Total	267,203	267,203

Purpose: Adjust opening fund balance based on FY25 year end balances. Transfer in from the Minden General Fund for future projects.

* A project number is required for all Capital Projects

Department Head Name JD Frisby **Signature**

Finance Use Only

	IRC Approval		BOCC Approval	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☑ Adjusted Opening Fund Balance (AOFB) ☐ Greater Than Anticipated Revenues ☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date 12/24/25 **Requested By** Marcie Schurke

Fiscal Year FY25-26 **Fund/Dept:** 635-912

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Operating Reserves-Beg	635-000 301.200		29,000	
2	Capital Res-Beg	635-000 301.250		105,747	
3	Vacation Payout	635-912 511.167			9,000
4	Veh.Maint-Outside Repairs	635-912 520.118			10,000
5	Uniforms	635-912 532.028			3,000
6	Small Equipment	635-912 533.802			5,000
7	Software	635-912 533.806			2,000
8	Capital Impr. Reserves	635-912 625.250			105,747
9					
10					
11					
12					
13					
14					
			Total	134,747	134,747

Purpose: Adjust opening fund balance based on FY25 year end balances. Adding budget to services and supplies to cover unanticipated expenses.

* A project number is required for all Capital Projects

Department Head Name JD Friday **Signature**

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☑ Adjusted Opening Fund Balance (AOFB) ☐ Greater Than Anticipated Revenues ☐ Grant - STOP - use the Grant Forms Packet ☐ Capital Projects Fund Reserves

Request Date 12/24/25 **Requested By** Marcie Schurke

Fiscal Year FY25-26 **Fund/Dept:** 640-913

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Operating Reserves-Beg	640-000 301.200		20,000	
2	Capital Reserves-Beg	640-000 301.250		2,005,705	
3	Operating Supplies	640-913 532.001			2,000
4	Lab Testing	640-913 520.120			4,000
5	Professional Services	640-913 521.100			10,000
6	Uniforms	640-913 532.028			2,000
7	Software	640-913 533.806			2,000
8	Capital Impr. Reserves	640-913 625.250			2,005,705
9					
10					
11					
12					
13					
14					
			Total	2,025,705	2,025,705

Purpose: Adjust opening fund balance based on FY25 year end balances. Adding budget to services and supplies to cover unanticipated expenses.

* A project number is required for all Capital Projects

Department Head Name _____ **Signature** _____

Finance Use Only

	IRC Approval		BOCC Approval	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# JD Friday **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds:
- ☐ Adjusted Opening Fund Balance (AOFB)
- ☑ Greater Than Anticipated Revenues
- ☐ Grant - STOP - use the Grant Forms Packet
- ☐ Internal Svc/Enterprise/Capital Projects Fund Reserves

Request Date 12/2/25 **Requested By** Stormwater Management

Fiscal Year FY25-26 **Fund/Dept:** 245-816 Erosion Control / TRPA

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Settlements	245-000 360.610		50,000	
2	Major Repair and Maintenance	245-816 532.118			50,000
3					
4	#N/A				
5	#N/A				
6	#N/A				
7	#N/A				
8	#N/A				
9	#N/A				
10	#N/A				
11	#N/A				
12	#N/A				
13	#N/A				
14	#N/A				
			Total	50,000	50,000

Purpose: Receipt of TRPA fine of $50,000 from Barton - Tahoe Regional Planning Agency Settlement.

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

Department Head Name Thomas Dallaire **Signature**

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds:
- ☐ Adjusted Opening Fund Balance (AOFB)
- ☑ Greater Than Anticipated Revenues
- ☐ Grant - STOP - use the Grant Forms Packet
- ☑ Internal Svc/Enterprise/Capital Projects Fund Reserves

Request Date 1/26/26 **Requested By** Caroline Chieffo

Fiscal Year FY25-26 **Fund/Dept:** 430-421 and 440-817

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Opening Fund Reserves	430-000 301.100		632,227	
2	Capital Projects	430-421 562.000	20R06		632,227
3	Opening Fund Reserves	440-000 301.100		228,698	
4	Capital Projects	440-715 562.000	23B01.0104		486,217
5	Ending Fund Balance	440-715 699.000			(257,519)
6	#N/A				
7	#N/A				
8	#N/A				
9	#N/A				
10	#N/A				
11	#N/A				
12	#N/A				
13	#N/A				
14	#N/A				
			Total	860,925	860,925

Purpose: Increase project budgets by interest earned in FY2024-25 for Muller Pkwy (20R06) and Justice Center (23B01.0104) projects. Project funds were put into separate LGIP accounts specifically for the projects.

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

Department Head Name _____ **Signature** _____

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $584,889.30 purchase order with Sierra Electronics for site equipment needed for the Public Safety Radio Upgrade Project. (Kara Easton, Director of Emergency Management)

RECOMMENDED MOTION:
Approve a $584,889.30 purchase order with Sierra Electronics for site equipment needed for the Public Safety Radio Upgrade Project.

FINANCIAL IMPACT:
Project 22Z29.22. This purchase is exempt from bidding per NRS 332.115(s).

BACKGROUND:
A part of Phase 1 of the Public Safety Radio Upgrade project is to replace equipment at each radio site on the existing radio system. This purchase will complete the upgrade of all radio equipment at all Douglas County radio sites. This purchase was reviewed and authorized by the Public Safety Radio System Executive Group, which consists of Chief Ernst (East Fork), Chief Lindgren (Tahoe Douglas), Sheriff Coverley (DCSO), Kathy Lewis, and Kara Easton.
The County is using Zetron because it has been tested and proved successful in the County's existing system landscape. The current system was using Motorola brand equipment; however, the most current equipment available for purchase is at its end-of-life and new equipment has not become available for purchase at this time with no estimated time of availability.
The County also did testing with Tait equipment but did not find success in the use of that equipment as it did not perform as expected during winter months.

ATTACHMENTS:
Sierra Electronics 2026 Daniels-Zetron Quote.pdf

Sierra Electronics
690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

2026 Daniels/Zetron SALES QUOTE

TO: Douglas County 911 Emergency Services
Brent Finster
Minden, NV 89423
775-782-5126

Date: **2/4/2026**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 3/6/2026

REF# DQM15057

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
CCV-PACKAGES	**SPARES**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	2	$1,980.00	$3,960.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$940.50	$940.50
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.40	$5,243.40
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	3	$2,438.10	$7,314.30
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	3	$2,727.90	$8,183.70
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	2	$2,448.00	$4,896.00
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	2	$3,351.60	$6,703.20
AMP-155-050-D1R	AMP/136-174 MHz,5-10W/50W,RACK	2	$2,237.40	$4,474.80
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	2	$1,874.70	$3,749.40
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	3	$2,712.60	$8,137.80
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	2	$5,278.50	$10,557.00
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	5	$1,374.30	$6,871.50
A-MPS-ICT-02	INTEL. PWR CHASSIS, 2U, 12-48V,NEG	1	$6,015.60	$6,015.60
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	2	$2,869.20	$5,738.40
A-DP-CB02-25	25A BREAKER	8	$45.00	$360.00
			SUBTOTAL	**$87,729.30**
CCV-PACKAGES	**250W Sites Dual Band Repeaters**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	2	$1,980.00	$3,960.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$940.50	$940.50
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.40	$5,243.40
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	1	$2,438.10	$2,438.10
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	1	$2,727.90	$2,727.90
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	1	$3,351.60	$3,351.60
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	1	$2,448.00	$2,448.00
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	1	$1,874.70	$1,874.70
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	1	$2,712.60	$2,712.60
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	1	$3,519.00	$3,519.00
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00

THANK YOU FOR THIS OPPORTUNITY

PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	5	$1,374.30	$6,871.50
A-MPS-ICT-02	INTEL. PWR CHASSIS, 2U, 12-48V,NEG	1	$6,015.60	$6,015.60
A-DP-CB02-25	25A BREAKER	4	$45.00	$180.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$47,013.30**
CCV-PACKAGES	**Dual XBand VHF50 UHF30**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	2	$1,980.00	$3,960.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$940.50	$940.50
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.40	$5,243.40
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	1	$2,438.10	$2,438.10
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	1	$2,727.90	$2,727.90
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	1	$2,448.00	$2,448.00
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	1	$3,351.60	$3,351.60
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	1	$1,874.80	$1,874.80
AMP-155-050-D1R	AMP/136-174 MHz,5-10W/50W,RACK	1	$2,237.40	$2,237.40
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	1	$2,712.60	$2,712.60
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	1	$3,519.00	$3,519.00
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	3	$1,374.30	$4,122.90
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	1	$2,869.20	$2,869.20
A-DP-CB02-25	25A BREAKER	4	$45.00	$180.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$43,355.70**
CCV-PACKAGES	**Dual VHF Repeater (1) 250W**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	1	$1,980.00	$1,980.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$940.50	$940.50
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.00	$5,243.00
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	2	$2,438.10	$4,876.20
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	2	$2,727.90	$5,455.80
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	2	$2,712.60	$5,425.20
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	2	$3,519.00	$7,038.00
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	5	$1,374.30	$6,871.50
A-MPS-ICT-02	INTEL. PWR CHASSIS, 2U, 12-48V,NEG	1	$6,015.00	$6,015.00
A-DP-CB02-25	25A BREAKER	4	$45.00	$180.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$48,756.60**
CCV-PACKAGES	**Dual VHF Rptr 50W**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	2	$1,980.00	$3,960.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	2	$940.50	$1,881.00
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	2	$5,243.40	$10,486.80
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	4	$2,438.10	$9,752.40
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	4	$2,727.90	$10,911.60
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	4	$2,712.60	$10,850.40
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	4	$3,519.00	$14,076.00

AMP-155-050-D1R	AMP/136-174 MHz,5-10W/50W,RACK	4	$2,237.40	$8,949.60
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	2	$2,835.00	$5,670.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	2	$236.70	$473.40
MT5-APP-DFSI-00-XX	MT5, DFSI	2	$1,512.00	$3,024.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	6	$1,374.30	$8,245.80
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	2	$2,869.20	$5,738.40
A-DP-CB02-25	25A BREAKER	6	$45.00	$270.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	2	$146.70	$293.40
			SUBTOTAL	**$94,582.80**
CCV-PACKAGES	**Dual Band RX w UHF TX**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	2	$1,980.00	$3,960.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$940.50	$940.50
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	2	$2,448.00	$4,896.00
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	2	$2,727.90	$5,455.80
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	2	$1,874.70	$3,749.40
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	2	$2,712.60	$5,425.20
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	2	$1,374.30	$2,748.60
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	1	$2,869.20	$2,869.20
A-DP-CB02-25	25A BREAKER	2	$45.00	$90.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$34,865.10**
CCV-PACKAGES	**VHF RX w UHF 30W TX**	1	$0.00	$0.00
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	1	$2,727.90	$2,727.90
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	1	$2,448.00	$2,448.00
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	1	$2,712.60	$2,712.60
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.40	$5,243.40
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	1	$1,874.70	$1,874.70
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	3	$1,374.30	$4,122.90
A-MPS-ICT-02	INTEL. PWR CHASSIS, 2U, 12-48V,NEG	1	$6,015.60	$6,015.60
A-DP-CB02-25	25A BREAKER	5	$45.00	$225.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$30,100.50**
CCV-PACKAGES	**Dual UHF Receivers**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	1	$1,980.00	$1,980.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$940.50	$940.50
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	2	$3,351.60	$6,703.20
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	2	$1,374.30	$2,748.60
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	1	$2,869.20	$2,869.20
A-DP-CB02-25	25A BREAKER	1	$45.00	$45.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$15,433.20**
CCV-PACKAGES	**VHF System Upgrades**	1	$0.00	$0.00
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	1	$2,438.10	$2,438.10

VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	1	$2,727.90	$2,727.90
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	1	$2,712.60	$2,712.60
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	1	$3,519.00	$3,519.00
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.40	$5,243.40
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	2	$1,374.30	$2,748.60
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	1	$2,869.20	$2,869.20
A-DP-CB02-25	25A BREAKER	3	$45.00	$135.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$27,124.20**
CCV-PACKAGES	**Merged Dual VHF RX UHF Repeater**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	3	$1,980.00	$5,940.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	2	$940.50	$1,881.00
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	2	$2,727.90	$5,455.80
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	1	$2,448.00	$2,448.00
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	2	$3,351.60	$6,703.20
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	1	$1,874.70	$1,874.70
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	2	$2,712.60	$5,425.20
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	2	$1,374.30	$2,748.60
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	1	$2,869.20	$2,869.20
A-DP-CB02-25	25A BREAKER	3	$45.00	$135.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$40,211.10**
CCV-PACKAGES	**Dual VHF Voted Receivers**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	3	$1,980.00	$5,940.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	3	$940.50	$2,821.50
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	6	$2,727.90	$16,367.40
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	6	$2,712.60	$16,275.60
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	3	$2,835.00	$8,505.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	3	$236.70	$710.10
MT5-APP-DFSI-00-XX	MT5, DFSI	3	$1,512.00	$4,536.00
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	3	$2,869.20	$8,607.60
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	6	$1,374.30	$8,245.80
A-DP-CB02-25	25A BREAKER	3	$45.00	$135.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	3	$146.70	$440.10
			SUBTOTAL	**$72,584.10**
CCV-PACKAGES	**Station 12 Hardware**	1	$0.00	$0.00
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$5,243.40	$5,243.40
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	5	$1,374.30	$6,871.50
A-MPS-ICT-02	INTEL. PWR CHASSIS, 2U, 12-48V,NEG	1	$6,015.60	$6,015.60
A-DP-CB02-25	25A BREAKER	4	$45.00	$180.00

A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$23, 040.90**
CCV-PACKAGES	**Merged Dual UHF**	1	$0.00	$0.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	1	$1,980.00	$1,980.00
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	1	$2,448.00	$2,448.00
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	1	$3,351.60	$3,351.60
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	1	$1,874.70	$1,874.70
MT5-MOD-SMGR-01	MT5, SITE MANAGER MODULE	1	$2,835.00	$2,835.00
MT5-APP-SMONT-00-X	MT5,SITE MONITORING,ESSENTIAL	1	$236.70	$236.70
MT5-APP-DFSI-00-XX	MT5, DFSI	1	$1,512.00	$1,512.00
PSM-12-50-R7-00	POWER MODULE, 11.5-15.5VDC, 700W	2	$1,374.30	$2,748.60
A-MPS-ICT-01	INTEL. PWR SHELF, 1RU, 12V, 2100W, B	1	$2,869.20	$2,869.20
A-DP-CB02-25	25A BREAKER	2	$45.00	$90.00
A-TRAY-BAT-03	19" UNIVERSAL BATTERY SHELF KIT	1	$146.70	$146.70
			SUBTOTAL	**$20,092.50**

Subtotal	$584,889.30
Sales Tax	$0.00
Total	**$584,889.30**

Notes:

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a one-year extension of the existing agreement with Tyler Technologies, and authorize the Chief Information Officer to execute any required documents. The total cost of the one-year extension shall not exceed $224,050.25. (Peace Ruggia, Chief Information Officer)

RECOMMENDED MOTION:
Approve a one-year extension of the Tyler Technologies agreement as presented and authorize the Chief Information Officer to execute any required documents.

FINANCIAL IMPACT:
The cost of the one- year extension should not exceed $224,050.25. The funds are available and budgeted in 101-192 533.806.

BACKGROUND:
Tyler Technologies provides ongoing maintenance and support for Douglas County's New World Systems Enterprise Resource Planning (ERP) software, which serves as a core operational platform for multiple County departments. The ERP system includes critical modules supporting Finance, Human Resources, Utility Billing, and Tyler Cashiering, all of which are essential to the County's day-to-day financial operations, payroll processing, billing, and customer transactions.

This extension will ensure continued access to and support for critical enterprise software systems currently in use by the County, allowing for uninterrupted operations and stability across affected departments. The proposed extension maintains current service levels and contractual terms.

The continued operation of these systems is vital to ensuring accurate financial reporting, timely payroll, reliable billing, and consistent service delivery to the public. Extending the existing agreement with Tyler Technologies for one additional year will ensure the current ERP environment remains fully functional, supported, and compliant with vendor maintenance requirements. The extension will

provide ongoing access to software updates, security patches, technical support, and issue resolution, thereby reducing operational risk and avoiding service disruptions.

ATTACHMENTS:
Tyler_Technologies_service_agreement_12-23-20.pdf
Tyler Technology Invoice.pdf

Douglas County Board of County Commissioners

AGENDA ACTION SHEET

Title: For possible action. Discussion to approve a software agreement with Tyler Technologies for an integrated software application for $221,975 for FY2020-21, $215,275 for FY2021-22, and $215,275 for FY2022-23 for a cost not to exceed $652,925 . (Daniel Johnson)

Recommended Motion: Approve a three-year software agreement with Tyler Technologies for an integrated software application as presented.

Financial Impact: The cost for first year support and maintenance, with hosting fees and one-time implementation costs, is $221,975. Future annual fees for the remainder of the 3-year contract is $215,275 for a total amount not to exceed $652,925. These costs represent a negotiated 24% discount. Funding is available from a combination of funds budgeted in the Fiscal Year 2019-20 Technology Department budget in the General Fund (101) and funds in the Technology Reserves of the County Construction Fund (410).

Prepared by: Daniel Johnson, CTO

Meeting Date: December 17, 2020 **Time Required:** 5 minutes

Agenda: Consent

Background Information: The Douglas County Finance Department implemented New World Systems in December 1986. In April of 2017, Tyler Technologies merged with New World Systems and Douglas County entered into a contract with Tyler Technologies for the annual maintenance of the New World Systems software.

The proposed software agreement covers modules for Financial Management, Payroll, Human Resources, eSuite, Business Analytics, Clerk-Treasurer Cashiering and Public Works Utility Billing and moves the software to a cloud hosted solution, which addresses items of concern in the annual financial audit. The contract is for three years at a total cost not to exceed $652,925.

Agenda Item #



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Douglas County, Nevada.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no

case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or

to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in

accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

      a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

      b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

      c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER**

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions

not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and

us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar

applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Jisel Lopez

Name: Jisel Lopez

Title: Senior Corporate Attorney

Date: December 22, 2020

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Douglas County, Nevada

By: Patrick Cates

Name: Patrick Cates

Title: County Manager

Date: Dec 23, 2020

Address for Notices:
Douglas County
PO Box 218
Minden , NV 89423-0218
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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tyler technologies

Quoted By:	Summer Zwarun
Quote Expiration:	12/31/2020
Quote Name:	NWERP Tyler Hosting
Quote Number:	2020-100210
Quote Description:	NWERP Tyler Hosting Flip (3 year)

Sales Quotation For
Douglas County
PO Box 218
Minden , NV 89423-0218
Phone: +1 (775) 586-7250

Tyler Software and Related Services - SaaS		One Time Fees			
Tyler					
Tyler SaaS/Hosting Fee		0	$0		$215,475
	Sub-Total:		*$0*		*$215,475*
	TOTAL:	**0**	**$0**	**3**	**$215,475**
Other Services					
Project Planning Services Services		1	$2,500	$2,500	$0
VPN Device & Install Fee		1	$4,000	$4,000	$0
	TOTAL:			**$6,500**	**$0**

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	$0	$215,475
Total Tyler Services	$6,500	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$6,500**	**$215,475**
Contract Total	**$221,975**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

- The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.
- Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.
- Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

Comments

- In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
- With our 2018.1 Release Tyler requires the use of Tyler Identity and at least a 2048 bit RSA SSL Security Certificate for all New World ERP applications if hosted by the Client. This certificate is required to encrypt sensitive information as it travels across the network. There are various vendors who sell SSL Certificates, with all ranges of prices.
- Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.
- Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- Total 3 Year Hosting Fee = $646,425.00

New World ERP ASP Worksheet

TO: **Douglas County NV**
FROM: Summer Zwarun, Customer Care Manager
DATE: 12/08/20
RE: Quote 2020-100210 / New World ERP Applications & System Software Breakdown

PHONE: **(o) 248.269.1000 ext 1637 / (c) 734.716.5675**
EMAIL: summer.zwarun@tylertech.com

Item Code	*Description*	*Annual ASP Breakdown*
	Financial Applications	
FM	Financial Management Base Suite	$ 29,407.22
FM	Purchasing Base	$ 8,491.56
FM	Project Accounting	$ 4,571.95
FM	Requisition Processing	$ 4,571.95
FM	Contract Accounting	$ 4,571.95
FM	GASB Reporting	$ 8,491.56
FM	Grant Management	$ 4,571.95
FM	Asset Management	$ 4,571.95
FM	Misc Billing & Receivables	$ 4,571.95
FM	PC Cash Register Interface	$ 4,571.95
FM	Bank Reconciliation	$ 6,234.50
FM	Integrated Credit Card Processing	$ 4,571.95
FM	Tyler Cashiering	$ 11,176.70
	Payroll & HR Applications	
HR	Human Resources Management Base Suite	$ 11,731.10
HR	Benefits Administration	$ 2,282.28
HR	Position Budgeting	$ 2,607.53
	Utility Management Applications	
UM	Utility Billing Base Suite (Water / Sewer / Refuse)	$ 19,598.04
UM	Meter and Device Inventory	$ 5,226.14
UM	Service Order Processing	$ 9,145.75
UM	Automatic Meter Read Interface	$ 3,919.61
	Decision Support Software	
DSS	Finance Analytics	$ 5,878.47
DSS	HR/Payroll Analytics	$ 2,934.70
DSS	Utility Management Analytics	$ 5,878.75
DSS	Dashboards for Financial Management	$ 5,878.49
	eSuite	
eSuite	eSuite Base	$ 8,491.65
eSuite	eBenefits Administration	$ 3,259.87
eSuite	eUtilities	$ 5,226.17
eSuite	eTimesheets	$ 3,259.87
eSuite	ePayments	$ 5,226.36
eSuite	eEmployee	$ 6,519.74
	Miscellaneous	
Site License	User License to Site License	$ 8,033.30
	One Time Fee - VPN Device & Install	$ 4,000.00
	One Time Fee - Project Planning Services	$ 2,500.00



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
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Bill To: DOUGLAS COUNTY
TECHNOLOGY SERVICES
PO BOX 218
MINDEN, NV 89423-0218

Delivery To: DOUGLAS COUNTY
TECHNOLOGY SERVICES
PO BOX 218
MINDEN, NV 89423-0218

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
49917	LOC000029605	LOC000029605	USD	Net45	1/14/2026

Cust PO#	Sales Order	Billing Schedule
	SBI1000-000001767	213-2021100210

Contract Date	Description	Quantity	Unit Price	Extended Price
12/23/20	Decision Support Base Datamart - Subscription 01/01/2026 - 12/31/2026	1	$0.00	$0.00
12/23/20	UM Analytics - Subscription 01/01/2026 - 12/31/2026	1	$6,870.20	$6,870.20
12/23/20	Utility Billing (Water/Sewer Base) - Subscription 01/01/2026 - 12/31/2026	1	$22,903.25	$22,903.25
12/23/20	FM Analytics - Subscription 01/01/2026 - 12/31/2026	1	$6,869.88	$6,869.88
12/23/20	Service Order Processing - Subscription 01/01/2026 - 12/31/2026	1	$10,688.19	$10,688.19
12/23/20	Integrated Credit Card Processing - Subscription 01/01/2026 - 12/31/2026	1	$5,343.01	$5,343.01
12/23/20	Fixed Assets - Subscription 01/01/2026 - 12/31/2026	1	$5,343.01	$5,343.01
12/23/20	Benefits Administration - Subscription 01/01/2026 - 12/31/2026	1	$2,667.19	$2,667.19
12/23/20	Meter and Device Inventory - Subscription 01/01/2026 - 12/31/2026	1	$6,107.54	$6,107.54
12/23/20	Bank Reconciliation - Subscription 01/01/2026 - 12/31/2026	1	$7,285.95	$7,285.95
12/23/20	eEmployee - Subscription 01/01/2026 - 12/31/2026	1	$7,619.29	$7,619.29
12/23/20	HR Analytics - Subscription 01/01/2026 - 12/31/2026	1	$3,429.64	$3,429.64
12/23/20	User License to Unlimited Site License - Subscription 01/01/2026 - 12/31/2026	1	$9,388.12	$9,388.12
12/23/20	eUtilities - Subscription 01/01/2026 - 12/31/2026	1	$6,107.57	$6,107.57
12/23/20	ePayments - Subscription 01/01/2026 - 12/31/2026	1	$6,107.79	$6,107.79
12/23/20	Cashiering - Subscription 01/01/2026 - 12/31/2026	1	$13,061.65	$13,061.65

Remittance:
Tyler Technologies, Inc.
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Questions:
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INVOICE

Document No.	Date	Page
CI100-00236051	11/30/25	2 of 2

Contract Date	Description	Quantity	Unit Price	Extended Price
12/23/20	Position Budgeting - Subscription 01/01/2026 - 12/31/2026	1	$3,047.29	$3,047.29
12/23/20	Payroll/HR - Subscription 01/01/2026 - 12/31/2026	1	$13,709.56	$13,709.56
12/23/20	eTimesheets - Subscription 01/01/2026 - 12/31/2026	1	$3,809.64	$3,809.64
12/23/20	Purchase Orders - Subscription 01/01/2026 - 12/31/2026	1	$9,923.66	$9,923.66
12/23/20	Accounting/General Ledger - Subscription 01/01/2026 - 12/31/2026	1	$34,366.74	$34,366.74
07/07/21	ACFR Statement Builder 01/01/2026 - 12/31/2026	1	$10,400.99	$10,400.99
12/23/20	Automatic Meter Read(AMR) - Subscription 01/01/2026 - 12/31/2026	1	$4,580.66	$4,580.66
12/23/20	Project Accounting - Subscription 01/01/2026 - 12/31/2026	1	$5,343.01	$5,343.01
12/23/20	PC Cash Register Interface - Subscription 01/01/2026 - 12/31/2026	1	$5,343.01	$5,343.01
12/23/20	eBenefits Admin - Subscription 01/01/2026 - 12/31/2026	1	$3,809.64	$3,809.64
12/23/20	eSuite Base - Subscription 01/01/2026 - 12/31/2026	1	$9,923.77	$9,923.77

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 224,050.25
Sales Tax	$0.00
Total	$ 224,050.25

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $9,500 increase to purchase order # 2026-00000088 with Factory Motor Parts for necessary parts. This increase will increase the purchase order from $45,500 to $55,000. (Nicole Hubbard, Administrative Services Manager)

RECOMMENDED MOTION:
Approve a $9,500 increase to purchase order # 2026-00000088 with Factory Motor Parts.

FINANCIAL IMPACT:
Funds are available under 313-829 532.005 (Motor Pool, Parts).

BACKGROUND:
Factory Motor Parts is a major vendor for parts and supplies for the Douglas County Fleet Department. This increase will support ongoing maintenance and repair needs. Due to higher-than-anticipated parts usage driven by increased vehicle utilization, and aging fleet assets, the existing purchase order balance is no longer sufficient to cover operational needs.

ATTACHMENTS:

AGENDA ITEM NO. P.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the UNR Cooperative Extension Fiscal Year 2025-26 Quarterly Report for the first quarter of October 2025, through December 2025. (Keyna Vandervort, UNR Cooperative Extension County Coordinator and Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Accept the UNR Cooperative Extension FY 2025-26 Quarterly Report for the first quarter of October 2025, through December 2025, as presented.

FINANCIAL IMPACT:
None. The Cooperative Extension Program in Douglas County is funded from a dedicated one cent property tax rate. These funds are transferred to the University of Nevada to support the program in Douglas County.

BACKGROUND:
As a part of an interlocal agreement with the University of Nevada, Reno (UNR,) Douglas County passes through property tax revenues to UNR to support education programs authorized under the Federal Smith-Lever Act, as amended, and NRS 549.010.
In accordance with the agreement, the UNR provides quarterly reports to Douglas County detailing expenditures of County funds. The attached document represents the most recent quarterly expenditure report.

ATTACHMENTS:
FY25-26 Q2 County Update.pdf

Douglas County Extension Office

Quarterly Update

Quarter 2, FY 2025-2026

Extension
College of Agriculture, Biotechnology & Natural Resources

Financial Overview:

DOUGLAS COUNTY EXTENSION-BUDGET TO ACTUALS FY 2026						
CATEGORY	**BUDGET**	**7/1/25-9/30/25 ACTUALS**	**10/1/25-12/31/25 ACTUALS**	**YTD ACTUALS**	**REMAINING BALANCE**	**% REMAINING**
REVENUE	$420,584.64	334.62	0	334.62	-$420,250.02	99.92%
EXPENSES						
PERSONNEL COSTS	$350,275	$53,608.83	$57,352.73	$110,961.56	$239,313.44	68.32%
GENERAL OPERATIONS	$58,429.64	$4,861.06	$10,817.48	$15,678.54	$42,751.10	73.17%
HOSTING	$4,000	$1,360.11	$17.74	$1,377.85	$2,622.15	65.55%
TRAVEL	$7,880	$253.68	$1,193.83	$1,447.51	$6,432.49	81.63%
TOTAL EXPENSES	$420,584.64	$60,083.68	$69,381.78	$129,465.46	$291,119.18	69.22%

2nd Quarter Programming Highlights:

- Began the new 4-H year on October 1st with 133 4-H Enrollments and 13 volunteer leaders across 13 clubs
- 4-H Harvest Festival fundraiser held in October raising over $2,000 for clubs
- Youth Horticulture Outreach – Gardnerville Elementary School - 202 youth provided in person horticulture education
- Hosted annual 4-H Awards Ceremony at the Douglas County Community Center
- Held our first annual Holiday Open House with 21 community members attending
- Participated in the Douglas High School Mock Interviews
- Master Gardener Training - 8 new community members entered the Master Gardener Training Online
- 4 – In person trainings were provided to the participants that are enrolled in the Master Gardener training
- Master Gardener Monthly Meetings – 2nd Wednesday of each month at Gardnerville Station
- October 2025 – Heritage Park Gardens Live Q&A sessions – Final session on October 1, 2025. Attendance: 3
- Q4 Newsletter – 187 community members reached
- Seed Saving School Program offered to Master Gardeners as Continuing Education
- Attended the Douglas County Spooktacular Health Fair at the Douglas County Community & Senior Center
- Hosted Leadership Douglas County on Ag Day
- Agritourism Workshop held with 4 in attendance
- Bee & Pollinator club has 25 current members and meets monthly (with the exception of December)
- There are now 3 hives at the Educational Apiary
- Living With Fire held a mastication demonstration with East Fork Fire in Johnson Lane

AGENDA ITEM NO. Q.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve an Interlocal Agreement between Douglas County and Carson City and accept a $40,000 sub-recipient grant allocation for the Douglas County Sheriff's Office (DCSO) to participate with the Carson City Sheriff's Office in its Justice Assistance Grant (24-JAG-02), Office of Criminal Justice Assistance, Nevada Department of Public Safety, Tri-NET Task Force JAG Grant, for the period of January 1, 2026, through December 30, 2026; and to authorize Chairman Mark Gardner and Sheriff Coverley to sign any required documents. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve an Interlocal Agreement between Douglas County and Carson City and accept a $40,000 sub-recipient grant allocation for DCSO to participate with the Carson City Sheriff's Office in its Justice Assistance Grant (24-JAG-02) Office of Criminal Justice Assistance, Nevada Department of Public Safety, Tri-NET Task Force JAG Grant, for the period of January 1, 2026, through December 30, 2026; and to authorize Chairman Mark Gardner and Sheriff Coverley to sign any required documents.

FINANCIAL IMPACT:
The Carson City Sheriff's Office has received a Justice Assistance Grant (24 JAG 02) from the Office of Criminal Justice, Nevada Department of Public Safety, for the Tri-NET Task Force for the period of January 1, 2026 through December 30,2026. The Douglas County Sheriff's Office is a sub-recipient of the grant and through the Interlocal Agreement with Carson City and will be awarded $40,000. The grant funds are intended to cover a portion of the direct salary of one investigator under the Douglas County Sheriff's Office Tri-NET budget (101-246). The salary expense allocations have already been allocated during the FY 2025-26 fiscal year budget.

BACKGROUND:
The Tri-NET Narcotic Task Force is a multi-jurisdictional narcotics enforcement team serving Carson City and Douglas County. The Task Force seeks to locate, identify, arrest and aid in the successful prosecution of individuals and organizations responsible for the manufacturing, trafficking, sales and use of illegal, illicit and prescription controlled substances. Over the last several years, the Carson City

Sheriff's Office (CCSO) has taken the lead in obtaining the Justice Assistance Grant funding through the Nevada Department of Public Safety for the Tri-NET Narcotic Task Force. Of the grant funds awarded to Carson City, Carson City has allocated $40,000 to Douglas County as a sub-recipient to participate in the Tri-NET Narcotic Task Force. Carson City will reimburse the Douglas County Sheriff's Office monthly, up to a maximum of $40,000 for the grant period, for one investigator's direct salary. The grant period is from January 1, 2026, through December 30, 2026.

ATTACHMENTS:
Interlocal Agreement with CCSO.pdf
Grant Form.pdf

INTERLOCAL AGREEMENT
Between
DOUGLASCOUNTY,NEVADA
Ahd
CARSON CITY, NEVADA

WHEREAS, Douglas County and Carson City are political subdivisions of the State of Nevada and Share a common border; and

WHEREAS, it is in the best interest of both counties and their residents to mutually share law enforcement activities on an as-needed basis; and

WHEREAS, the Tri-NET Task Force is a multi-jurisdictional narcotic enforcement team serving Carson City and Douglas County that seeks to locate, identify, arrest, and aid in the successful prosecution of individuals and organizations responsible for the manufacturing, trafficking, sales, and use of illegal, illicit, and prescription controlled substances;

WHEREAS, Carson City is a has received grant no. **24-JAG-02** from the Office of Criminal Justice Assistance of the Nevada Department of Public Safety for the Tri-NET Task Force, totaling **$107,778,** of which an amount not to exceed $40,000 is allocated to Douglas County.

WHEREAS, Nevada Revised Statute ("NRS") 277.180(1) allows public agencies to contract with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform; and

WHEREAS, Carson City and Douglas County are public agencies as defined in NRS 277.100, and oversee law enforcement agencies in their respective jurisdictions;

NOW, THEREFORE, Douglas County and Carson City agree as follows:

1. **Grant Funding.** Carson City has received grant no. 24-JAG-02 for the Tri-NET Task Force, totaling **$107,778**, of which $80,000 is allocated to personnel costs. Of the amount allocated to personnel costs, an amount not to exceed $40,000 is allocated to Douglas County.

2. **Invoicing.** The Douglas County Sheriffs Office shall submit monthly invoices to Carson City for its personnel costs attributed to the Tri-Net Task Force. Carson City will reimburse the Douglas County Sheriff's Office within 30 days of receiving an invoice until the maximum $40,000 amount has been distributed to Douglas County.

3. **Term of Agreement.** The term of this Agreement shall be from January 1, 2026 to **December 30, 2026** unless earlier terminated by either Party under this Agreement.

4. **Termination of Contract.** This Agreement may be terminated by either Party prior to the date set forth in paragraph one, without cause, by giving 30 days written notice to the other Party.

5. **Termination Due to Nonappropriation.** The payments and services provided under this Agreement are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that one Party is unable to acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement, the Agreement may be terminated immediately by the nonappropriating Party upon written notice to the other Party of such nonappropriation. No claim or cause of action may be based upon any nonappropriation.

6. **Entire Contract: Severability.** This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Carson City and Douglas County. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions.

7. **Construction.** This Agreement shall be construed and interpreted according to the laws of the State of Nevada. The Agreement will be reasonably construed to effectuate the intent of both parties. As both Parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

8. **Notice.** Any notices required under the terms of this Agreement shall be made by either U.S. mail or by hand delivery to the following:

Daniel J. Coverley, Sheriff Douglas County Sheriff Office PO Box 218 Minden, Nevada 89423	Ken Furlong, Sheriff Carson City Sheriffs Office 911 E Musser St. Carson City, Nevada 89701

9. **Required Approvals.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

10. **Public Records.** Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest.

11. **Independent Public Agencies.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the

other Party. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.

12. **Limited Liability.** The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach. The Parties agree that, in the event attorney's fees are awarded for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of $125 per hour.

13. **No Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.

14. **Assignment.** The Parties may not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

15. **No Third-Party Beneficiary.** None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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

(The remainder of this page is blank; the signature blocks continue on the next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

On Behalf of Carson City:

Dated this 14th day of January, 2026

By: _____
Lori Bagwell, Mayor, Carson City Board of Supervisors

By: _____
Ken Furlong, Sheriff, Carson City, Nevada

ATTEST: _____
William Scott Hoen, Carson City Clerk-Recorder

Approved As to Form: _____
Deputy District Attorney

On Behalf of Douglas County:

Dated this_____day of _____, 2026

By: _____
Mark Gardner , Chairman, Douglas County Board of Commissioners

By: _____
Daniel J. Coverley, Sheriff, Douglas County, Nevada

ATTEST: _____
Amy Burgan, County Clerk/Treasurer

Approved as to Form: _____
Zach Wadle, Deputy District Attorney

Signatures Pending

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	1/20/2026	**Fund-Department #**	101	246
Project Number	26F23	**Fund-Department Name**	Sheriff	TriNet
Grant Title	Tri-Net Narcotic Task Force JAG Grant CY2026			
Grant Purpose	To pay the hours worked on the grant by the Investigator assigned to the taskforce.			
Awarding Entity	State of Nevada DBS Office of Criminal Justice			
Total Grant Funds	$ 40,000.00			
Grant Start Date	1/1/2026	**End Date**	12/30/2026	
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)		
Federal CFDA#	16.738	**Agreement Number**	24-JAG-02	
Method of Funding	☐ Advance ☑ Reimbursement			
Reporting Frequency	☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion			
Reporting Due By	15th	**(EX: 10th, 15th, 30th after the end of the Quarter)**		
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	$ -	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash			

Required Approvals

Approval to apply	*D Swickard*	**Date**	**1.22.26**
Internal Review Committee		**Date**	
Board of County Commissioners		**Date**	

Complete only GREY areas

	Fund	Dept		
Fund-Department #	101	246	**Project Number**	**26F23**
Fund-Department Name	Sheriff			

Financial Information

Source of Funds

Carson City Sheriff's Office

Revenue					
101-000 331.500	Grant Revenue - Federal	$ 40,000.00	$ -	$ -	
101-000 331.510	Grant Revenue - State	$ -	$ -	$ -	
101-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 40,000.00	$ -	$ -	
	Match - Non Grant Reimbursement	$ -	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year
101-246 510.000	Salaries & Benefits	$ 40,000.00	$ -	$ -
101-246 532.003	Gas & Oil	$ -	$ -	$ -
101-246 520.088	Utilities	$ -	$ -	$ -
101-246 000.000	Maint Bldg & Grounds	$ -	$ -	$ -
101-246 562.100	Grants-Capital Outlay	$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
	Subtotal Expenses	$ 40,000.00	$ -	$ -
101-246 562.100	Grant Match - Capital Outlay	$ -	$ -	$ -
101-246 511.150	Grant Match - Salary	$ -	$ -	$ -
101-246 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ -	$ -	$ -
	Total Expenditure	$ 40,000.00	$ -	$ -
	Total Match	$ -	$ -	$ -

Where will match funds come from?

No matching funds

Grant Awarded Funds

Year	Amount
FY25-26	$ 40,000.00
FY26-27	$ -
FY27-28	$ -
Total	$ 40,000.00

AGENDA ITEM NO. R.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $5,000 grant from the United States Department of Agriculture (USDA), Forest Service Humboldt-Toiyabe National Forest (Cooperative Law Enforcement Agreement 26-LE-11041700-014), and authorize Douglas County Sheriff Daniel Coverley to sign the grant agreement. (Undersheriff Elges)

RECOMMENDED MOTION:
Accept a $5,000 grant from the United States Department of Agriculture (USDA), Forest Service Humboldt-Toiyabe National Forest (Cooperative Law Enforcement Agreement 26-LE-11041700-014), and authorize Douglas County Sheriff Daniel Coverley to sign the grant agreement.

FINANCIAL IMPACT:
The grant award will fund overtime expenses that would otherwise be paid from the County's general fund. The $5,000 grant modification award will be added to project 26F24.

BACKGROUND:
Douglas County Sheriff's Office (DCSO) has entered into Cooperative Law Enforcement Agreements with the US Forest Service, Humboldt-Toiyabe for several years. These agreements run for five years with a new agreement starting after that period. The current agreement, 26-LE-11041700-014, is a new agreement that will expire January 30, 2031.
This $5,000 grant agreement is for overtime and mileage reimbursement to Douglas County Sheriff's Office for the patrol of designated US Forest Service land within Douglas County. Reimbursement is made after the event is completed as explained in Exhibit A - 2026 Operating and Financial Plan.

ATTACHMENTS:
Cooperative Law Enforcement Agreement.pdf
Exhibit A - 2026 Operating and Financial Plan.pdf
Grant Form.pdf

FS Agreement No. 26-LE-11041700-014

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
County of Douglas
And The
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between County of Douglas, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Douglas County Patrol Activities

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*

B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) the cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in

organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

L. Monitor the U.S. Forest Service radio during the following time period(s): for any emergencies or assistance required between the dates of January 20, 2026 and January 20, 2031. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service

Budget & Finance - Grants & Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Xochilt Luna, Support Services Specialist
Humboldt- Toiyabe NF, Carson Ranger District Office
U.S. Forest Service
1536 S Carson Street

Carson City, NV 89701
Phone: 775-884-8105
E-Mail: Xochilt.Luna@usda.gov
&
Nicholas LaPrade, Law Enforcement Patrol Captain
Humboldt-Toiyabe National Forest
U.S. Forest Service
4701 N. Torrey Pines Dr.
Las Vegas, Nevada 89130

Telephone: 702-622-0871
E-Mail: nicholas.laprade@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dan Coverley, Sheriff Douglas County Sheriff's Office PO Box 218 Minden, NV 89423 T: 775-782-9900 dcoverley@douglasnv.us	Keri Scheetz, Budget Analyst Douglas County Sheriff's Office PO Box 218 Minden, NV 89423 T: 775-782-9904 kscheetz@douglasnv.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Xochilt Luna Support Services Specialist 1536 S Carson Street Carson City, NV 89701 T: 775-884-8105 xochilt.luna@usda.gov	Tamia Robertson Grants Management Specialist 324 25th Street Ogden, UT 84401 T: 469-965-9272 tamia.robertson@usda.gov

C. An Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

J. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

K. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.

L. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

M. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

N. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

O. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $10,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

P. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.

Q. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

R. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to Cooperator.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

S. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

T. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

U. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements

prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

W. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

X. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to

adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Y. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

Z. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through **January 20, 2031**.

AA. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

DAN COVERLEY, Sheriff — Date
Douglas County Sheriff's Office

JON STANSFIELD, Forest Supervisor — Date
U.S. Forest Service, Humboldt-Toiyabe National Forest

LARRY HALL — Date
Special Agent in Charge, U.S. Forest Service, Region 4

The authority and format of this agreement have been reviewed and approved for signature.

TAMIA ROBERTSON Digitally signed by TAMIA ROBERTSON Date: 2026.01.22 11:34:19 -06'00' 1/22/26

TAMIA ROBERTSON — Date
U.S. Forest Service Grants Management Specialist

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

FS Agreement No. 26-LE-11041700-014

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between
COUNTY OF DOUGLAS
And the
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

2026 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Douglas, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Humboldt- Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement **#26-LE-11041700-014**. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through **January 20, 2031**, unless modified during the annual review.

Previous Year Carry-over: $0.00
Current Fiscal Year Obligation: $5,000.00
F Y26 Total Operating Plan: $5,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dan Coverley, Sheriff PO Box 218 Minden, UT 89423 T: 775-782-9900 dcoverley@douglasnv.us	Keri Scheetz, Budget Analyst PO Box 218 Minden, UT 89423 T: 775-782-9900 kscheetz@douglasnv.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Xochilt Luna Support Services Specialist 1536 S Carson Street Carson City, NV 89701 T: 775-884-8105 Xochilt.Luna@usda.gov	Tamia Robertson Grants Management Specialist 324 25th Street Ogden, UT 84401 T: 469-965-9272 tamia.robertson@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Vehicle mileage will be paid at the prevailing rate
Wages at the prevailing rate plus applicable fringe benefits

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

   a. Rhuenstroth Power Dam Road, from the ridge construction site, south to the end of the road
   b. Mud Lake Road, south of the ranchos, between the west water tank and the main
   c. River Road, the west water tank is located approximately ¼ mile southwest of the intersection of Tillman and Mud Lake Road (Dresserville Pit Area)
   d. Foothill Road at the Fay/Luther Trailhead
   e. Carson Street (Genoa), west to the water tank

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

   a. Jack's Valley, perimeter check of the area east of Jack's Valley and west of Indian Hills
   b. Desert Creek Area

Total reimbursement for this category shall not exceed the amount of: $5,000.00.

III. DISPATCHING:

Provide frequency access and dispatch services for Forest Service Agents and Law Enforcement Officers for the period of the plan.

IV. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: $0.00

V. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: $0.00

VI. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VII. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Billing frequency is no more than quarterly and no less than annually. The U.S. Forest Service will make payment for project costs upon receipt of an invoice and completed form FS-5300-5, Cooperative Law Enforcement Activity Report. Each correct invoice shall display the assigned U.S. Forest Service agreement number (26-LE-11041700-014) and Douglas County's actual expenditures to date of the invoice, displayed by separate cost elements as documented in VII-B, less any previous U.S. Forest payments. The invoice should be forwarded as follows, with preference on email:

Submit original invoice(s) for payment to:

USDA Forest Service

Budget & Finance - Grants & Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Xochilt Luna, Support Services Specialist
Humbolt- Toiyabe National Forest,
Carson Ranger District Office
U.S. Forest Service
1536 S Carson Street

Carson City, NV 89701
Telephone: 775-884-8105
E-Mail xochilt.luna@usda.gov .

&

Nicholas LaPrade, Law Enforcement Patrol Captain
Humboldt-Toiyabe National Forest
U.S. Forest Service
4701 N. Torrey Pines Dr.
Las Vegas, Nevada 89130

Telephone: 702-515-5407
E-Mail: nicholas.laprade@usda.gov

B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$5,000.00	100%
Training		
Equipment		
Special Enforcement Situations		
Total	**$5,000.00**	

C. Any remaining funding in this Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol
Coop Law Enforcement Agreements / Operating & Financial Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of roadblocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?
1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the prevailing wage rate as identified in the OP Provision I. B.

Billing Protocol:
Documentation required to be submitted by the County to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- Tax ID number.
- Breakout of actual costs:
    - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
    - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
    - Mileage – Summary by day by vehicle and personnel using the vehicle.

- Incident Action Plans – copies of plans that document assignment to that incident.
- Map of roadblock locations.

BILLINGS ARE NOT TO BE SUBMITTED TO THE SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGTION ESTABLISHED THROUGH THE COOPERATIVE LAW ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist,

Kimberly Whalen
Deputy Regional Incident Business Coordinator
c/o Great Basin Coordination Center
401 Jimmy Doolittle Road, Suite 202
Salt Lake City, UT 84116

Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	1/22/2026	**Fund-Department #**	101	226
Project Number	26F24	**Fund-Department Name**	Sheriff	Patrol
Grant Title	USDA, Forest Service Humboldt-Toiyabe National Forest Service Cooperative Agreement 2026			
Grant Purpose	To fund patrol overtime for US Forest Service lands in Douglas County			
Awarding Entity	US Forest Service			
Total Grant Funds	$ 5,000.00			
Grant Start Date	date of last signature	**End Date**	1/20/2031	
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)		
Federal CFDA#	10.703	**Agreement Number**	26-LE-11041700-014	
Method of Funding	☐ Advance ☑ Reimbursement			
Reporting Frequency	☐ Monthly ☐ Quarterly ☐ Semi-Annually ☑ Annually ☐ Upon Completion			
Reporting Due By	Due by end of fiscal year	**(EX: 10th, 15th, 30th after the end of the Quarter)**		
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	$ -	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash			

Required Approvals

Approval to apply	*D. Swickard*	**Date**	**1.22.26**
Internal Review Committee		**Date**	
Board of County Commissioners		**Date**	

AGENDA ITEM NO. S.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for October 2025 through December 2025. (Undersheriff Elges)

RECOMMENDED MOTION:
Accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for October through December 2025 as presented.

FINANCIAL IMPACT:
$3,936.95 in fees and compensation received by the Douglas County Sheriff's Office. Please see attached report for additional details.

BACKGROUND:
The Douglas County Sheriff's Office is paid fees and compensation for the civil services provided to outside third parties. The quarterly report of fees and compensation received by DCSO for October, November, and December of 2025 is attached.

ATTACHMENTS:
October 2025 through December 2025.doc

Douglas County
SHERIFF
"A Tradition of Service"

Daniel J. Coverley
SHERIFF

Douglas County Sheriff's Office

Quarterly Report on Fees and Compensation

To: Douglas County Board of Commissioners

From: Ron Elges,
Undersheriff

Reporting period: October 2025 through December 2025

Here is our NRS 258.190 quarterly report.

Reporting Period: **October 2025 through December 2025**

Pursuant to NRS 258.190, I hereby submit a report of all fees and compensation, of whatever nature or kind, received by the Douglas County Sheriff's Office during the preceding three months.

East Fork Township Constable:	$2,502.89
Tahoe Township Constable:	$223.00
Other:	$1,211.06
Total:	$3,936.95

Here is the breakdowns for our civil services from my spread sheet:

	Oct-25	Nov-25	Dec-25	QUARTER TOTAL
EFJC	$ 779.70	$ 920.25	$ 802.94	$ 2,502.89
TTJC	$ 82.00	$ 54.00	$ 87.00	$ 223.00
TOTAL	$ 861.70	$ 974.25	$ 889.94	$ 2,725.89

POST OFFICE BOX 218 MINDEN, NEVADA 89423
Administration 775/782-9900 – Investigations 775/782-9905 – Civil 775/782-9942 – Jail 775/782-9921
Records 775/782-9933 – Dispatch 775/782-5126 – Fax 775/782-9919

OTHER	**$ 434.89**	**$ 297.15**	**$ 479.02**	**$ 1,211.06**
TOTAL	**$ 1,296.59**	**$ 1,271.40**	**$ 1,368.96**	**$ 3,936.95**

Executed this _22__ day of __January____, 2026

By: Ron Elges ID#0327
Ron Elges,
Undersheriff

AGENDA ITEM NO. 8.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Presentation by the Douglas County Community Development Department on land use, planning and development applications and the respective roles of the Douglas County Community Development staff, the Planning Commission and the Board of County Commissioners. (Kate O'Neil, Principal Planner)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
This item has been placed on the agenda to provide the Board of County Commissioners and the public with an overview of land use, planning and development applications in Douglas County. The presentation will include an introduction to each of the aforementioned functions of the Community Development Department and the respective roles of the Douglas County Community Development Department, the Planning Commission and the Board of County Commissioners.

ATTACHMENTS:
Planning 101 - Land Use 2026.pdf
For Reference Only Tahoe Area Compact 1969.pdf

Planning 101



DOUGLAS COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

KATE MOROLES-O'NEIL, PRINCIPAL PLANNER

1

What Is Planning? Why Do We Plan?

- The goal of planning is to maximize the health and economic well-being of residents in ways that reflect the unique needs, desire and culture of those who live and work within the community.
- Cities and Counties need to consider what can and should happen to a community, how it should grow and change, and what it should offer residents 10, 15, or even 20 years into the future.
- Planning establishes goals and policies for directing and managing the future growth and development of a community or region.

2

What Is Planning? Why Do We Plan?

Proper planning can:

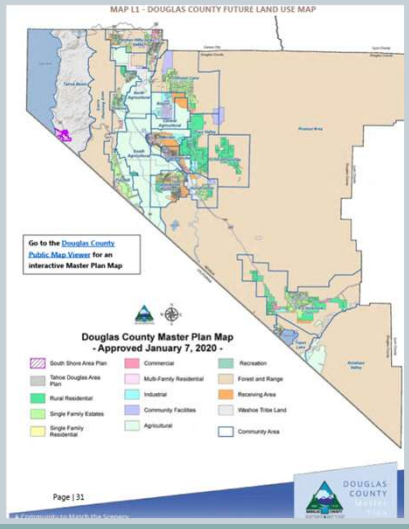
- Develop a common vision
- Create a sense of place
- Protect and enhance property values
- Safeguard public health/safety
- Provide public facilities and infrastructure
- Improve economic development
- Protect the environment and conserve resources
- Set clear expectations





3

What Is The Master Plan?



- NRS requires a Master Plan to be created when a Planning Commission has been established
- Official public document first prepared and adopted by the Planning Commission then adopted by the governing body
- Long term general plan for physical development of the county. (10-20 years)
- Identifies current issues and needs in the community
- General and summarizes goals but does not indicate detailed regulations
- Includes actions to achieve the goals

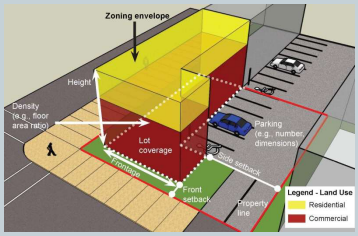
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How Do We Implement The Plan? - Zoning

- Historically, zoning is the separation of a community into "zones" that regulate land uses and the intensity of development
- The goal of zoning is to assure that neighboring land uses are compatible
- In Douglas County Code "Title 20" is the Consolidated Development Code that regulates development
- Before approving or denying a project, local officials must determine whether the project complies with the provisions of Title 20

Title 20 Development Code Includes:

Zoning and land division regulations
Floodplain management regulations
Public Facilities Improvement Standards
Transfer of Development Rights (TDR)
Growth Management
Review procedures
Building permit procedures



5

Who Does What In The Planning Process?

Community Development Department Staff

- Responsible for day to day implementation of the Master Plan and Title 20 of Douglas County Development Code
- Review development applications per Master Plan and Code
- Customer service: track/issue building and zoning permits, review plans, and respond to development questions
- Prepare public notice for hearings
- Provide technical advice to Planning Commission and BOCC during public hearings
- Administratively hear minor development applications as allowed by Code (Ex. Design Review, Minor Variance, Parcel Maps)

6

Who Does What In The Planning Process?

Advisory Bodies (Town of Genoa/Minden/ Gardnerville)

- Per DCC 20.08 all zoning permits and tentative parcel maps and subdivision maps within town boundaries must be reviewed by the town prior to final action (exceptions for sign reviews, temp permits, surveys).
- No final action shall be taken until a formal written recommendation has been received by the director or hearing body. Failure of an advisory body to make a recommendation may not operate to deprive an applicant of statutory rights.
- Actions by an advisory body are evidence to be considered by the final decision-maker (staff, PC, BOCC).
- Resolution 2020R-125, Douglas County will implement the Minden and Gardnerville Design Standards "to the greatest extent possible for development projects located within the towns. "

7

Who Does What In The Planning Process?

The Planning Commission

- Seven member board appointed by the BOCC (citizen members)
- Members serve a four year term
- Holds a public hearing the 2nd Tuesday each month
- Required by NRS to be established in a county with a population over 45,000
- Reviews amendments to the Master Plan, zoning map/text, subdivision maps and planned unit developments and recommends to BOCC
- Approves Special Use Permits, Major Variance requests, and Variance to Improvement Standards

8

Who Does What In The Planning Process?

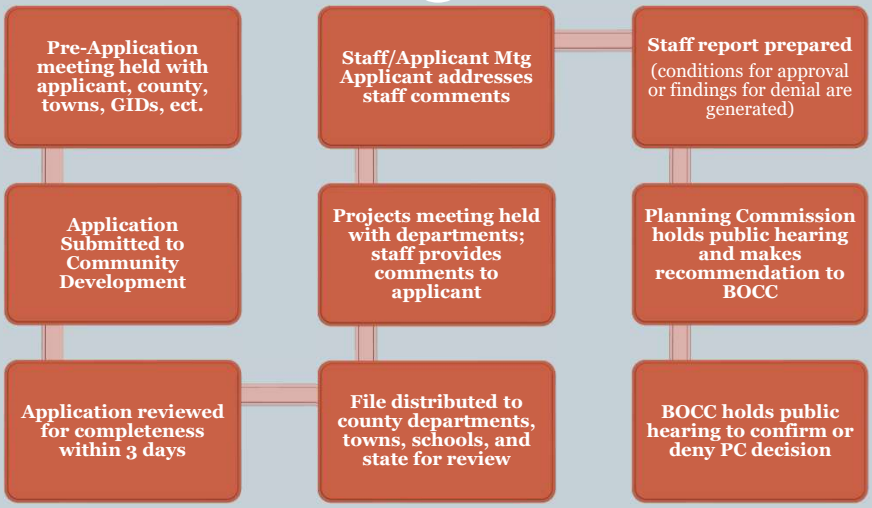
The Board of County Commissioners

- Evaluate recommendations from Planning Commission, staff analysis and public input
- Final decision maker on master plan amendments, zoning map/text amendments, subdivision maps
- Hears appeals of Special Use Permits and Variances from the Planning Commission

*Variances associated with an application heard by the PC are also heard by the BOCC

9

How Does The Process Work?



Typical process is 10-12 weeks

10

Typical Applications Heard

DCC 20.608 – Amendment to Master Plan

- The Master Plan amendment review cycle is considered twice a year. These amendments are approved by the Planning Commission then adopted by resolution of the Board of Commissioners.

DCC 20.610 – Zoning Map & Text Amendments

- Zoning Map amendments and Zoning Text amendments are heard by the Planning Commission and Board in any given month. The Board adopts these amendments by ordinance after two readings.

DCC 20.676 –Planned Development Overlay (PD)

- Approval process similar to Zoning Map Amendment (PC and BOCC)
- PD Overlay may be proposed as an overlay zone within any zoning district, but the use and intensity must be compatible with the base zoning and Master Plan (allows new development standards to be created which differ from existing zoning standards but requires minimum 25% open space).

11

Typical Applications Heard

DCC 20.708 – Tentative Subdivision Map (TSM)

- Land division creating 5 or more parcels
- Heard by Planning Commission and then BOCC

DCC 20.604 – Special Use Permits

- Specially permitted uses are those uses which are generally compatible with the land uses permitted by right in a given zoning district, but which require individual review of their location, design and configuration and the imposition of conditions to ensure the appropriateness of the use at a particular location within a given zoning district.
- Heard by the Planning Commission only (unless appealed)

12

What are the Findings of Fact?

Douglas County Development Code "Title 20" contains objective standards that commissioners must evaluate and apply to the facts presented during a meeting.

In order to approve or deny a request the approving body must make a recommendation indicating whether a proposal meets the Findings of Fact.

Findings of Fact:

- Bring transparency, order, and predictability to a proceeding
- Allow the applicant and public to understand the factors the commission considered.
- Provide a rational structure to guide meetings
- The burden is on the applicant to prove that the standards have been met
- Staff will provide unbiased analysis of the findings in the staff report
- Comments made by applicant, public, staff, or commissioners should always relate to the findings of fact
- Must be followed in order to reduce the chance of litigation

13

- In 1969 with the consent of Congress, The Tahoe Regional Planning Agency (TRPA) was established through the Bi-State compact between NV & CA.
- TRPA is an environmental organization charged with protecting Lake Tahoe and the first in the US to have land use authority across state lines.
- The 2012 Lake Tahoe Regional Plan outlines actions to attain thresholds to restore Tahoe and maintain balance between nature and built environment.
- Projects within Douglas County in the Tahoe Basin requires TRPA approval.

TRPA Jurisdiction & Douglas County Tahoe Basin



14

Thank You. Questions?



15

Public Law 91-147

December 16, 1969
[S. J. Res. 143]

JOINT RESOLUTION

Extending the duration of copyright protection in certain cases.

Copyright protection. Extension.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That in any case in which the renewal term of copyright subsisting in any work on the date of approval of this resolution, or the term thereof as extended by Public Law 87–668, by Public Law 89–142, by Public Law 90–141, or by Public Law 90–416 (or by all or certain of said laws), would expire prior to December 31, 1970, such term is hereby continued until December 31, 1970.

82 Stat. 397.
17 USC 24 notes.

Approved December 16, 1969.

Public Law 91-148

December 18, 1969
[S. 118]

AN ACT

To grant the consent of the Congress to the Tahoe regional planning compact, to authorize the Secretary of the Interior and others to cooperate with the planning agency thereby created, and for other purposes.

Tahoe Regional Planning Compact. Consent of Congress.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in order to encourage the wise use and conservation of the waters of Lake Tahoe and of the resources of the area around said lake, the consent of the Congress is hereby given to the Tahoe regional planning compact heretofore adopted by the States of California and Nevada, which compact reads as follows:

"TAHOE REGIONAL PLANNING COMPACT

"Article I. Findings and Declarations of Policy

"(a) It is found and declared that the waters of Lake Tahoe and other resources of the Lake Tahoe region are threatened with deterioration or degeneration, which may endanger the natural beauty and economic productivity of the region.

"(b) It is further declared that by virtue of the special conditions and circumstances of the natural ecology, developmental pattern, population distribution, and human needs in the Lake Tahoe region, the region is experiencing problems of resource use and deficiencies of environmental control.

"(c) It is further found and declared that there is a need to maintain an equilibrium between the region's natural endowment and its manmade environment, to preserve the scenic beauty and recreational opportunities of the region, and it is recognized that for the purpose

AUTHENTICATED U.S. GOVERNMENT INFORMATION GPO

of enhancing the efficiency and governmental effectiveness of the region, it is imperative that there be established an areawide planning agency with power to adopt and enforce a regional plan of resource conservation and orderly development, to exercise effective environmental controls and to perform other essential functions, as enumerated in this title.

"ARTICLE II. DEFINITIONS

"As used in this compact:

"(a) 'Region,' includes Lake Tahoe, the adjacent parts of the Counties of Douglas, Ormsby, and Washoe lying within the Tahoe Basin in the State of Nevada, and the adjacent parts of the Counties of Placer and El Dorado lying within the Tahoe Basin in the State of California, and that additional and adjacent part of the County of Placer outside of the Tahoe Basin in the State of California which lies southward and eastward of a line starting at the intersection of the basin crestline and the north boundary of Section 1, thence west to the northwest corner of Section 3, thence south to the intersection of the basin crestline and the west boundary of Section 10; all sections referring to Township 15 North, Range 16 East, M.D.B.&M. The region defined and described herein shall be as precisely delineated on official maps of the agency.

"(b) 'Agency' means the Tahoe Regional Planning Agency.

"(c) 'Governing body' means the governing board of the Tahoe Regional Planning Agency.

"(d) 'Regional plan' shall mean the long-term general plan for the development of the region.

"(e) 'Interim plan' shall mean the interim regional plan adopted pending the adoption of the regional plan.

"(f) 'Planning commission' means the advisory planning commission appointed pursuant to paragraph (h) of Article III.

"ARTICLE III. ORGANIZATION

"(a) There is created the Tahoe Regional Planning Agency as a separate legal entity.

"The governing body of the agency shall be constituted as follows:

"One member appointed by each of the County Boards of Supervisors of the Counties of El Dorado and Placer and one member appointed by the City Council of the City of South Lake Tahoe. Each member shall be a member of the city council or county board of supervisors which he represents and, in the case of a supervisor, shall be a resident of a county supervisorial district lying wholly or partly within the region.

"One member appointed by each of the boards of county commissioners of Douglas, Ormsby and Washoe counties. Any member so

appointed shall be a resident of the county from which he is appointed and may be, but is not required to be:

"(1) A member of the board which appoints him; and

"(2) a resident of or the owner of real property in the region, as each board of county commissioners may in its own discretion determine. The manner of selecting the person so to be appointed may be further prescribed by county ordinance. A person so appointed shall before taking his seat on the governing body disclose all his economic interests in the region, and shall thereafter disclose any further economic interest which he acquires, as soon as feasible after he acquires it. If any board of county commissioners fails to make an appointment required by this paragraph within 30 days after the effective date of this act or the occurrence of a vacancy on the governing body, the governor shall make such appointment. The position of a member appointed by a board of county commissioners shall be deemed vacant if such member is absent from three consecutive meetings of the governing body in any calendar year.

"One member appointed by the Governor of California and one member appointed by the Governor of Nevada. The appointment of the California member is subject to Senate confirmation; he shall not be a resident of the region and shall represent the public at large. The member appointed by the Governor of Nevada shall not be a resident of the region and shall represent the public at large.

"The Administrator of the California Resources Agency or his designee and the Director of the Nevada Department of Conservation and Natural Resources or his designee.

"(b) The members of the agency shall serve without compensation, but the expenses of each member shall be met by the body which he represents in accordance with the law of that body. All other expenses incurred by the governing body in the course of exercising the powers conferred upon it by this compact unless met in some other manner specifically provided, shall be paid by the agency out of its own funds.

"(c) The term of office of the members of the governing body shall be at the pleasure of the appointing authority in each case, but each appointment shall be reviewed no less often than every 4 years.

"(d) The governing body of the agency shall meet at least monthly. All meetings shall be open to the public to the extent required by the law of the State of California or the State of Nevada, whichever imposes the greater requirement, applicable to local governments at the time such meeting is held. The governing body shall fix a date for its regular monthly meeting in such terms as 'the first Monday of each month,' and shall not change such date oftener than once in any calendar year. Notice of the date so fixed shall be given by publication at least once in a newspaper or combination of newspapers whose circulation is general throughout the region and in each county a portion of whose territory lies within the region. Notice of any

special meeting, except an emergency meeting, shall be given by so publishing the date, place and agenda at least 5 days prior to the meeting.

"(e) The position of a member of the governing body shall be considered vacated upon his loss of any of the qualifications required for his appointment and in such event the appointing authority shall appoint a successor.

"(f) The governing body shall elect from its own members a chairman and vice chairman, whose terms of office shall be two years, and who may be reelected. If a vacancy occurs in either office, the governing body may fill such vacancy for the unexpired term.

"(g) A majority of the members of the governing body from each state shall constitute a quorum for the transaction of the business of the agency. A majority vote of the members present representing each state shall be required to take action with respect to any matter. The vote of each member of the governing body shall be individually recorded. The governing body shall adopt its own rules, regulations and procedures.

"(h) An advisory planning commission shall be appointed by the agency, which shall consist of an equal number of members from each state. The commission shall include but shall not be limited to: the chief planning officers of Placer County, El Dorado County, and the City of South Lake Tahoe in California and the Counties of Douglas, Ormsby, and Washoe in Nevada, the Placer County Director of Sanitation, the El Dorado County Director of Sanitation, the county health officer of Douglas County or his designee, the county health officer of Washoe County or his designee, the Chief of the Bureau of Environment Health of the Health Division of Department of Health, Welfare and Rehabilitation of the State of Nevada or his designee, the executive officer of the Lahontan Regional Water Quality Control Board or his designee, the executive officer of the Tahoe Regional Planning Agency who shall act as chairman and at least four lay members each of whom shall be a resident of the region.

"(i) The agency shall establish and maintain an office within the region. The agency may rent or own property and equipment. Every plan, ordinance and other record of the agency which is of such nature as to constitute a public record under the law of either the State of California or the State of Nevada shall be open to inspection and copying during regular office hours.

"(j) Each authority charged under this compact or by the law of either state with the duty of appointing a member of the governing body of the agency shall by certified copy of its resolution or other action notify the Secretary of State of its own state of the action taken. Upon receipt of certified copies of the resolutions or notifications appointing the members of the governing body, the Secretary of State of each respective state shall notify the Governor of the state who shall,

after consultation with the Governor of the other state, issue a concurrent call for the organization meeting of the governing body at a location determined jointly by the two governors.

"(k) Each state may provide by law for the disclosure or elimination of conflicts of interest on the part of members of the governing body appointed from that state.

"ARTICLE IV. PERSONNEL

"(a) The governing body shall determine the qualification of, and it shall appoint and fix the salary of, the executive officer of the agency, and shall employ such other staff and legal counsel as may be necessary to execute the powers and functions provided for under this act or in accordance with any intergovernmental contracts or agreements the agency may be responsible for administering.

"(b) Agency personnel standards and regulations shall conform insofar as possible to the regulations and procedures of the civil service of the State of California or the State of Nevada, as may be determined by the governing body of the agency, and shall be regional and bistate in application and effect; provided that the governing body may, for administrative convenience and at its discretion, assign the administration of designated personnel arrangements to an agency of either state, and provided that administratively convenient adjustments be made in the standards and regulations governing personnel assigned under intergovernmental agreements.

"(c) The agency may establish and maintain or participate in such additional programs of employee benefits as may be appropriate to afford employees of the agency terms and conditions of employment similar to those enjoyed by employees of California and Nevada generally.

"ARTICLE V. PLANNING

"(a) In preparing each of the plans required by this article and each amendment thereto, if any, subsequent to its adoption, the planning commission after due notice shall hold at least one public hearing which may be continued from time to time, and shall review the testimony and any written recommendations presented at such hearing before recommending the plan or amendment. The notice required by this paragraph shall be given at least 20 days prior to the public hearing by publication at least once in a newspaper or combination of newspapers whose circulation is general throughout the region and in each county a portion of whose territory lies within the region.

"The planning commission shall then recommend such plan or amendment to the governing body for adoption by ordinance. The governing body may adopt, modify or reject the proposed plan or amendment, or may initiate and adopt a plan or amendment without referring it to the planning commission. If the governing body initiates or substantially modifies a plan or amendment, it shall hold at least one public hearing thereon after due notice as required in this paragraph.

"If a request is made for the amendment of the regional plan by:

"(1) a political subdivision a part of whose territory would be affected by such amendment; or

"(2) the owner or lessee of real property which would be affected by such amendment.

the governing body shall complete its action on such amendment within 60 days after such request is delivered to the agency.

"TAHOE REGIONAL PLAN

"(b) Within 15 months after the formation of the agency, the planning commission shall recommend a regional plan. Within 18 months after the formation of the agency, the governing body shall adopt a regional plan. After adoption, the planning commission and governing body shall continuously review and maintain the regional plan. The regional plan shall consist of a diagram, or diagrams, and text, or texts setting forth the projects and proposals for implementation of the regional plan, a description of the needs and goals of the region and a statement of the policies, standards, and elements of the regional plan.

"The regional plan shall include the following correlated elements:

"(1) A land-use plan for the integrated arrangement and general location and extent of, and the criteria and standards for, the uses of land, water, air, space and other natural resources within the region, including but not limited to, an indication or allocation of maximum population densities.

"(2) A transportation plan for the integrated development of a regional system of transportation, including but not limited to, freeways, parkways, highways, transportation facilities, transit routes, waterways, navigation and aviation aids and facilities, and appurtenant terminals and facilities for the movement of people and goods within the region.

"(3) A conservation plan for the preservation, development, utilization, and management of the scenic and other natural resources within the basin, including but not limited to, soils, shoreline and submerged lands, scenic corridors along transportation routes, open spaces, recreational and historical facilities.

"(4) A recreation plan for the development, utilization, and management of the recreational resources of the region, including but not limited to, wilderness and forested lands, parks and parkways, riding and hiking trails, beaches and playgrounds, marinas and other recreational facilities.

"(5) A public services and facilities plan for the general location, scale and provision of public services and facilities, which, by the nature of their function, size, extent and other characteristics are necessary or appropriate for inclusion in the regional plan.

"In formulating and maintaining the regional plan, the planning commission and governing body shall take account of and shall seek to harmonize the needs of the region as a whole, the plans of the counties and cities within the region, the plans and planning activities of the state, federal and other public agencies and nongovernmental agencies and organizations which affect or are concerned with planning and development within the region. Where necessary for the realization of the regional plan, the agency may engage in collaborative planning with local governmental jurisdictions located outside the region, but contiguous to its boundaries. In formulating and implementing the regional plan, the agency shall seek the cooperation and consider the recommendations of counties and cities and other agencies of local government, of state and federal agencies, of educational institutions and research organizations, whether public or private, and of civic groups and private individuals.

"(c) All provisions of the Tahoe regional general plan shall be enforced by the agency and by the states, counties and cities in the region.

"TAHOE REGIONAL INTERIM PLAN

"(d) Within 60 days after the formation of the agency, the planning commission shall recommend a regional interim plan. Within 90 days after the formation of the agency, the governing body shall adopt a regional interim plan. The interim plan shall consist of statements of development policies, criteria and standards for planning and development, of plans or portions of plans, and projects and planning decisions, which the agency finds it necessary to adopt and administer on an interim basis in accordance with the substantive powers granted to it in this agreement.

"(e) The agency shall maintain the data, maps and other information developed in the course of formulating and administering the regional plan and interim plan, in a form suitable to assure a consistent view of developmental trends and other relevant information for the availability of and use by other agencies of government and by private organizations and individuals concerned.

"(f) All provisions of the interim plan shall be enforced by the agency and by the states, the counties, and cities.

"ARTICLE VI. AGENCY'S POWERS

"(a) The governing body shall adopt all necessary ordinances, rules, regulations and policies to effectuate the adopted regional and interim plans. Every such ordinance, rule or regulation shall establish a minimum standard applicable throughout the basin, and any political subdivision may adopt and enforce an equal or higher standard applicable to the same subject of regulation in its territory. The regulations shall contain general, regional standards including but not limited to the following: water purity and clarity; subdivision; zoning; tree removal; solid waste disposal; sewage disposal; land fills, excavations, cuts and grading; piers; harbors, breakwaters; or channels and other shoreline developments; waste disposal in shoreline areas; waste disposal from boats; mobile-home parks; house relocation; outdoor advertising; flood plain protection; soil and sedimentation control; air pollution; and watershed protection. Whenever possible without diminishing the effectiveness of the interim plan or the general plan, the ordinances, rules, regulations and policies shall be confined to matters which are general and regional in application, leaving to the jurisdiction of the respective states, counties and cities the enactment of specific and local ordinances, rules, regulations and policies which conform to the interim or general plan.

"Every ordinance adopted by the agency shall be published at least once by title in a newspaper or combination of newspapers whose circulation is general throughout the region. Except an ordinance adopting or amending the interim plan or the regional plan, no ordinance shall become effective until 60 days after its adoption. Immediately after its adoption, a copy of each ordinance shall be transmitted to the governing body of each political subdivision having territory within the region.

"Interim regulations shall be adopted within 90 days from the formation of the agency and final regulations within 18 months after the formation of the agency.

"Every plan, ordinance, rule, regulation or policy adopted by the agency shall recognize as a permitted and conforming use any business or recreational establishment which is required by law of the state in which it is located to be individually licensed by the state, if such business or establishment:

"(1) Was so licensed on February 5, 1968, or was licensed for a

limited season during any part of the calendar year immediately preceding February 5, 1968.

"(2) Is to be constructed on land which was so zoned or designated in a finally adopted master plan on February 5, 1968, as to permit the construction of such a business or establishment.

"(b) All ordinances, rules, regulations and policies adopted by the agency shall be enforced by the agency and by the respective states, counties, and cities. The appropriate courts of the respective states, each within its limits of territory and subject matter provided by state law, are vested with jurisdiction over civil actions to which the agency is a party and criminal actions for violations of its ordinances. Each such action shall be brought in a court of the state where the violation is committed or where the property affected by a civil action is situated, unless the action is brought in a federal court. For this purpose, the agency shall be deemed a political subdivision of both the State of California and the State of Nevada.

"(c) Except as otherwise provided in paragraph (d), all public works projects shall be reviewed prior to construction and approved by the agency as to the project's compliance with the adopted regional general plan.

"(d) All plans, programs and proposals of the State of California or Nevada, or of its executive or administrative agencies, which may substantially affect, or may specifically apply, to the uses of land, water, air, space and other natural resources in the region, including but not limited to public works plans, programs and proposals concerning highway routing, design and construction, shall be referred to the agency for its review, as to conformity with the regional plan or interim plan, and for report and recommendations by the agency to the executive head of the state agency concerned and to the Governor. A public works project which is initiated and is to be constructed by a department of either state shall be submitted to the agency for review and recommendation, but may be constructed as proposed.

"(e) The agency shall police the region to ensure compliance with the general plan and adopted ordinances, rules, regulations and policies. If it is found that the general plan, or ordinances, rules, regulations and policies are not being enforced by a local jurisdiction, the agency may bring action in a court of competent jurisdiction to ensure compliance.

"(f) Violation of any ordinance of the agency is a misdemeanor.

"(g) The agency is hereby empowered to initiate, negotiate and participate in contracts and agreements among the local governmental authorities of the region, or any other intergovernmental contracts or agreements authorized by state or federal law.

"(h) Each intergovernmental contract or agreement shall provide for its own funding and staffing, but this shall not preclude financial contributions from the local authorities concerned or from supplementary sources.

"(i) Whenever a new city is formed within the region, the membership of the governing body shall be increased by two additional members, one appointed by, and who shall be a member of, the legislative body of the new city, and one appointed by the Governor of the state in which the city is not located. A member appointed by the Governor of California is subject to Senate confirmation.

"(j) Every record of the agency, whether public or not, shall be open for examination to the Legislative Analyst of the State of California and the Fiscal Analyst of the State of Nevada.

"(k) Whenever under the provisions of this article or any ordinance, rule, regulation or policy adopted pursuant thereto, the agency

is required to review or approve any proposal, public or private, the agency shall take final action, whether to approve, to require modification or to reject such proposal, within 60 days after such proposal is delivered to the agency. If the agency does not take final action within 60 days, the proposal shall be deemed approved.

"ARTICLE VII. FINANCES

"(a) Except as provided in paragraph (e), on or before December 30 of each calendar year the agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of the following year. The agency shall apportion not more than $150,000 of this amount among the counties within the region on the same ratio to the total sum required as the full cash valuation of taxable property within the region in each county bears to the total full cash valuation of taxable property within the region. Each county in California shall pay the sum allotted to it by the agency from any funds available therefor and may levy a tax on any taxable property within its boundaries sufficient to pay the amount so allocated to it. Each county in Nevada shall pay such sums from its general fund or from any other moneys available therefor.

"(b) The agency may fix and collect reasonable fees for any services rendered by it.

"(c) The agency shall be strictly accountable to any county in the region for all funds paid by it to the agency and shall be strictly accountable to all participating bodies for all receipts and disbursements.

"(d) The agency is authorized to receive gifts, donations, subventions, grants, and other financial aids and funds.

"(e) As soon as possible after the ratification of this compact, the agency shall estimate the amount of money necessary to support its activities:

"(1) For the remainder of the then-current fiscal year; and

"(2) If the first estimate is made between January 1 and June 30, for the fiscal year beginning on July 1 of that calendar year.

The agency shall then allot such amount among the several counties, subject to the restriction and in the manner provided in paragraph (a), and each county shall pay such amount.

"(f) The agency shall not obligate itself beyond the moneys due under this article for its support from the several counties for the current fiscal year, plus any moneys on hand or irrevocably pledged to its support from other sources. No obligation contracted by the agency shall bind either of the party states or any political subdivision thereof.

"ARTICLE VIII. MISCELLANEOUS

"(a) It is intended that the provisions of this compact shall be reasonably and liberally construed to effectuate the purposes thereof. Except as provided in paragraph (c), the provisions of this compact shall be severable and if any phrase, clause, sentence or provision of this compact is declared to be contrary to the constitution of any participating state or of the United States or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this compact and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this compact shall be held contrary to the constitution of any state participating therein, the compact shall remain in full force

and effect as to the remaining state and in full force and effect as to the state affected as to all severable matters.

"(b) The agency shall have such additional powers and duties as may hereafter be delegated or imposed upon it from time to time by the action of the Legislature of either state concurred in by the Legislature of the other.

"(c) A state party to this compact may withdraw therefrom by enacting a statute repealing the compact. Notice of withdrawal shall be communicated officially and in writing to the Governor of the other state and to the agency administrators. This provision is not severable, and if it is held to be unconstitutional or invalid, no other provision of this compact shall be binding upon the State of Nevada or the State of California.

"(d) No provision of this compact shall have any effect upon the allocation or distribution of interstate waters or upon any appropriative water right."

Governmental cooperation.

SEC. 2. The Secretary of the Interior and the Secretary of Agriculture are authorized, upon request of the Tahoe Regional Planning Agency, to cooperate with said agency in all respects compatible with carrying out the normal duties of their Departments.

Condition.

SEC. 3. The consent to the compact by the United States is subject to the condition that the President may appoint a nonvoting representative of the United States to the Tahoe regional planning governing board.

SEC. 4. Any additional powers conferred on the agency pursuant to article VIII(b) of the compact shall not be exercised unless consented to by the Congress.

SEC. 5. Nothing contained in this Act or in the compact consented to shall in any way affect the powers, rights, or obligations of the United States, or the applicability of any law or regulation of the United States in, over, or to the region or waters which are the subject of the compact, or in any way affect rights owned or held by or for Indians or Indian tribes subject to the jurisdiction of the United States.

SEC. 6. The right is hereby reserved by the Congress or any of its standing committees to require the disclosure and furnishing of such information and data by or concerning the Tahoe Regional Planning Agency as is deemed appropriate by the Congress or such committee.

SEC. 7. The right to alter, amend or repeal this Act is expressly reserved.

Approved December 18, 1969.

Public Law 91-149

AN ACT

To declare that the United States holds in trust for the Southern Ute Tribe approximately 214.37 acres of land.

December 22, 1969
[H. R. 12785]

Indians.
Southern Ute Tribe.
Lands in trust.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all right, title, and interest of the United States in the lands described below, which are excess to the needs of the Bureau of Indian Affairs, shall be held in trust by the United States for the Southern Ute Tribe subject to the laws and regulations that apply to other lands held in trust for the tribe:

(a) The portion of the east half west half northeast quarter, section 5, lying west of the Pine River; that portion of the east half northeast quarter, section 5, lying west of the Pine River; and that portion of the northwest quarter northwest quarter, section 4,

AGENDA ITEM NO. 8.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

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

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
Over the past three years, CWSD has collaborated with the U.S. Geological Survey (USGS) and Lumos and Associates (Lumos) to develop a 30-Year Regional Drought and Water Sustainability Plan. The purpose of this plan is to provide actionable information for water purveyors and other water users upstream of Lahontan Reservoir to support long-term water planning efforts. The report evaluates historic Carson River flows, runoff trends, groundwater pumping, municipal system capacity, groundwater surface water interaction, conjunctive management, and potential mitigation strategies.

ATTACHMENTS:
Wrap_up_30-Year_Plan_Pres_02192026.pptx
30-Yr Regional Drought and Water Sustainability Report_Final.pdf

The Carson River Watershed

30-Year Drought and Water Sustainability Plan

Presented By : Ed James, General Manager,
Carson Water Subconservancy District

February 19th , 2026

Presentation Overview

- Regional Systems & Water Sustainability Summary
- Historic Carson River Flows
- Groundwater Pumping
- Runoff Changes
- USGS Models
- Wet & Dry Years – Alpine Decree
- Conjunctive Management
- Potential Mitigation Strategies
- Key Takeaway Points

Partners and Background

This project started in 2023 with funding provided by the Nevada Department of Emergency Management. Funding was used to hire Lumos and Associates to do an analysis of 9 purveyors upstream of the Lahontan Reservoir and use that information in partnership with the USGS in the update of the Upper and Middle Groundwater Models. The results of these major efforts fed the 30-year report.





Regional Systems
and water sustainability

All 9 purveyors have adequate water rights and water quality to support regional growth in the upper and middle Carson Watershed.

↓

Minden and GRGID are projected to exceed their current pumping capacities and will require additional wells by 2051 to meet their future needs.

↓

This study did not evaluate system constraints so many of the other water purveyors may need additional wells in the future.

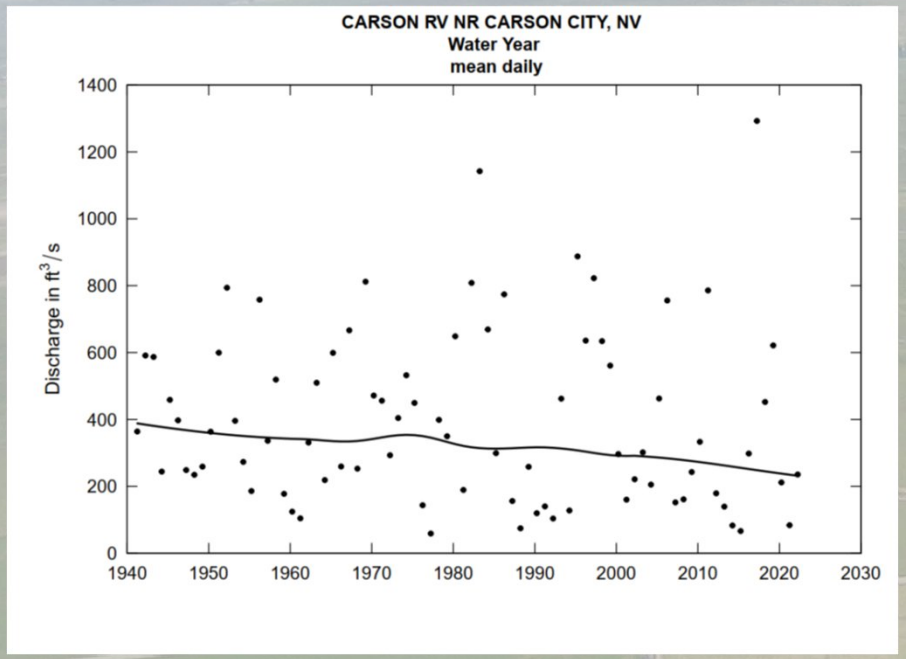
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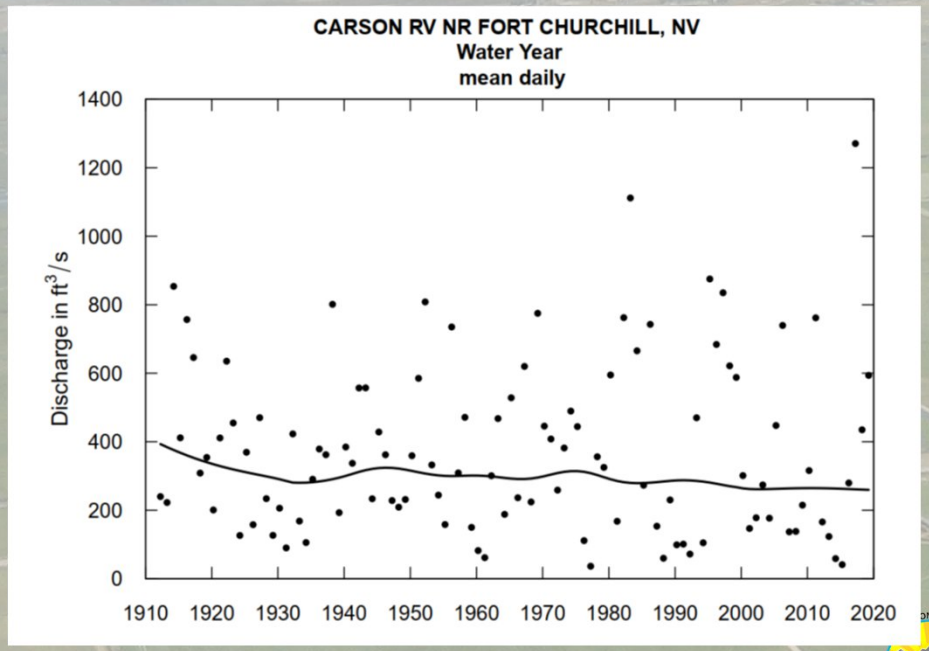
SSMWC and Stagecoach GID are projected to have adequate well capacity and water rights to support their limited growth through 2051. However, their growth potential is limited by the perennial yield of their respective basins



Historic Carson River Flows

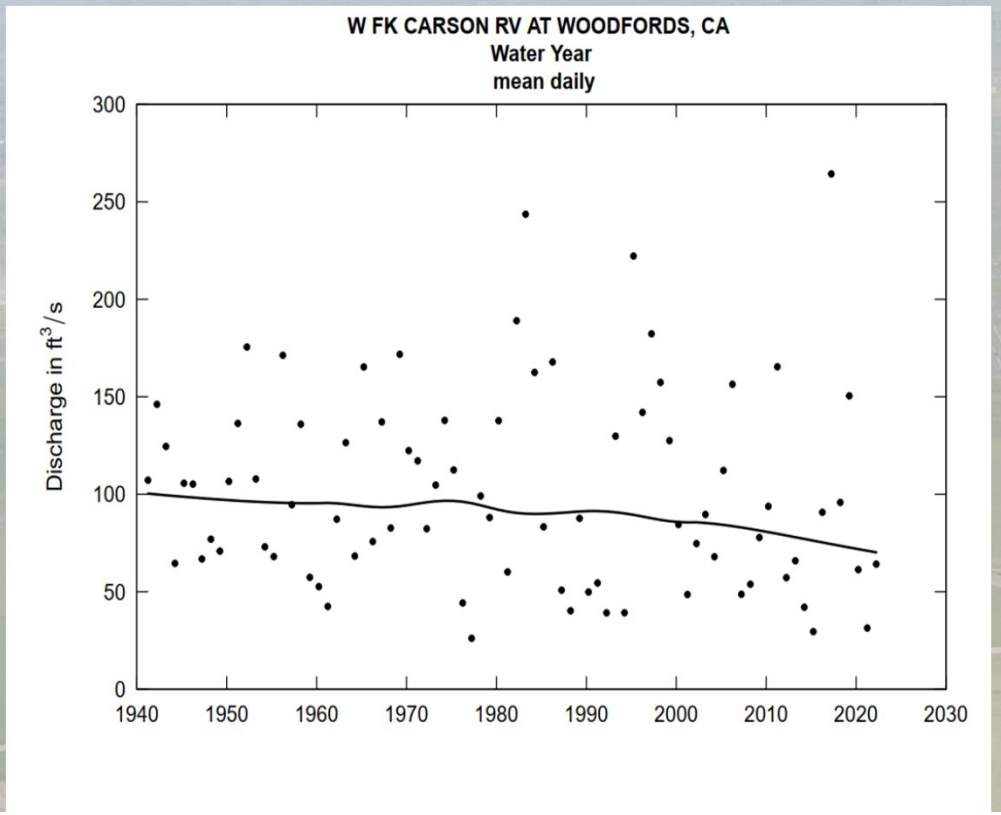
In 2023, the USGS published their Middle Carson River Basin Report. Included in the study was Streamflow data from 1940–2018 which showed a slight overall decline, driven by climate variability and human influences.

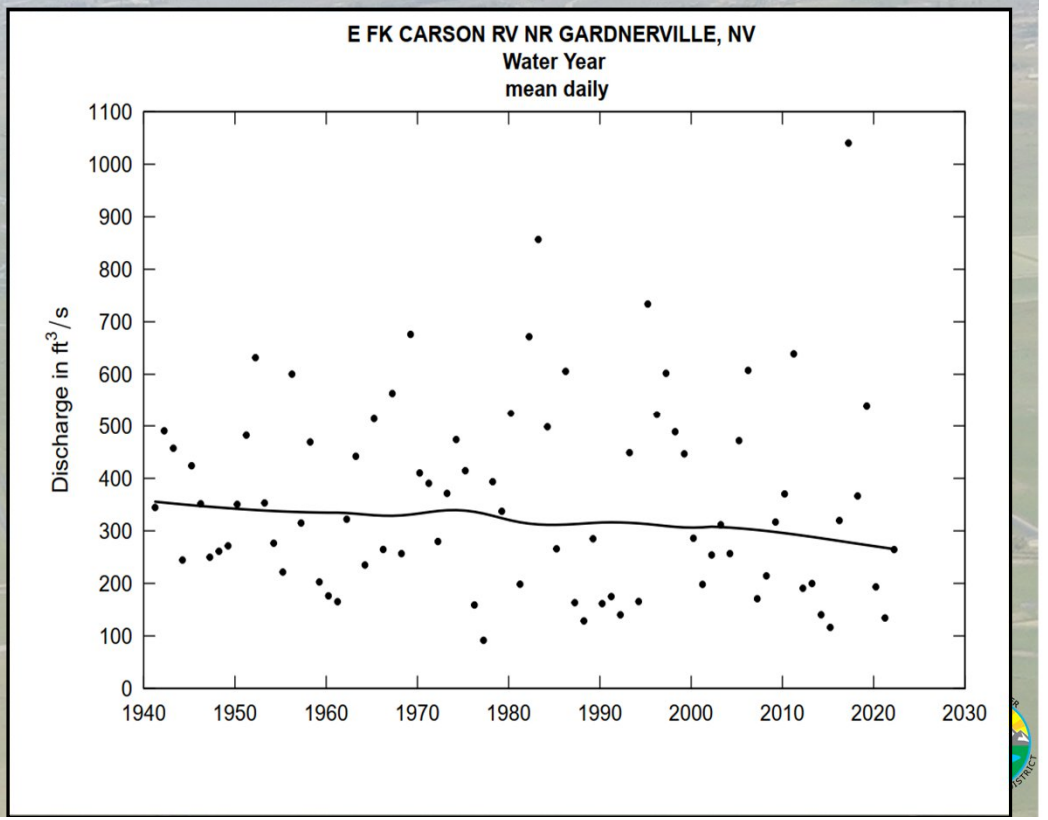




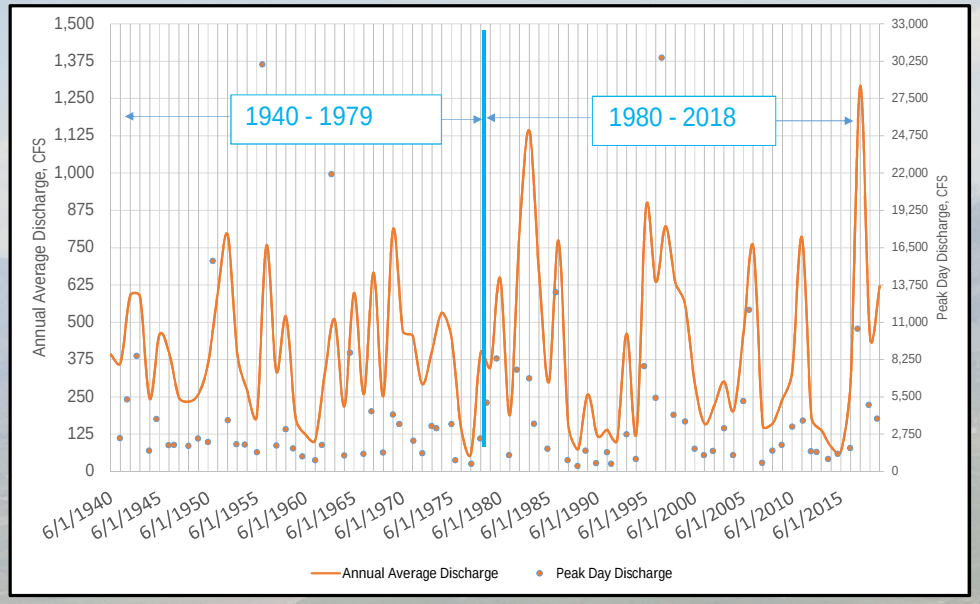
Historic Carson River Flows

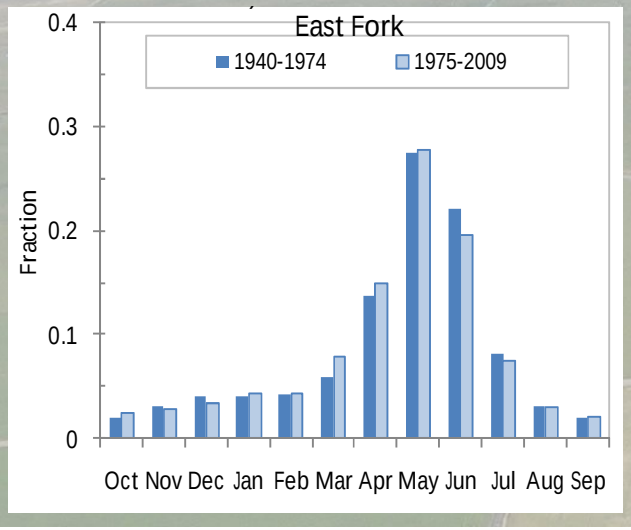
CWSD staff conducted the same analysis for the East and West Forks

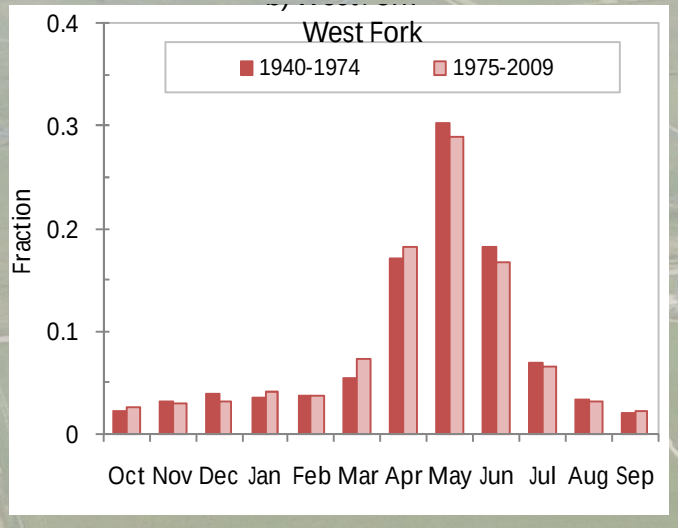




Historic Carson River Flows





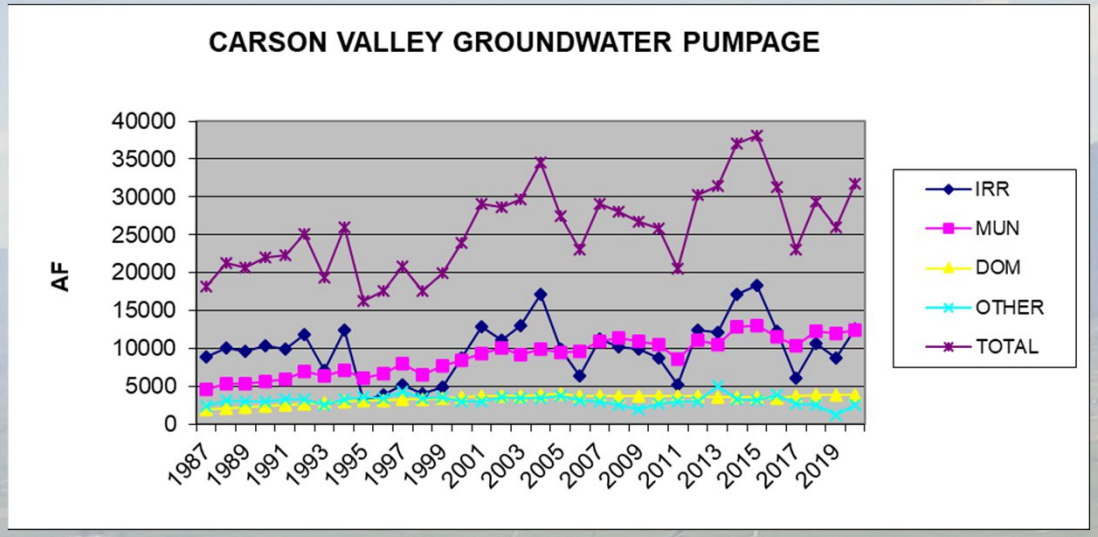


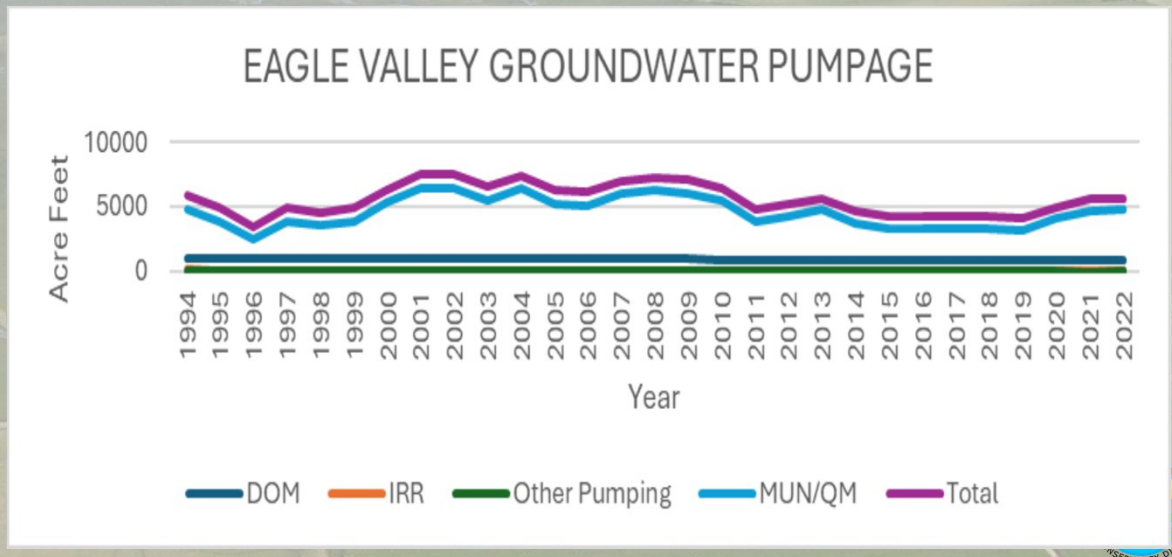
Groundwater Pumping

Summary on the Nine Major Water Purveyors

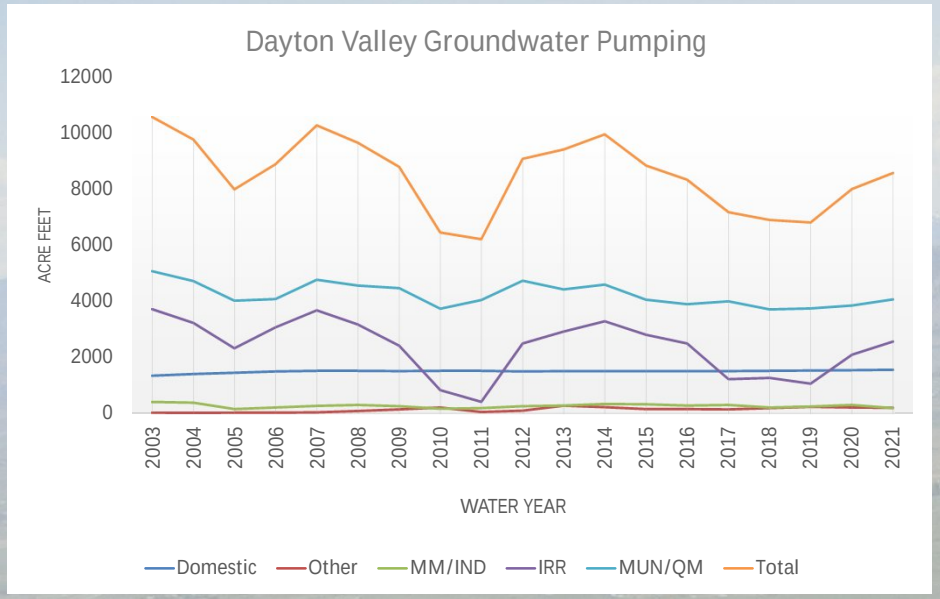
- Gardnerville Ranchos General Improvement District (GRGID) 0.54% growth
- Gardnerville Water Company (GWC) 0.54% growth
- Town of Minden 0.54% growth
- Douglas County 0.54% growth
- Indian Hills General Improvement District (IHGID) 0.8% to 0.0% growth
- Carson City Water Utility 0.7% to 0.1% growth
- Lyon County Utility 0.8% growth
- Stagecoach General Improvement District (Stagecoach GID) 0.43% growth
- Silver Springs Mutual Water Company (SSMWC) 0.43% growth

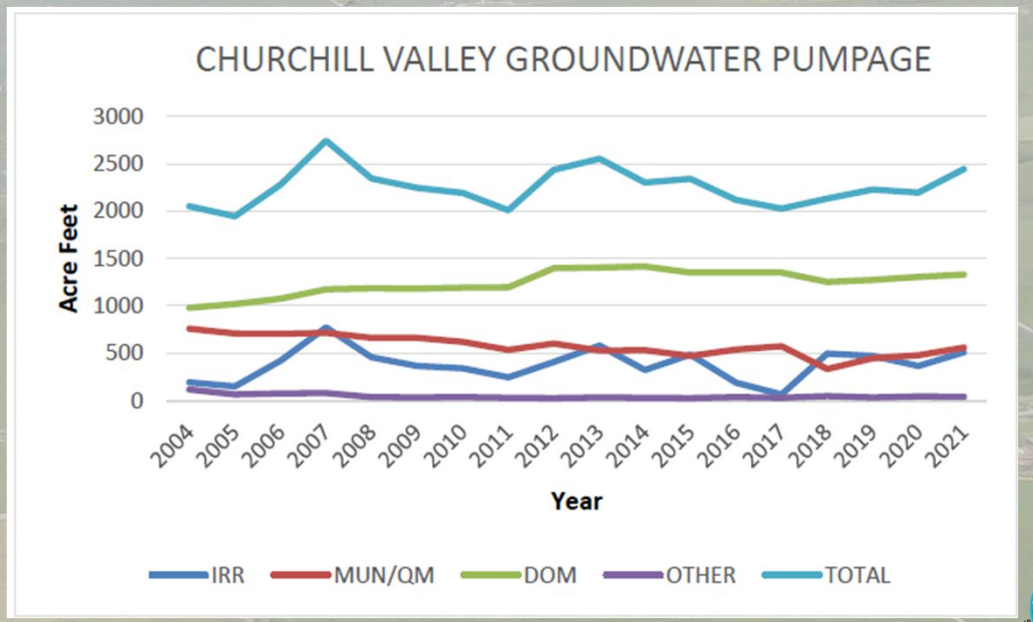
Groundwater Pumping



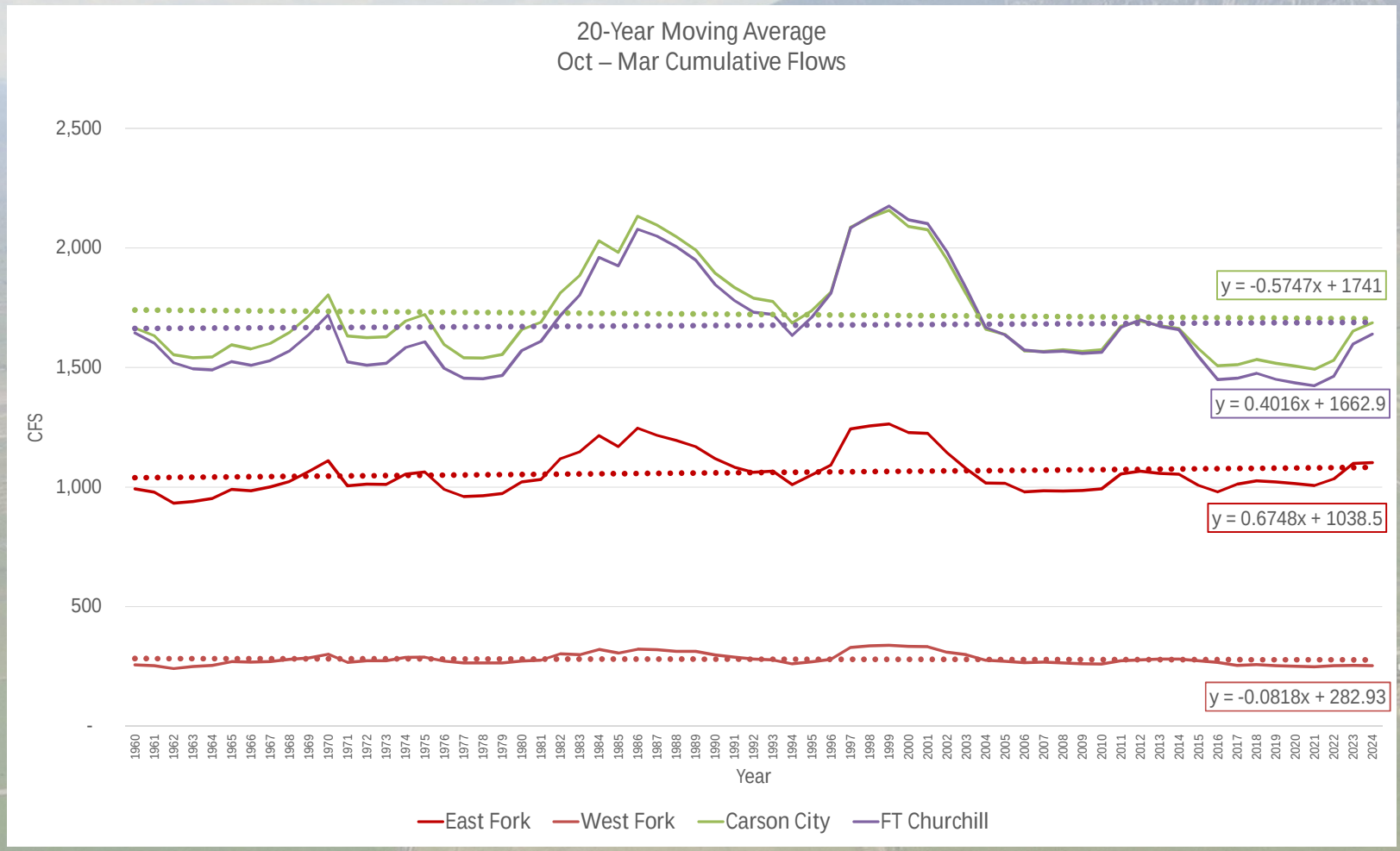


Groundwater Pumping





Runoff Changes

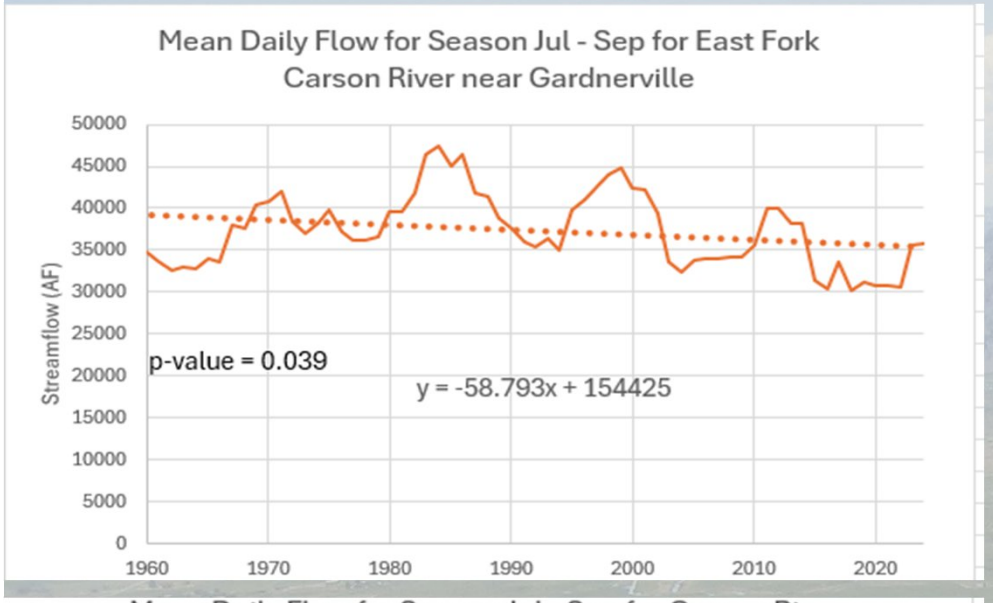


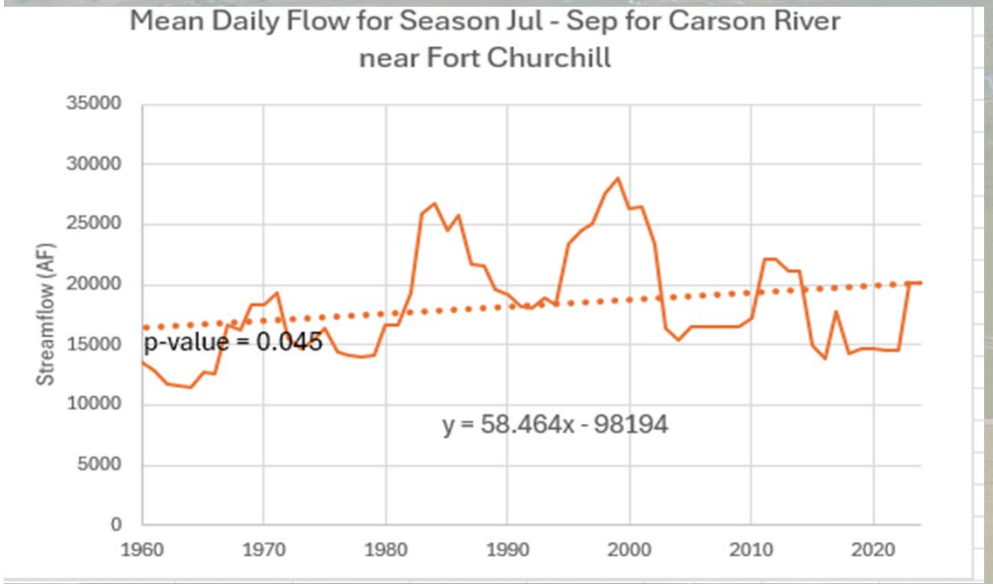
Runoff Changes

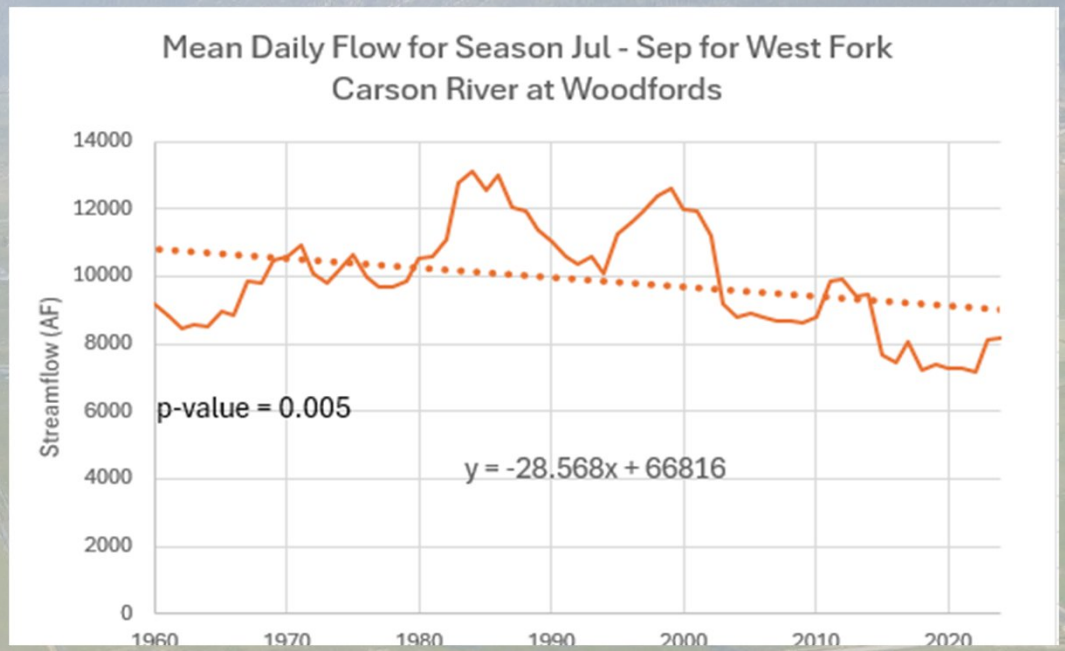
Runoff Change Trends
20-Year Moving Average

Gauges	Oct- Mar	Apr – Jun	Jul - Sep
East Fork	Increasing	Decreasing	Decreasing
West Fork	Decreasing	Decreasing	Decreasing
Carson City	Decreasing	Decreasing	Decreasing
Ft Churchill	Increasing	Increasing	Increasing

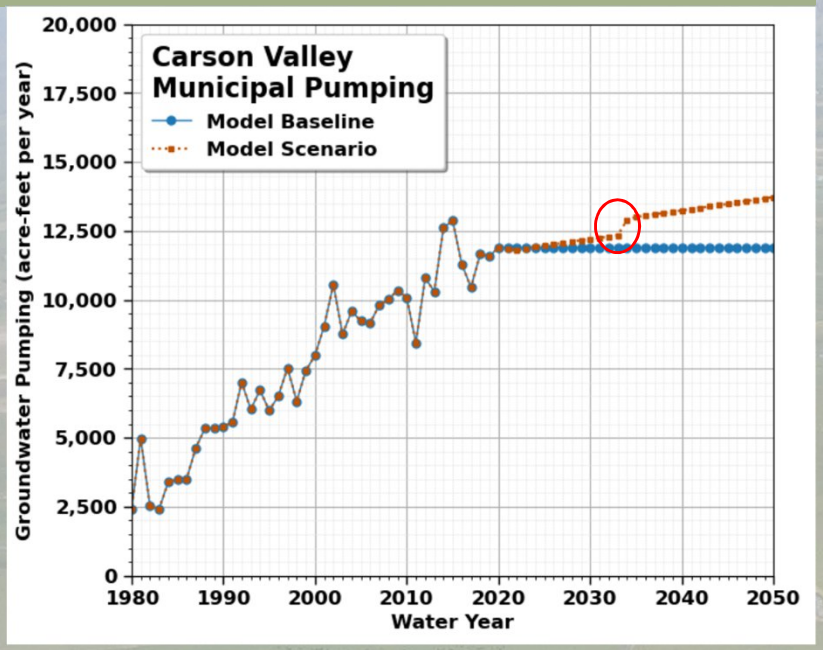
Runoff Changes

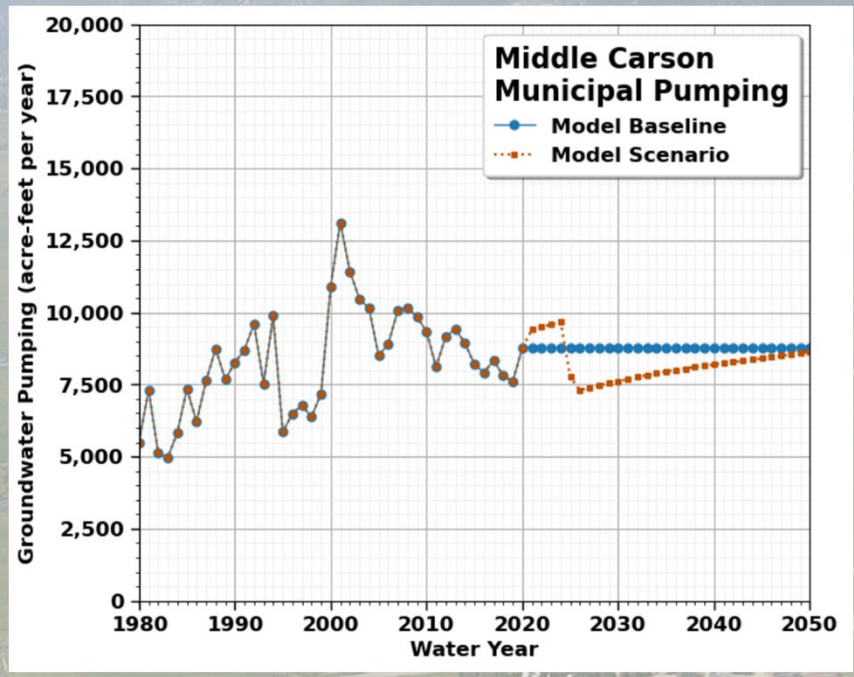




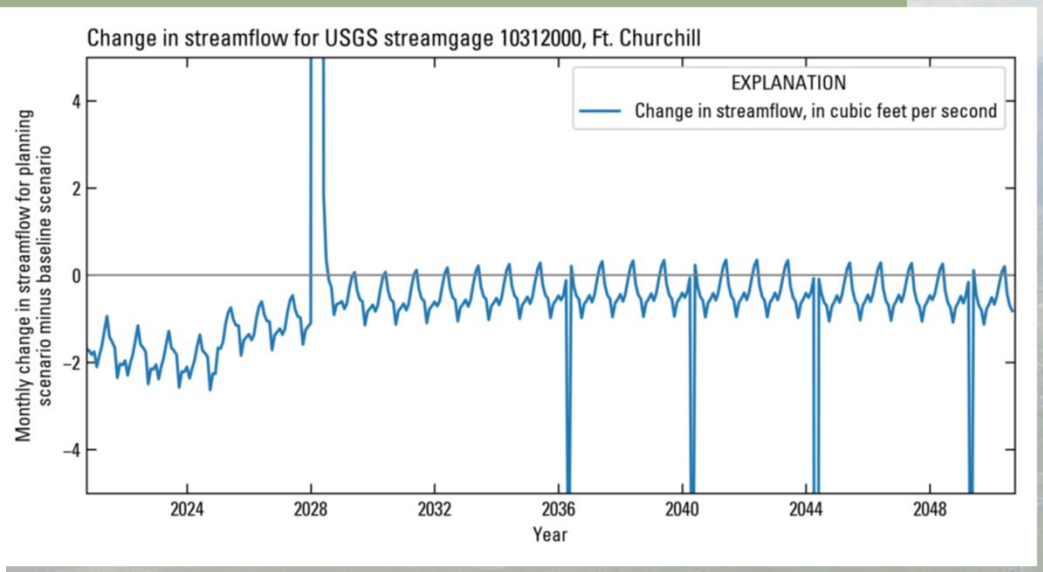


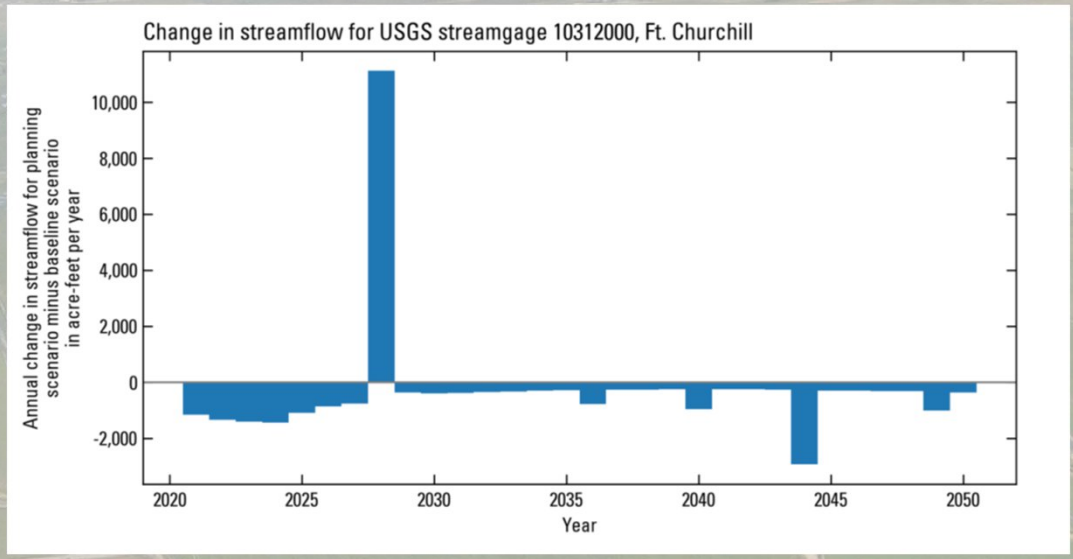
USGS Models


Carson Valley
Municipal Pumping
Model Baseline
Model Scenario
Groundwater Pumping (acre-feet per year)
Water Year
0
2,500
5,000
7,500
10,000
12,500
15,000
17,500
20,000
1980
1990
2000
2010
2020
2030
2040
2050


Middle Carson
Municipal Pumping
Model Baseline
Model Scenario
Groundwater Pumping (acre-feet per year)
Water Year
0
2,500
5,000
7,500
10,000
12,500
15,000
17,500
20,000
1980
1990
2000
2010
2020
2030
2040
2050

USGS Models


Change in streamflow for USGS streamgage 10312000, Ft. Churchill
EXPLANATION
Change in streamflow, in cubic feet per second
Monthly change in streamflow for planning scenario minus baseline scenario
4
2
0
-2
-4
2024
2028
2032
2036
2040
2044
2048
Year


Change in streamflow for USGS streamgage 10312000, Ft. Churchill
Annual change in streamflow for planning scenario minus baseline scenario in acre-feet per year
10,000
8,000
6,000
4,000
2,000
0
-2,000
2020
2025
2030
2035
2040
2045
2050
Year

Wet and Dry Years - Alpine Decree

- Alpine Decree Distributes the Surface Water flows Wet, Average, and Dry Years
- Impact on irrigation users. In dry years more groundwater is pumped.
- All the Major Water Purveyors Currently can meet their water demands in dry years.
- There are areas facing potential water shortages i.e. Johnson Lane and Ruhenstroth areas
- Additional work – evaluate the impact of multiple dry years

Conjunctive Management

- In 2017, Nevada Legislation authorized the Nevada State Engineer to conjunctively management surface and groundwater.

- NDWR is currently implementing conjunctive management strategy in the Carson River system for all new water right applications.

Potential Mitigation Strategies

- Non-Irrigation Season (October 1 to March 31):
  - Release dedicated surface water rights from upstream reservoirs
  - Recharge using reclaimed water
- Early Irrigation Season – Not Under Regulation (April 1 to June 30):
  - Release surface water from upstream reservoirs
  - Reclaimed water recharge
  - Use dedicated surface irrigation water rights
- Late Irrigation Season – Under Regulation (July 1 to September 30):
  - During this period, downstream users cannot place a call for water.
  - Mitigation may be necessary within the Carson River Segment where groundwater pumping occurs.
  - Use dedicated surface irrigation water rights
  - Coordination with the Federal Water Master and NDWR will be essential to determine appropriate mitigation actions.



Key Takeaways

1. Regional Systems and Sustainability
2. Carson River Flows
3. Groundwater Pumping
4. Conjunctive Management
5. Wet/Dry Year (Alpine Decree)

Thank You !

Special thanks to all stakeholders and partners that helped shape this plan.



Contact Us

Edwin James

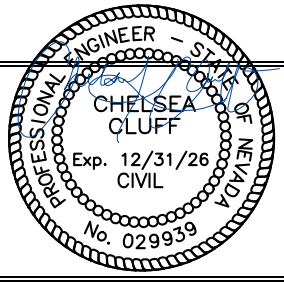
edjames@cwsd.org

775-887-7456

LUMOS & ASSOCIATES

MEMORANDUM

DATE: 12/9/2025
TO: Ed James
FROM: Chelsea Cluff, P.E.
SUBJECT: 30-Year Regional Drought and Water Sustainability Report



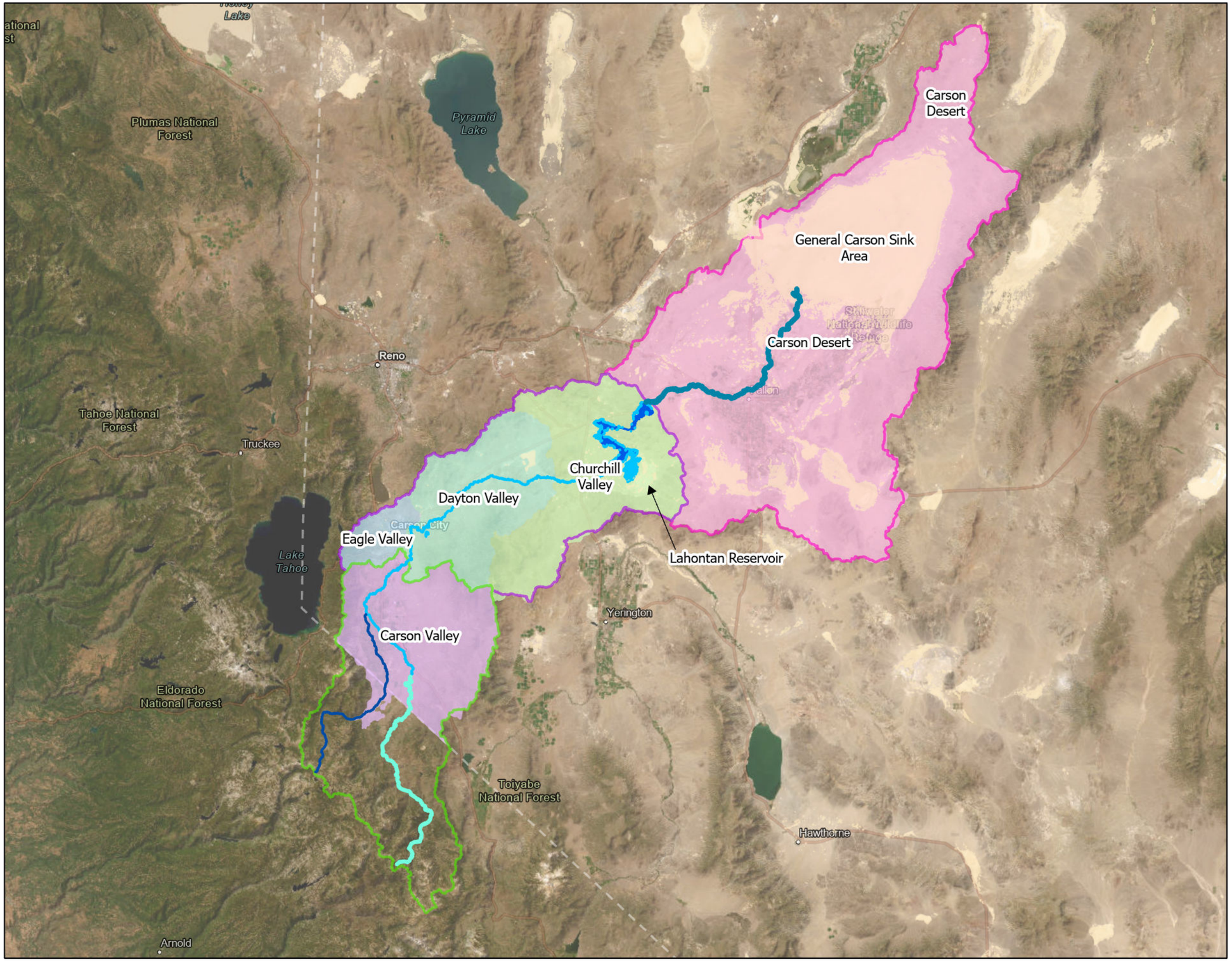
12/09/2025

1.0 Executive Summary: 30-Year Regional Drought and Water Sustainability Report

The **30-Year Regional Drought and Water Sustainability Report**, prepared by the Carson Water Subconservancy District (CWSD) with the United State Geological Survey (USGS) and Lumos & Associates (Lumos), addresses evolving water resource challenges in the Upper and Middle Carson River Watershed amid climate variability, population growth, and Nevada's conjunctive water management policies. This report highlights trends of earlier snowmelt, declining streamflows, and increased reliance on groundwater through 2051. While most municipal purveyors have adequate capacity, water quality, and water rights, Minden and Gardnerville Ranchos GID will face deficits requiring new wells or treatment upgrades, and growth in Silver Springs and Stagecoach areas is constrained by perennial yield and infrastructure limits. Recommendations include integrating conjunctive management into Water Master Plans, implementing mitigation strategies such as reclaimed water recharge and interties, and planning regional infrastructure upgrades to ensure sustainable water supply under drought risk and regulatory changes.

1.1 Background

In 2023, CWSD received a grant from the Nevada Division of Emergency Management (NDEM) to develop a Carson River Watershed Regional Drought and Water Sustainability Plan. CWSD contracted with the USGS to update the Upper and Middle Carson River models in order to evaluate the impact groundwater pumping may have on surface flows. CWSD hired Lumos to support USGS data collection and analysis efforts for nine (9) water purveyors within the Upper and Middle Carson River Watershed An overall map of the Carson River Watershed, with the Upper, Middle, and Lower sections delineated as they pertain to the analysis done in this report, is shown in Figure 1. Recent analyses (discussed in depth in Section 3.0) reveal trends within the Carson River watershed of earlier snowmelt and declining streamflow, creating uncertainty for water users. Nevada's adoption of conjunctive management (NRS 533.024) requires integrated planning for surface and groundwater resources, prompting CWSD to reassess traditional water management strategies in an effort to support water purveyors within the Carson River watershed.



Path: L:\LAProj\10974.000 - CWSD 30 Year Regional Drought Plan\3-Design\CWSD\CWSD\CWSD.aprx

LUMOS & ASSOCIATES
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STE 100, RENO, NV
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Figure 1: Carson River Watershed Basin Map

LEGEND

- West Fork - Carson River
- East Fork - Carson River
- Lower Carson River
- Carson River
- Lahontan Reservoir

Carson River Basin Sections

- Lower Carson
- Middle Carson
- Upper Carson

Groundwater Basins

- Carson Desert
- Carson Valley
- Churchill Valley
- Dayton Valley
- Eagle Valley
- Carson Sink General Area

N

Paper Size: 11" x 17"

0 5 10 15
Miles

Projection: Transverse Mercator
Grid: NAD 1983 UTM Zone 11N
Datum: North American 1983
Created by: dmarinrios

Date:	DEC, 2025
Project #:	10974.000
Revision:	0

1.2 Purpose and Goals

This document serves as an interim resource bridge, which incorporates preliminary USGS model results and research findings, to inform municipal water users and assist in their master planning efforts. Municipal water use is the focus of this report; however, its effect on agriculture as well as other groundwater pumping trends in the Carson River Watershed are mentioned. This report translates the preliminary modeling insights into high-level actionable information for purveyors to consider when planning for potential impacts to groundwater pumping on streamflows. This document is not intended to be a stand-alone water master plan; it is a reference guide to aid community specific water master plans to:

- Support informed decision-making regarding their groundwater pumping;
- Mitigate potential impacts to surface water flows; and
- Mitigate risk for future water resource challenges

The goal is to improve water availability and reliability while minimizing conflicts and preventing long-term harm to these critical resources.

1.3 Changing Conditions in the Carson River Watershed

Recent runoff analyses show that, despite a significant increase in groundwater pumping over the past 40 years, the overall volume of water flowing at the Fort Churchill gage has remained relatively stable. This consistency is likely attributable to both earlier snowmelt-driven runoff and reduced irrigation use in Carson City and Lyon County within the Carson River Watershed. Additional details and citations are provided in Section 3.1.

The Watershed has recently experienced warmer temperatures and changes in precipitation frequency and magnitude, leading to earlier runoff and decreased surface flows (Desert Research Institute, 2011). With little upstream storage available, both municipalities and agricultural users are facing water resource impacts. The 2021 *Water Marketing Report* documented significant shifts in annual streamflow patterns (Lumos & Associates, 2021). Changing flow conditions in the Carson River underscore challenges for downstream users (see Section 3.1.2). As the region continues to grow, concerns are mounting over the ability to meet future water demands while not impacting downstream water users, especially during extended drought periods.

Notable changes include:

- More pronounced fluctuations between high and low flows
- A reduction in overall average streamflow
- A shift in the timing of peak flows, now occurring earlier in the year (see Section 3.1)

1.4 Conjunctive Management and the Need for Integrated Planning

Like much of the western United States, the Nevada Division of Water Resources (NDWR) is working to address the challenges related to the interaction of surface water and groundwater throughout the state. During 2017 legislative session, NDWR was authorized in NRS 533.024 (e) (The State of Nevada, 2017) to conjunctively manage the appropriation, use and administration of all waters of this State, regardless of the source of the water. Since this authorization, the Nevada State Engineer has begun exploring how to manage hydrologically connected water sources in Nevada, including the Carson River Watershed.

Surface water within the Carson River Watershed is governed by Nevada water law, federal Alpine Decree, and the Operating Criteria and Procedures for the Newlands Project (OCAP). The Federal Water Master is appointed to administer federal decrees. The Alpine Decree, adjudicated by the federal court in 1980, was based on historical flow conditions and water diversion patterns. A federally appointed Water Master is responsible for allocating water according to the Decree, based on annual runoff conditions.

As streamflow conditions continue to evolve, there is increasing focus on the integrated management of surface and groundwater resources. The State of Nevada has recently begun implementing conjunctive management, particularly in the Humboldt Basin within the Great Basin Watershed (NDWR, n.d.). However, the Nevada Division of Water Resources (NDWR) is still evaluating the full impacts of this approach.

NDWR is currently implementing conjunctive management strategy in the Carson River system for all new water right applications. At present, all water purveyors within the Carson River Watershed recognize the need to incorporate conjunctive-management principles into their water operations. Some municipalities, such as Carson City Water Utility are using them, but these concepts are not currently included in their Water Master Plans.

1.5 Study Timeline and Process

Data collection for the 30-Year Regional Drought and Water Sustainability Report began in May 2023. Lumos and CWSD met with nine (9) purveyors within the Carson River watershed upstream of the Lahontan Reservoir. Each meeting consisted of a discussion on the project scope and a request for current and future well capacities, locations, water quality, and water rights. The nine (9) purveyors included in the study are:

- Gardnerville Ranchos General Improvement District (GRGID)
- Gardnerville Water Company (GWC)
- Town of Minden
- Douglas County
- Indian Hills General Improvement District (IHGID)
- Carson City Water Utility
- Lyon County Utility
- Stagecoach General Improvement District (Stagecoach GID)
- Silver Springs Mutual Water Company (SSMWC)

This report focuses on the Upper and Middle Carson River, so water purveyors in Alpine County, Storey County, Churchill County, and the City of Fallon were not included in the analysis. Additionally, NDWR will study areas downstream of Lahontan Reservoir under the Nevada Water Initiative. This future effort will evaluate water sustainability in the Carson Desert Groundwater Basin. Alpine County was excluded from this analysis since the Markleeville Water Company has such a limited user base and demand. Storey County was excluded since its water is supplied from the Marlette Lake Water System, which falls outside the Carson River Watershed.

Following the initial meetings, each purveyor submitted data to Lumos, including:

- Total well pumpage (by well) from 2018 to 2022 (for SSMWC ten years of pumping data was used)
- Water meter usage by customer type (where available) from 2018 to 2022

- Water rights documentation
- Water quality data from 2018 to 2022

The data was analyzed to determine current production and 5-year well production averages for each purveyor. Based on this analysis, draft reports were developed for each of the nine purveyors.

To project future water demand over a 30-year period (2021–2051) in the draft reports, water purveyor-supplied annually compounded population growth rates were used when available. Where system-specific growth rates were not available, annually compounded population growth estimates from the Nevada State Demographer were used (see Section 2.0 for a breakdown of growth rates used per purveyor). These projections were then compared against current usage, supply, and held water rights to assess the long-term viability of each purveyor's water sources.

Draft reports were distributed to CWSD and the respective purveyors in November 2023 for review, which allowed purveyors to provide feedback on local issues and fine tune anticipated growth assumptions. In early 2024, follow-up meetings were held with each purveyor and CWSD to discuss the reports and identify key data trends.

Finalized reports, including 30-year demand projections, were delivered to the USGS in May 2024. As USGS developed a groundwater model, Lumos and CWSD collaborated to refine well locations and confirm well permit numbers. The USGS groundwater model was divided into two segments:

- Upper Carson Model: Includes purveyors upstream of Carson City. Also denoted as "Carson Valley" in preliminary model results from USGS.
- Middle Carson Model: Includes purveyors from Carson City to Silver Springs

The USGS shared initial modeling results for the Upper Carson Model with water purveyors on August 18, 2025, and preliminary results for the Middle Carson Model were provided to CWSD on October 1, 2025. USGS was preparing a technical report summarizing the final modeling outcomes, but the federal government shutdown prevented USGS from delivering the final model results and technical report.

The USGS will continue refining the model and preparing a final report. This information will be incorporated into the capture model funded by Churchill County and other local entities. The USGS estimates that the capture model will be completed in 2028. This document will interpret and present the preliminary findings received by the USGS as of October 1, 2025. Further details regarding the groundwater model and its results are provided in Section 3.4. A draft of the 30-Year Drought Plan (30-Year Plan) was distributed to all nine (9) purveyors along with other entities such as the Federal Water Master, and Nevada Bureau of Recreation for review on October 21, 2025. Following the completion of the review process, the final 30-Year Plan and Water Sustainability Report will be presented to the CWSD Board, along with the relevant counties and water purveyors within the Carson River Watershed. The final report must be submitted to the Nevada Department of Emergency Management by the end of January 2026 to satisfy grant funding requirements. Figure 2 illustrates the project timeline to create the 30-Year Plan shown below.

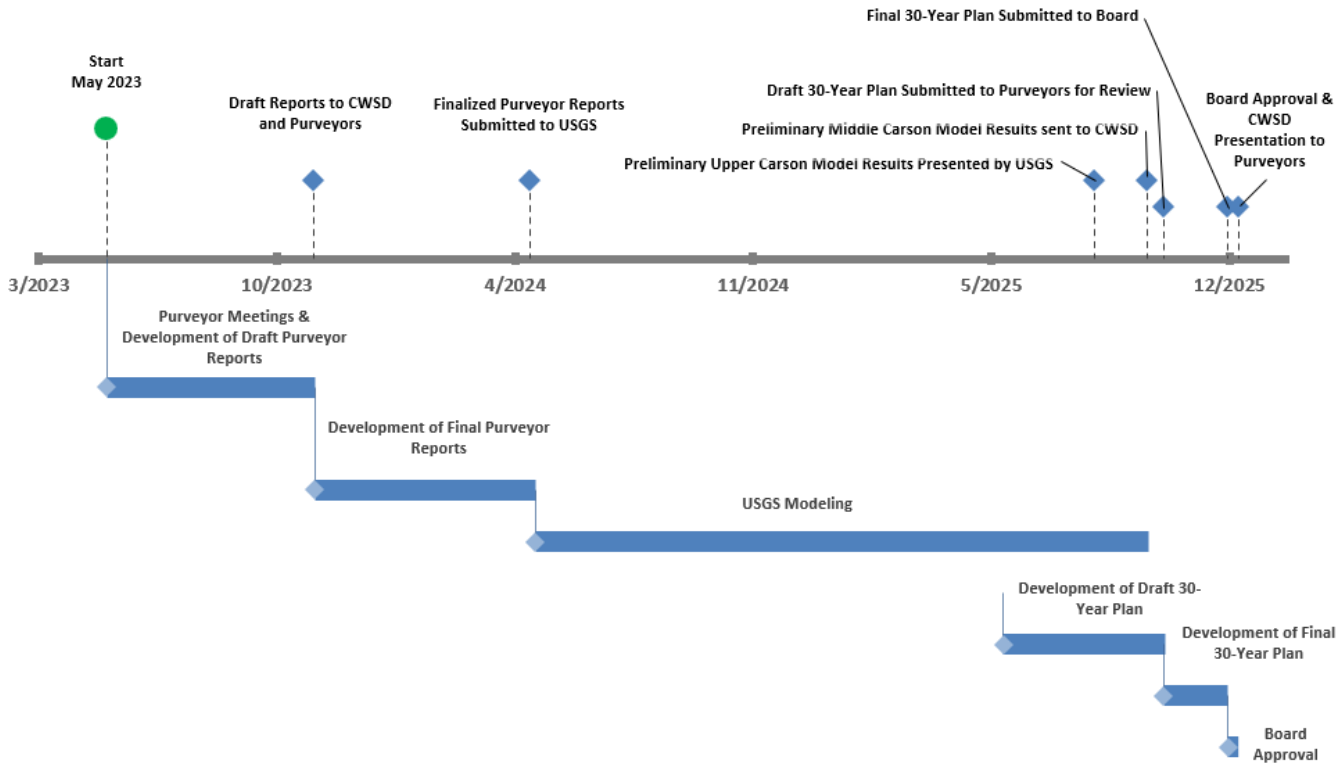


Figure 2: Overall Project Timeline for 30-Year Plan

2.0 Summary of Initial Reports

The initial reports compiled by Lumos provided each water purveyor with a high-level technical memorandum assessing long-term water resource sustainability. These reports analyzed 30-year projections of municipal growth, groundwater pumping data, water quality, and available water rights. Annually compounded growth rates were derived from purveyor-provided future connection counts, master plans, or Nevada State Demographer estimates. Findings indicate that while most purveyors have sufficient capacity through 2051, Minden and Gardnerville Ranchos GID will face deficits requiring new wells or treatment upgrades. Silver Springs and Stagecoach can meet projected demand but are constrained by perennial yield limits and domestic well impacts. Additional challenges for these two purveyors include infrastructure limitations, such as arsenic treatment capacity at SSMWC. Overall, the reports highlight potential shortfalls and emphasize the need for regional coordination and strategic planning to ensure sustainable water supply.

Annually compounded growth rate assumptions used for each purveyor, with the source of each purveyor-approved growth rate, are summarized below:

- GRGID: 0.54% (Douglas County estimates)
- GWC: 0.54% (Douglas County estimates)
- Town of Minden: 0.54% (Douglas County estimates)

- Douglas County
    - North County, East Valley, West Valley, Clear Creek, and Montana areas: 0.54% (Douglas County estimates)
    - Sierra County Estates: 0.3% (purveyor-provided)
    - Foothill: 0.6% (purveyor-provided)
    - Fairgrounds: 0% (purveyor-provided)
- IHGID: Varies from 0.8% to 0.0% by 2038 (State Demographer / Douglas County estimates)
- Carson City Water Utility: Varies from 0.7% (starting in 2025) to 0.1% by 2040 (State Demographer)
- Lyon County Utility: 0.8% (Nevada State Demographer)
- Stagecoach GID: 0.43%, based on 186 projected connections distributed evenly through 2051 (purveyor-provided)
- SSMWC: 0.43%, based on 154 projected connections distributed evenly through 2051 (purveyor-provided)

Table 1 summarizes the projected 2051 water demands based on the growth rates and compares these demands to current water supply (provided by municipal wells). Well capacity was determined using an assumption of 16-hour pumping period. Lyon County requested a 21.6-hour pumping period be used to more accurately portray their municipal operation. The results of the analysis reveal the following:

- Minden and GRGID are projected to exceed their current pumping capacities and will require additional wells by 2051 to meet their future needs.
    - For Minden, this shortfall includes water exported via the intertie to meet future growth in North Douglas County and IHGID. Carson City's intertie demand will not increase in the future since it is already utilizing most of its available capacity.
    - If Wells 5 and 8 were brought back online, GRGID could meet future demand, but they are offline due to arsenic contamination. To bring them online, arsenic would need to be treated. Developing new well sites would be the other option. As of the publishing date of this report, GRGID is in the process of exploring both of these opportunities.
- GWC, Carson City, and Lyon County are well-positioned to meet projected demand through 2051.
- Douglas County's four hydraulically disconnected systems (Fairgrounds, Foothills, Sierra County Estates, and North County) and IHGID have enough pumping capacity through 2051 under current growth assumptions. However, Douglas County may need to secure additional resources beyond the 30-year planning horizon, as their projected surplus is between 0.10 and 1 MGD. IHGID is hindered geographically for future growth, therefore additional water resources may not be necessary to secure outside the planning horizon.
- SSMWC and Stagecoach GID are projected to have adequate well capacity and water rights to support growth through 2051. However, their growth is limited by the perennial yield of their respective basins, as detailed in Section 2.1.1.

Table 1: Projected 30-Year Growth and Average Water Needs per Purveyor

Purveyor	Maximum Available Water (MG/day)	Projected Average 2051 Demand (MG/day)	Deficit / Surplus (MG/day)
GRGID[1]	4.41	6.24	-1.84
GWC	6.62	2.59	4.03
Minden[2]	13.70	16.40	-2.80
Douglas County – North County, East Valley, West Valley, Clear Creek, and Montana[3]	3.98	3.88	0.10
Douglas County – Sierra County Estates	0.43	0.16	0.27
Douglas County - Foothills	0.32	0.32	0.00
Douglas County – Fairgrounds[4]	0.19	0.08	0.11
IHGID	2.30	1.89	0.41
Carson City	20.26	17.29	2.97
Lyon County	13.98	5.36	8.61
Stagecoach	1.01	0.61	0.40
Silver Springs[5]	1.01	0.95	0.06

Notes:
[1] Flows do not include Wells #5 and #8.
[2] Combined values for Town of Minden and Regional Intertie flows.
[3] Flows do not include North County Well #1.
[4] Flows do not include Fairgrounds Well #1.
[5] Typically only two (wells) are in operation at one time due to limitations regarding the arsenic treatment plant, providing a maximum of 1,750 gpm (1.01 MGD)

Key

	Additional Surplus for Future Growth (greater than 2 MG/day of production surplus)
	Enough Surplus for Future Growth (between 0 and 1 MG/day of production surplus)
	Deficit (negative production surplus)

It is important to note that all growth projections are based on the best available data at the time of this report and are subject to change due to unforeseen events, unknown industrial or large-scale developments, or economic shifts. While actual future growth may deviate from these projections, this analysis is intended to serve as a high-level estimate for purveyors and to highlight potential future water resource shortfalls in order to support long-term infrastructure and supply planning.

Water rights and well water quality were analyzed in the purveyor specific reports provided by Lumos & Associates. Eight (8) of the nine (9) purveyors provided water quality data to Lumos, of which all eight (8) had limited water quality concerns. Purveyors such as GRGID, Douglas County, Minden and Carson City proactively monitor wells by performing spot samples of specific contaminant levels of concern. All nine (9) of the purveyors had adequate water rights to match projected growth. For specific discussion around water quality and water rights for each purveyor, please refer to individual purveyor memos (shown as 2023 Lumos memos in References).

2.1 Water Supply Limitations Impacting Growth in Silver Springs and Stagecoach

Growth in the Silver Springs and Stagecoach areas is limited by the availability of groundwater, which is constrained by the perennial yield of the local aquifers, nearby domestic well use, and groundwater treatment limitations (SSMWC only). Silver Springs and Stagecoach may not be subject to conjunctive management due to their sole reliance on groundwater and distance of their wells from the Carson River. However, these two entities are going to be more affected by perennial yield than conjunctive management.

2.1.1 Perennial Yield Constraints

Perennial yield refers to the maximum amount of groundwater that can be sustainably extracted from a basin on an annual basis without causing long-term depletion.

- In the Churchill Valley Basin, which serves the Silver Springs area, the estimated perennial yield is 1,600 acre-feet annually (AFA) (Nevada Division of Water).
- In the Stagecoach area, subbasin of Dayton Valley Basin, the estimated perennial yield is 800 AFA (Nevada Division of Water).

Perennial yield estimates are found in the NDWR groundwater pumping reports. Perennial yield calculations do not include potential groundwater recharge from other sources such as septic systems or irrigation return flows.

2.1.2 Impact of Domestic Wells

In the Churchill Valley Groundwater basin and Stagecoach subbasin of Dayton Valley Groundwater basin, domestic wells have the potential to be a combined larger user compared to the local water purveyors. While domestic wells do not directly affect the production capacity of the SSMWC or the Stagecoach GID, they draw from the same groundwater basins, contributing to the overall demand on limited water resources.

- There are approximately 1,788 domestic wells;
    - 1,348 in Silver Springs
    - 440 in Stagecoach

Since domestic wells are not metered, the NDWR assumes 1 AFA per well in the groundwater pumping reports. The National Environmental Education Foundation (NEEF) claims the average Nevada residents use is 134 gallons per day (gpd), or 0.15 AFA, (National Environmental Education Foundation, 2021) in and around their home. As a conservative median, CWSD estimates the water use in Silver Springs area is between 0.3 to 0.6 AFA/well. To simplify the Middle Carson Model, the USGS is assuming 0.5 AFA/well in their modeling efforts.

2.1.3 Infrastructure and Treatment Limitations

For SSMWC, future growth is further constrained by the capacity of its arsenic treatment facility, constructed in 2010. Naturally occurring arsenic concentrations are high in local groundwater, so all of SSMWC's extracted water must be treated.

- The arsenic treatment facility is currently limited to a maximum flow rate of 1,750 gallons per minute (gpm), or 1.01 million gallons per day (MGD).
- While additional wells are available, the arsenic treatment system's capacity would need to be increased before more wells are activated.

2.1.4 Planning for the Future

To support long-term growth in Churchill Valley communities, new infrastructure will likely be necessary and may require imported water. While the complexities of water rights and transfer mechanisms are beyond the scope of this report, the need for regional coordination is clear. For Silver Springs and Stagecoach to address these challenges and ensure sustainable development, a regional plan with a collaborative and strategic approach will be critical for both purveyors.

3.0 Data Analysis Post-Preliminary Model Results

3.1 Long-Term Runoff Trends

3.1.1 USGS Scientific Investigations Report (2023)

In 2023, the USGS completed a report assessing potential effects of changes in water use in the Middle Carson River (USGS, 2023). Included in the report was an analysis of the changes in the mean daily flows shown by the Carson River and Fort Churchill stream gauges (ft^3/s). The trendline of this data showed a decline in stream flows (see Figure 3 and Figure 4 below).

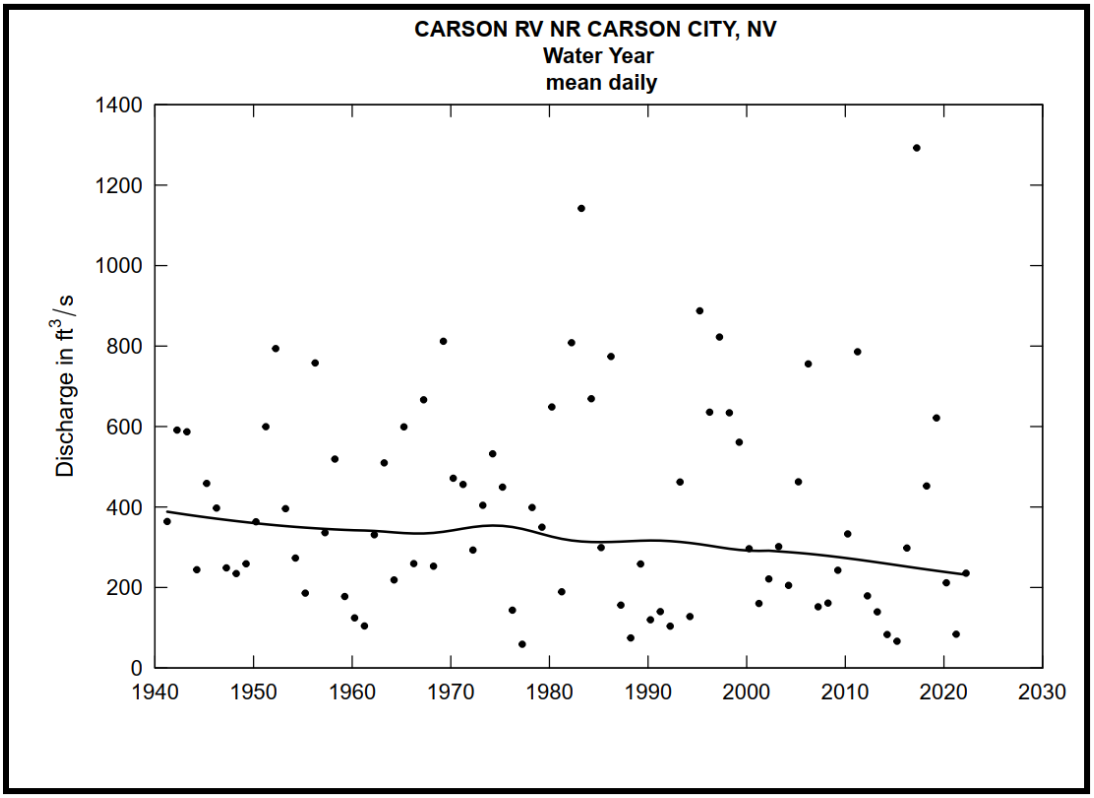


Figure 3: Carson River Stream Guage Annual Discharge (USGS, 2023)

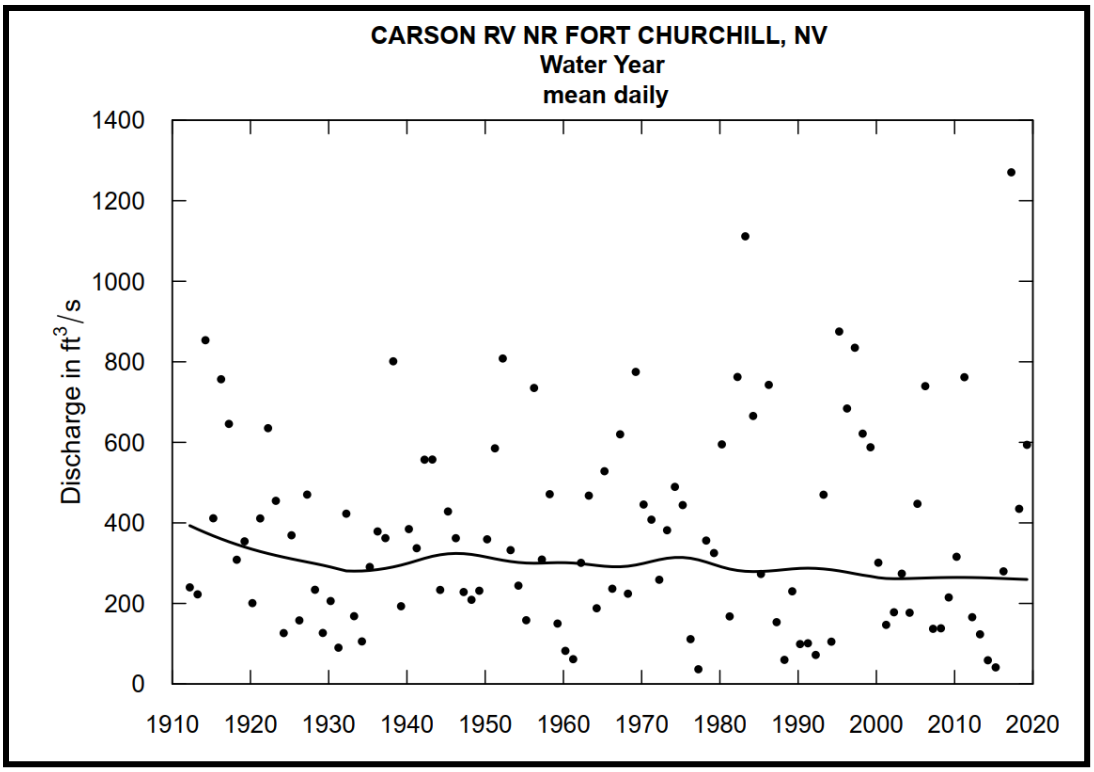


Figure 4: Carson River Fort Churchill Stream Guage Annual Discharge (USGS, 2023)

CWSD staff conducted the same analysis for the East Fork Gardnerville Gauge and the West Fork Woodfords Gauge. This analysis showed a similar decline in stream flow (see Figure 5 and Figure 6 below).

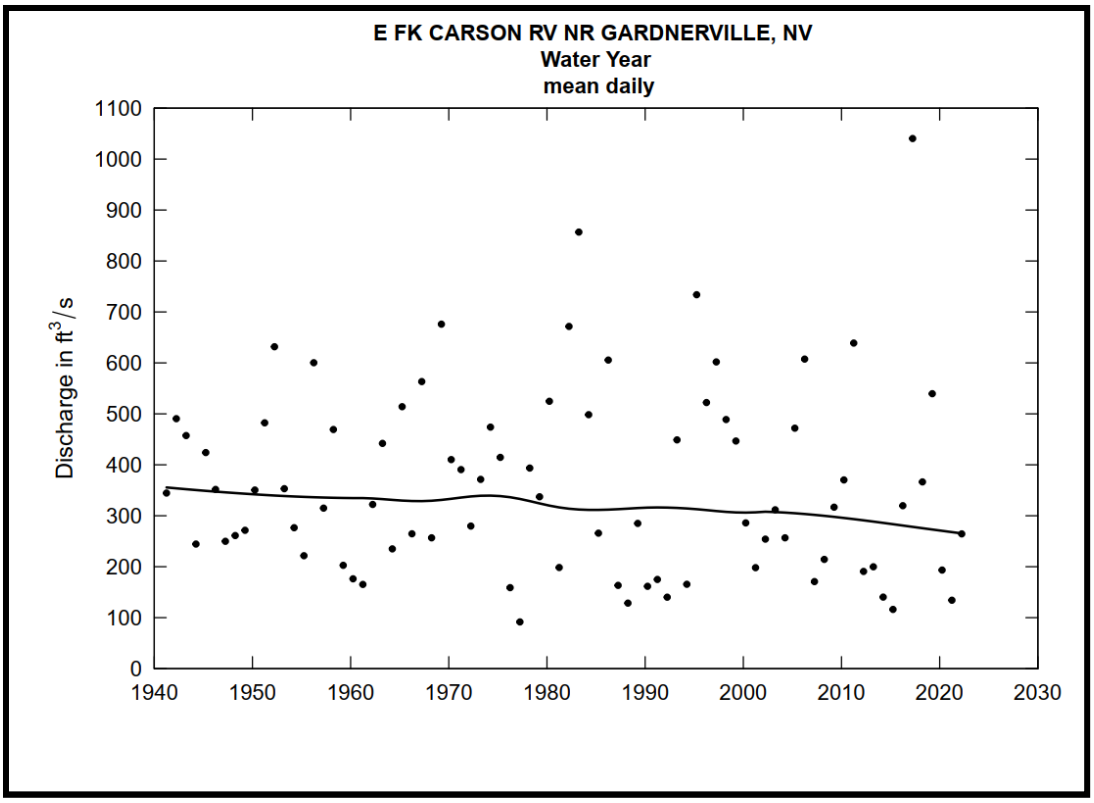


Figure 5: East Fork Carson River Stream Guage Annual Discharge (CWSD)

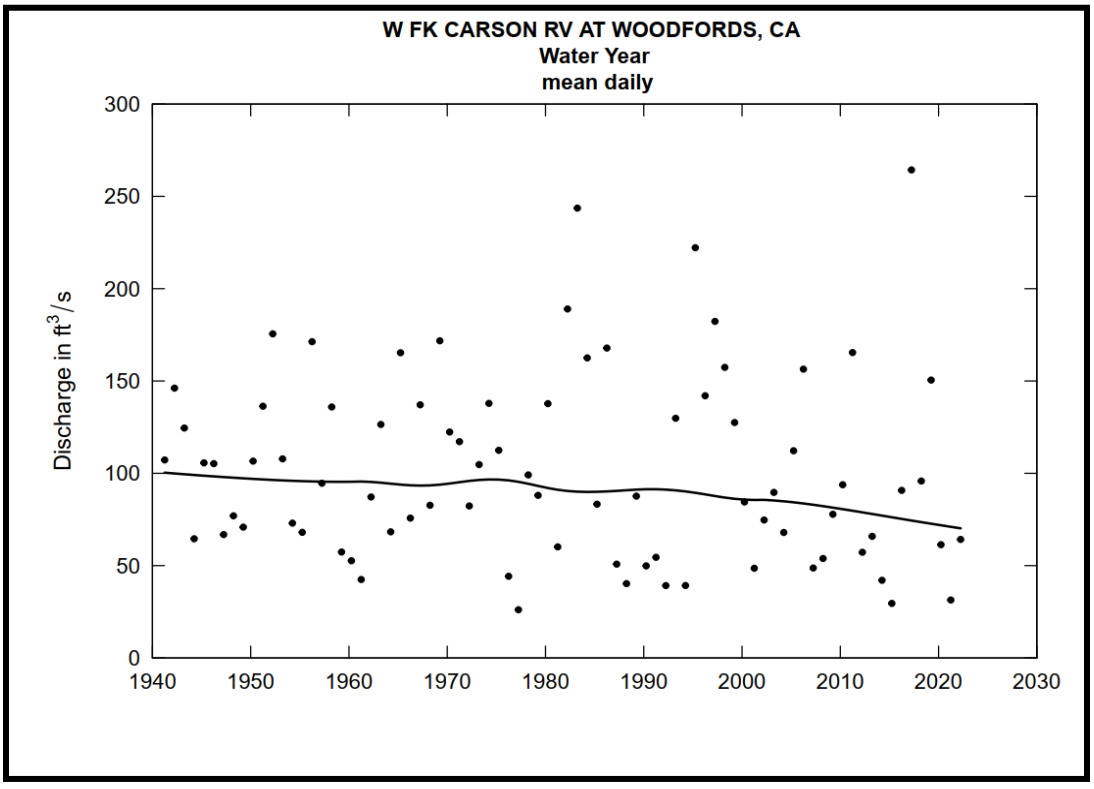


Figure 6: West Fork Carson River Stream Guage Annual Discharge (CWSD)

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Figure 3 through Figure 6 illustrates that the decrease in stream flow to the Carson City and Fort Churchill gauges are being holistically affected along all portions of the watershed (Upper to Lower). It can be assumed that these trends are occurring due to a combination of natural stream flow changes and human impacts.

3.1.2 Lumos Water Marketing Report

Lumos & Associates produced a Water Marketing Report in 2021 for CWSD. The *2021 Water Marketing Report* serves to inform the need for the 30-Year Plan.

Historical flow data for the Carson River was separated into two (2) distinct time frames:

- 1940 to 1979 (40 years)
- 1980 to 2018 (38 years)

Flows are separated because each of the two timeframes show strongly correlated trends based on changing weather patterns. For example, the *2021 Water Marketing Report* plotted Annual Average Discharge and Peak Discharge rates per year over the 78-year timeframe, as shown in Figure 7 (Lumos & Associates, 2021). Prior to 1980 (shown by the vertical blue line in Figure 7), variations in average annual flows were much smaller in amplitude than after 1980. This information is further highlighted by Table 2, which shows that not only did the frequency of high and low flow events (defined as flows above the 90th percentile and below the 10th percentile, respectively) increase after 1980, but the magnitude of these events were seen to increase by at least 100%. For example, Table 2 lists the 90th percentile average annual flow for the Carson River Gauge near Carson City as 732 cfs. Between 1940 to 1979 average annual flows only exceeded 732 cfs three (3) times but between 1980 to 2018 average annual flows exceeded 732 cfs eight (8) times, which was more than double the frequency seen historically. Additionally, between 1940 and 1979 the highest annual average flow was approximately 800 cfs but between 1980 and 2018 the largest annual average flow increased 167% to approximately 1,300 cfs. Trends for this specific example correlate to the information provided in Figure 7.

The Water Marketing Report concluded that the measured Carson River flows have become more variable and exhibit more extreme peak flows and a higher frequency of lower flows. This has led to a decreasing trend in yearly average instream flows. The data analyzed in the *2021 Water Marketing report* is based on flows captured at the following gauges: East Fork Gardnerville Gauge, West Fork Woodfords Gauge, Carson City Gauge, and the Fort Churchill Gauge.

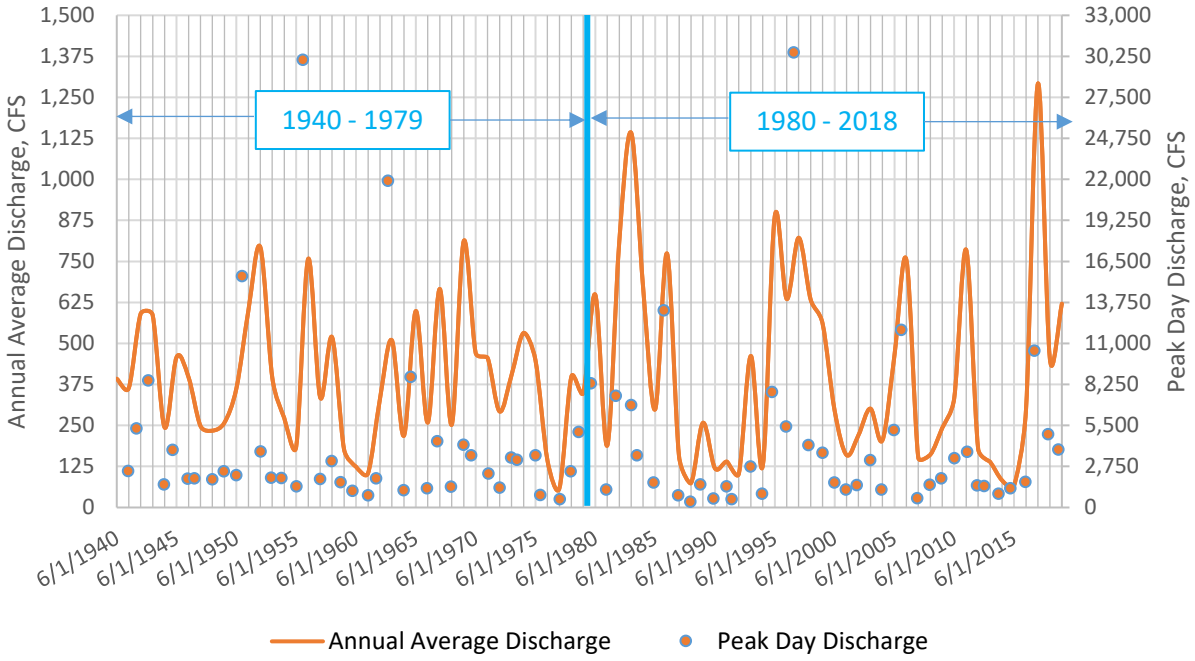


Figure 7: Carson River near Carson City Historical Data (USGS #10311000) (Lumos & Associates, 2021)

Table 2: Trends in Instream Flow (Lumos & Associates, 2021)

	Gauges			
	West Fork at Woodfords	East Fork near Gardnerville	Carson River near Carson City	Carson River near Fort Churchill
90th Percentile Flow (CFS)	167	600	732	710
Number of Years Annual Average Flow Exceeded 90th Percentile Flow				
1940 to 1979	3	3	3	3
1980 to 2018	6	8	8	8
% Increase in Extreme High Flow	100%	167%	167%	167%
10th Percentile Flow (CFS)	40	135	76	50
Number of Years Annual Average Flow was Less Than 10th Percentile Flow				
1940 to 1979	1	1	1	1
1980 to 2018	3	2	2	1
% Increase in Extreme Low Flow	200%	100%	100%	0%

Changes in annual instream flows for the Carson River were also studied in a report published by the Desert Research Institute (DRI) and CWSD (Desert Research Institute, 2011). This report used similar timeframes that were used in the *2021 Water Marketing Report* (1940-1974 and 1975-2009 versus 1940-1979 and 1980-2018, respectively) and found that both the East and West Fork gauges showed a significant increase of instream flow during March and April with a correlating decrease of instream flow in June and July, as seen in

Figure 8a and Figure 8b, respectively. This analysis conveys that weather patterns are shifting to bring earlier runoff in the year than was experienced historically.

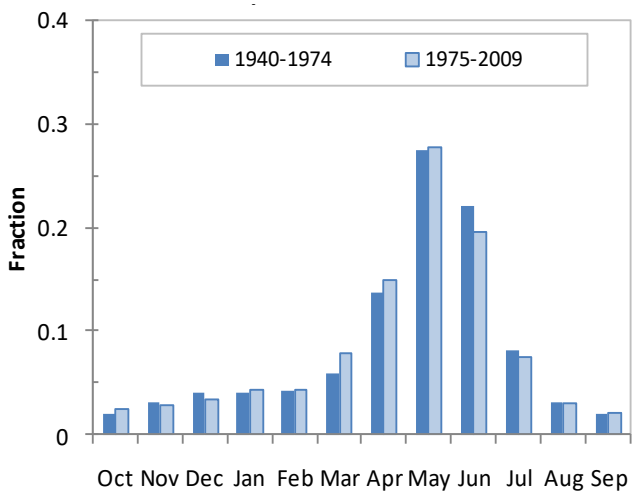


Figure 8a: Distribution of Total Annual Streamflow at East Fork (Desert Research Institute, 2011)

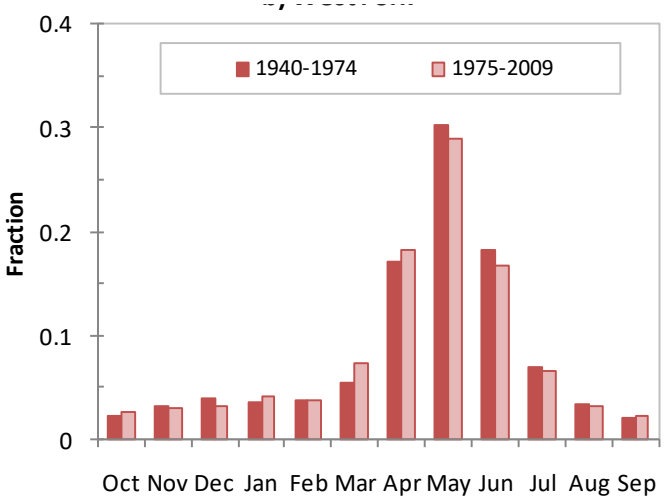


Figure 8b: Distribution of Total Annual Streamflow at West Fork (Desert Research Institute, 2011)

Furthermore, it has also been shown that surface water trends in the Carson River System affect the nearby aquifers. As shown in the Groundwater Sustainability in Gardnerville Ranchos Report (Desert Research Institute, 2025), high flows in the Carson River during the winter season led to a slight increase in groundwater levels in the following spring season. Declining surface water levels overall will eventually lead to a decrease in groundwater levels in the GRGID area. These groundwater trends are more notable closer to the Carson River, illustrating the impact that seasonal variations in river flow have on the surrounding groundwater tables, which purveyors rely on for groundwater pumping.

This section's studies indicate trends of instream flows becoming more variable with more extreme high flows and more prolonged periods of low flows. With this increased variability, runoff patterns may be more difficult to predict and to subsequently determine future impacts. The overall decrease in instream flow seen in these trends and lack of water storage upstream of the Lahontan Reservoir may impact upstream surface irrigators and drive a need to pump more groundwater.

3.2 Alpine Decree

The Alpine Decree states that *"the Water Master shall begin to direct the distribution of water on such date that he determines there is not enough water…"*. While general seasonal dates are referenced in the decree, the Water Master has full discretion to begin or end the irrigation season earlier or later based on actual conditions. This flexibility has been exercised numerous times in the past. It is also worth noting that regulation can occur at any point during the irrigation season. For example, in an extremely dry year, the irrigation season might begin with regulation due to low flow conditions. On the West Fork, although the rotation between Nevada and California is very specific to begin the first Monday in June (as prescribed in the Anderson Bassman Decree), if flows in the river are insufficient to satisfy all priorities, then the Water Master will regulate diversions within each segment based on priorities. In an exceptionally wet year with a large and extended runoff,

regulation on both the East and West forks may occur much later and in some extreme cases, may not occur at all if the flows never reach a level that would require restrictions.

The Carson River is actively managed year-round by Water Master staff; however, to simplify the analysis of runoff changes, the dataset is divided into three distinct time periods. The first period is the *non-irrigation season* (October 1 to March 31). The second period covers the *early irrigation season* (April 1 to June 30), when there is typically enough water to meet most upstream irrigation demands and to supply inflow to Lahontan Reservoir. The third period represents the *late irrigation season* (July 1 to September 30), when water supplies are usually insufficient to meet all upstream demands, and the Federal Water Master regulates water by segments. Actual annual water allocations depend on each year's observed runoff.

3.3 Flows Trends in the Upper and Middle Carson River

As part of this study, the CWSD analyzed the impacts of Carson River flows on groundwater pumping using a 20-year moving average from 1940 to 2020 for the East Fork, West fork, Carson River, and Fort Churchill gauges. The data was categorized according to the three time periods:

- Non-irrigation season (October–March, shown in Figure 9);
- Early Irrigation season – not under regulation (April–June, shown in Figure 10);
- Late Irrigation season – under regulation (July–September, shown in Figure 11).

The data shown in the figures starts in 1960, since it is the first year that calculates an average of the previous 20 years (1940-1960). Streamflow for every year after 1960 is representative of the average of the previous 20 years (1941-1961, 1942-1962, etc.)

Most runoff trends at the East Fork, West Fork, and Carson City gages show declines across the non-irrigation, early-irrigation, and late-irrigation seasons, with the exception of the East Fork during the non-irrigation period. In contrast, flows at the Fort Churchill gauge increase across all three seasons. Of the twelve trend estimates, only three have p-values below 0.05: the East Fork late-irrigation season, the West Fork late-irrigation season, and the Fort Churchill late-irrigation season. Having a p-value (probability value) less than 0.05 suggests that trend lines are statistically significant and the results are not as likely to happen by chance.

Trendlines for all three gauges are shown in Figure 9, Figure 10, and Figure 11, respectively. All other time periods (October through June) for the remaining gauges presented as not statistically significant and are available for review in Appendix A.

These findings may suggest that current groundwater pumping capture upstream of Lahontan Reservoir has been mitigated by several factors. These factors include shifts in runoff patterns, secondary recharge from reclaimed water into groundwater basins, and a reduction in irrigated lands in Carson City and Lyon County. This is one reason why NDWR is focusing on only new water applications for conjunctive management on the Carson River.

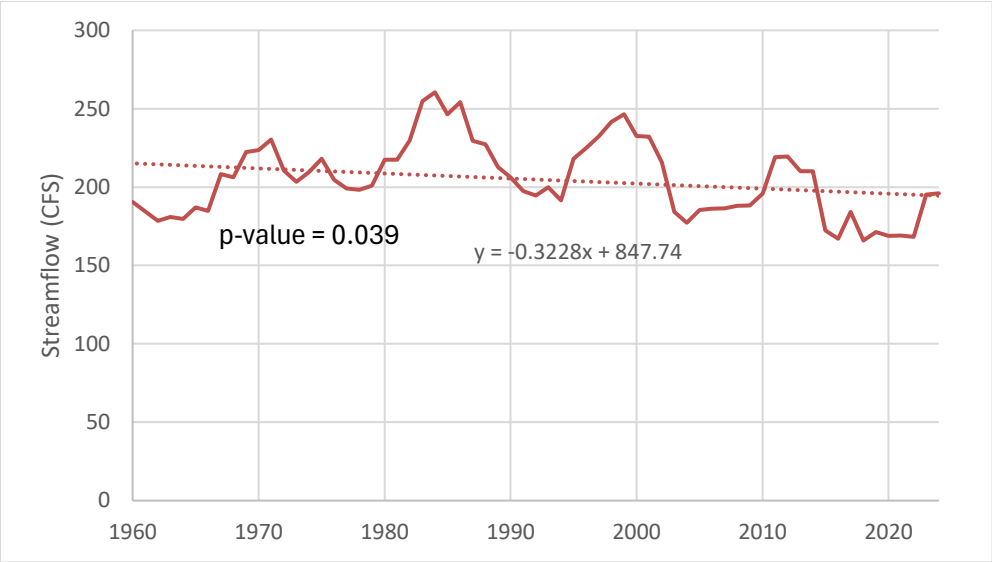


Figure 9: East Fork Carson River Streamflow near Gardnerville: July through September (20 year Moving Average)

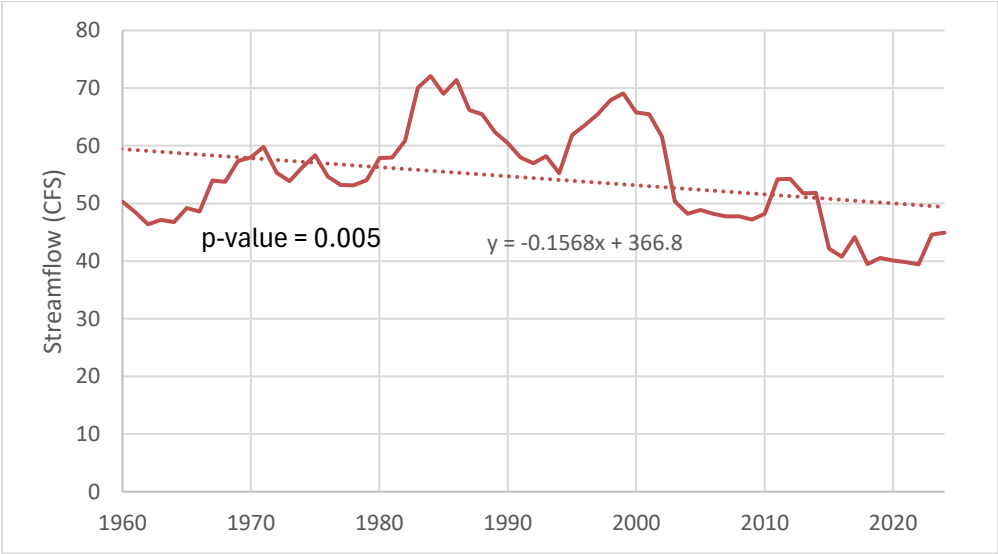


Figure 10: West Fork Carson River Streamflow at Woodfords: July through September (20 year Moving Average)

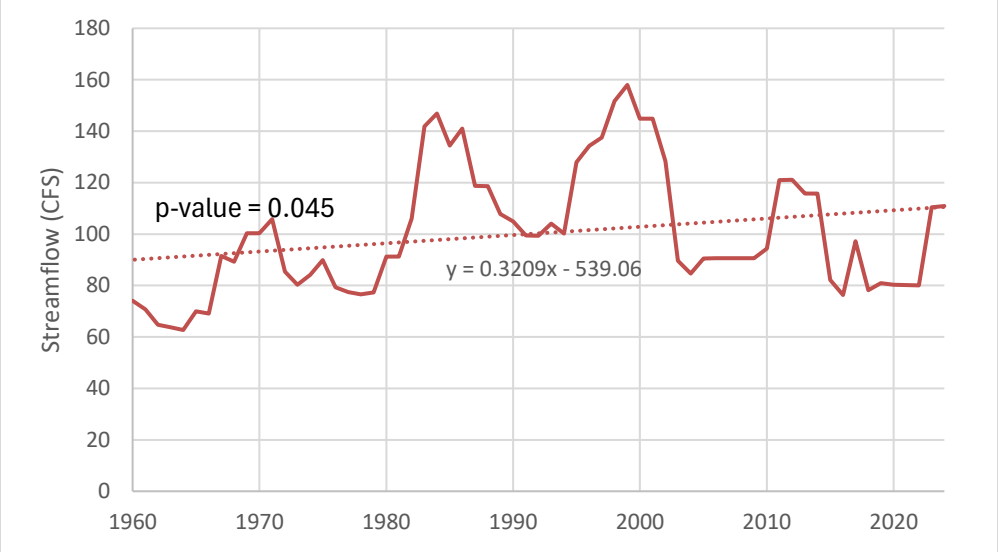


Figure 11: Carson River Streamflow near Ft. Churchill: July through September (20 year Moving Average)

3.4 Future Municipal Demands (USGS model results)

Preliminary USGS model results (Garner & Davis, 2025) for the Middle and Upper Carson River Basin only accounts for future municipal groundwater pumping data. It does not include increases from other groundwater pumping such as domestic wells, commercial, stock watering, etc.

As outlined in the project timeline in Section 1.5, the initial results are incomplete and cannot be updated within the scope of this schedule due to unforeseen federal obstacles. This document aims to interpret the findings available as of October 1st.

The data provided by the USGS is preliminary and subject to revision. It has been shared specifically to support this report, with the understanding that neither the USGS nor the U.S. Government shall be held liable for any damages arising from either authorized or unauthorized use of the information. The 2025 U.S. Government shutdown concluded November 12, 2025, so it is anticipated that the USGS will review, revise, and officially publish their findings. That final published version will serve as the definitive reference. Until then, the data presented here should be considered provisional.

The groundwater model results developed by the USGS for this study to date are shown in the following figures, representing two different scenarios.

- Model Baseline:
    - Groundwater pumping rates from 2020 were projected over the 30-year planning horizon (2021 – 2051). This was done to be able to gauge the changes in groundwater pumping due to projected growth throughout the Upper and Middle Carson.

- Model Scenario:
    - Groundwater pumping was increased based on the growth projections discussed in Section 2.0. For discussion on how stream flow baseline and model scenarios were developed, reference the separate USGS report (Garner & Davis, 2025).

Preliminary results show steady pumping growth for both Upper Carson (Carson Valley) and Middle Carson (Eagle Valley, Dayton Valley, and Churchill Valley), as shown in Figure 12 and Figure 13, respectively. It is important to note that the chart for Carson Valley (Upper Carson) within Figure 12 shows an inaccurate jump in 2032. This inaccuracy is due to a model error that will be fixed in the finalized report from USGS. Groundwater pumping in the Carson Valley (Upper Carson) is projected to increase steadily to supplement growth in the region.

Groundwater pumping in the Middle Carson is projected to drop in 2026 due to the Quill Water Treatment Plant (WTP) capacity upgrades. Quill WTP treats surface water that is distributed to the Carson City service area. Source water for the Quill WTP comes from stream flows from the Marlette Lake Water System (MLWS) which is outside of the Carson River Watershed, and Ash and Kings Canyons. This water from Quill WTP will alleviate impacts to both surface and groundwater in the basin; thereafter, groundwater pumping in the Middle Carson will steadily increase. Groundwater pumping volume will reach close to the same in 2051 that was seen in 2020 (baseline). It should be noted that the pumping data used for the Middle Carson model represents the total municipal groundwater extraction from Carson City to Silver Springs. While total groundwater pumping in Carson City is expected to decrease once the Quill Water Treatment Plant resumes operation, municipal groundwater use in Lyon County is projected to increase over the next 30 years.

Future studies should be conducted as projected planning numbers become reality, allowing for more accurate model results.

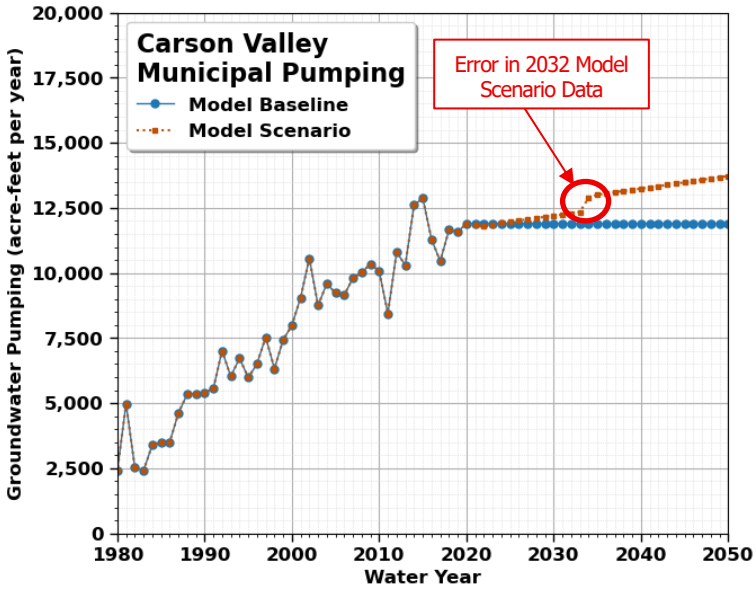


Figure 12: Anticipated Future Municipal Pumping – Carson Valley (Garner & Davis, 2025)

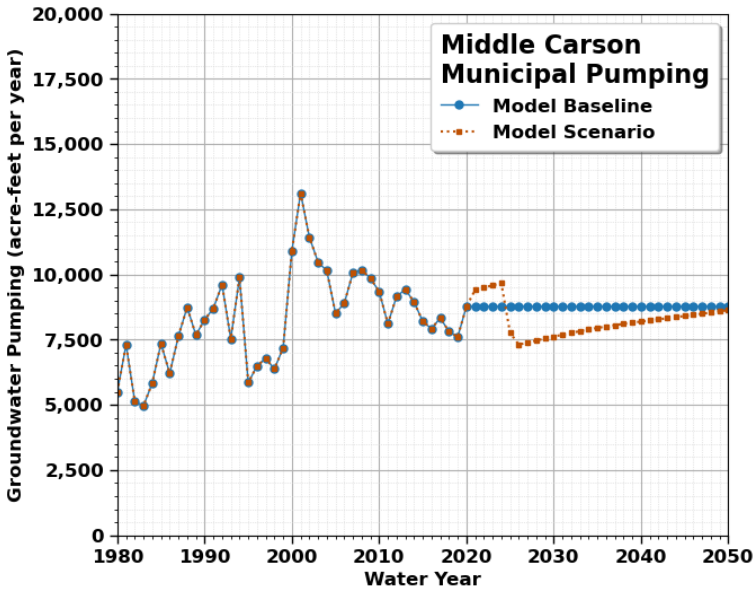


Figure 13: Anticipated Future Municipal Pumping – Middle Carson (Garner & Davis, 2025)

Figure 14 plots the USGS preliminary model's projected change in the Carson River's monthly streamflow (in cfs) at the Ft. Churchill stream gauge from 2021 to 2050. Negative values in Figure 14 represent reduced streamflow in the Carson River, attributed to the increased groundwater pumping projected by this analysis. Large spikes and dips are attributed to modeling errors that will be fixed in the finalized report from USGS.

The USGS model showed Carson River streamflow changes at the Ft. Churchill gauge capture similar trends shown in Figure 13, where stream flows are reduced by over 2 cfs until Quill WTP comes online in 2026. After 2026, stream flows stabilize towards baseline flows by 2028 and the trend remains consistent, (reduced by around 0.5 cfs) until 2051. Current streamflow is trending lower than the baseline scenario due to a temporary increase in well pumping while Quill WTP is off-line for plant upgrades. Through 2051, the USGS preliminary model indicates a slight decrease in stream flows; therefore, the current impacts modeled for the Middle Carson River Basin are mitigated in part by the Quill upgrades.

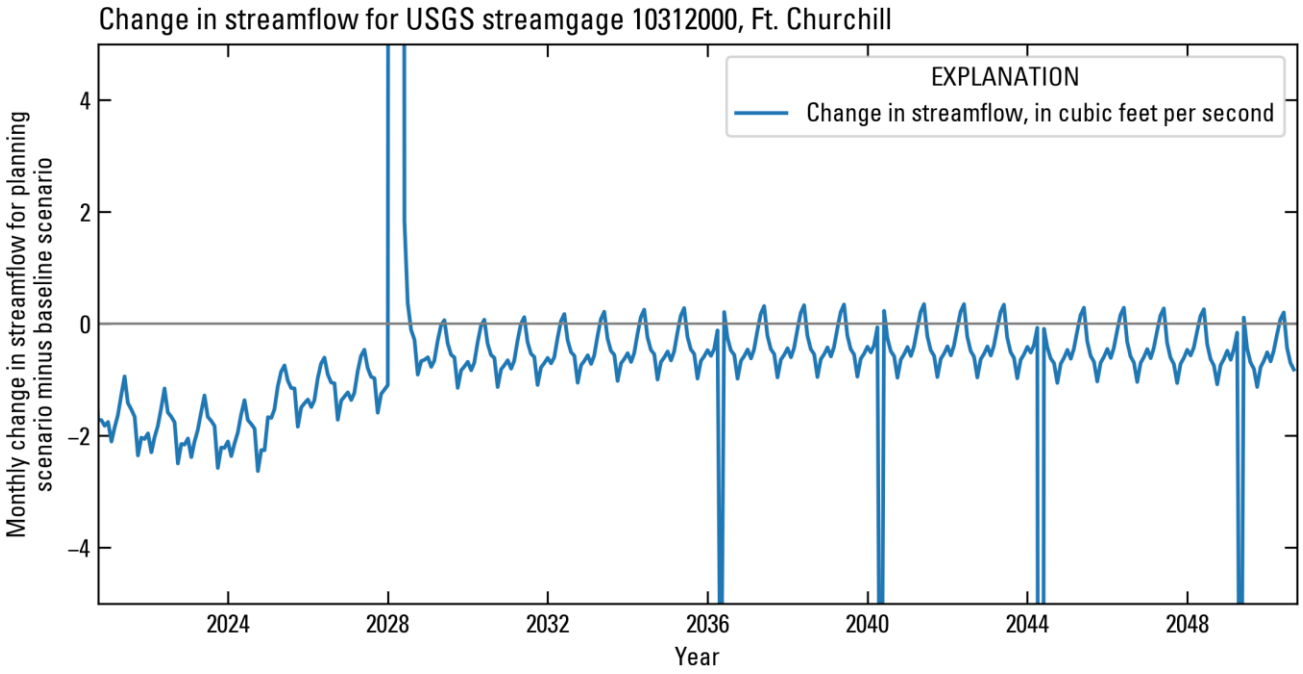


Figure 14: Middle Carson River Basin 2021 - 2050 Change in Streamflow from Baseline (Garner & Davis, 2025)

Figure 15 illustrates similar changes in streamflow at the Ft. Churchill gauge based on volume (ac-ft) per year, where negative values represent a reduction in streamflow volume per year based on the increased groundwater pumping projected by preliminary USGS model. Large spikes and dips are attributed to modeling errors that will be fixed in the finalized report from USGS. Figure 15 shows that prior to the Quill WTP coming online in 2026, annual streamflow is reduced by about 1,400 ac-ft/yr. After Quill WTP comes back online, annual streamflow averages stabilize and are slightly below the 2020 streamflow baseline from 2028 through 2051.

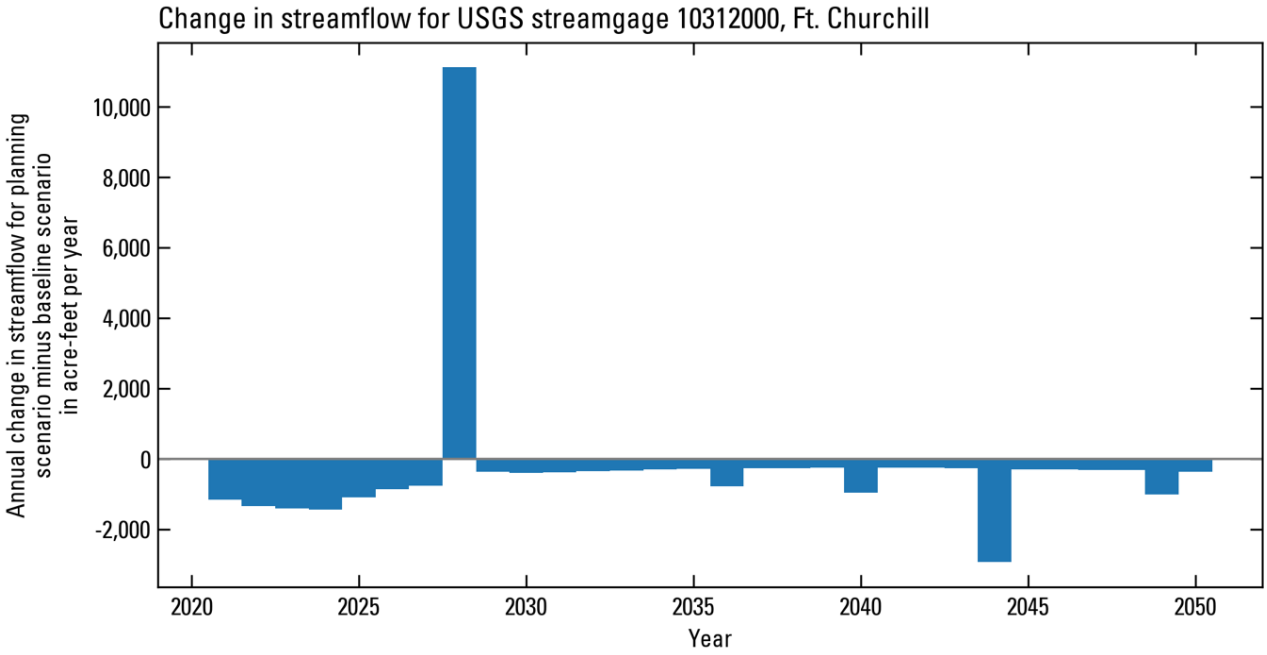


Figure 15: Middle Carson River Basin 2021 – 2050 Change in Streamflow Volume (Garner & Davis, 2025)

Overall, the USGS preliminary model indicates projected population growth will increase reliance on groundwater pumping in the Upper and Middle Carson, which will drive modest but persistent reductions in Carson River streamflow through 2051. The Quill WTP upgrades provide meaningful but partial mitigation by temporarily reducing groundwater demand beginning in 2026. However, this is only a temporary solution to the continued growth in the watershed. Additionally, known model errors and preliminary assumptions warrant treating these results as provisional. Trends in the preliminary results that were discussed within this section were not analyzed for statistical significance and the final future USGS report should be referenced for final trends and the correlating statistical significance of these identified trends.

3.5 Drought and the Carson River Watershed

3.5.1 Nevada Drought

Droughts are a recurring feature of the Carson River Watershed. The Alpine Decree, which governs water allocation, is based on historical flow data and defines water distribution during dry, wet, and average runoff years. Most municipal water suppliers rely solely on groundwater sources. During the 2014–2015 drought, none of the municipal water providers in the Carson River Watershed experienced shortages due to a lack of water supply. Historically and in the future, droughts primarily affect surface water irrigation right holders. However, drought conditions can influence groundwater recharge from surface water diversions and river losses. Current USGS modeling results cannot accurately determine how future droughts will affect aquifer recharge within the watershed. Additional studies will be necessary to better define how future droughts may impact recharge amounts.

3.5.2 Potential impact of Consecutive Dry Years

As discussed in Section 3.4, preliminary USGS modeling suggests that projected growth will increase reliance on groundwater systems, leading to moderate declines in groundwater levels and streamflow. When combined with climate-driven runoff variability and the requirements of the Alpine Decree, drought conditions could further reduce water availability in the Upper and Middle Carson River basins. This has the potential to significantly affect the outlying communities that rely on groundwater sources as their only water source. More significant groundwater depletion has been noted in communities farther away from the Carson River, such as the communities of Ruhenstroth and Johnson Lane areas, whose groundwater is not recharged from the Carson River, but the Pinenut mountain range. (USGS, 2012) (USGS, 2024).

Given the limitations of the USGS study and the high variability in climate data used to assess drought impacts, the full range of potential watershed effects remains uncertain. Water purveyors who incorporate drought uncertainty into their master planning should refer to the mitigation possibilities outlined in Section 4.1 and include an appropriate safety factor to account for the possibility of multiple consecutive dry years.

4.0 Relating Model Results to Possible Mitigation

4.1 Identifying Offsets and Mitigation Measures for Groundwater Pumping in Water Resource Planning

As Nevada's State Engineer move toward implementation of conjunctive water use management, each water purveyor will need to develop and refine specific mitigation strategies to address groundwater pumping impacts. As streamflow conditions continue to evolve, there is increasing focus on the integrated management of surface and groundwater resources. How NDWR applies NRS 533.024 for conjunctive management in the Carson River system may change current operations of municipal water management and Water Master Plans built off the assumption that the same operations will continue.

Currently, NDWR is assessing how new groundwater right applications might affect surface water flows within the Carson River watershed. If groundwater pumping impacts are identified, mitigation will be required to protect downstream users. More clarity on interpretations set by other conjunctive management cases will be used to determine additional measures that the Carson River watershed should consider.

At the time this report is published, CWSD has provided mitigation measures that align with the Alpine Decree, which outlines different requirements depending on the time of year when constraints occur. Detailed discussion on the three relevant seasonal periods can be found in Section 3.2.

Potential mitigation strategies include, but are not limited to:

- Non-Irrigation Season (October 1 to March 31):
    - Release dedicated surface water rights from upstream reservoirs
    - Increase recharge using reclaimed water
- Early Irrigation Season – Not Under Regulation (April 1 to June 30):
    - Release surface water from upstream reservoirs
    - Increase reclaimed water recharge
    - Use dedicated surface irrigation water rights

- Late Irrigation Season – Under Regulation (July 1 to September 30):
    - During this period, downstream users cannot place a call for water.
    - Mitigation may be necessary within the Carson River Segment where groundwater pumping occurs or in response to any resulting groundwater depletion.
    - Coordination with the Federal Water Master and NDWR will be essential to determine appropriate mitigation actions.

Additional mitigation strategies to reduce overall impact for water purveyors to consider are listed below:

- Relocate groundwater pumping sites further from the river.
- Reduce water demand through enhanced conservation efforts.
- Interconnect local water systems to optimize regional supply and delivery.

4.2 Supporting Purveyors in Adapting to Evolving Water Policies

As water purveyors update their Water Master Plans, it is important to integrate conjunctive management principles to ensure sustainable future groundwater and surface water supplies. This includes evaluating new well locations and identifying future water sources in the context of potential policy changes.

This report establishes a framework for water purveyors to consider for conjunctive management. It provides tools and guidance to monitor both surface water and groundwater usage and supports integrated, regional water planning.

This report provides a broad overview of how increased municipal demand could affect flows in the Carson River. Further modeling and regulatory development will be needed to accurately quantify those impacts and define appropriate purveyor-specific mitigation strategies.

4.3 Other Groundwater Pumping Impacts

The NDWR has collected groundwater-pumping data for Carson Valley, Eagle Valley, Dayton Valley, and Churchill Valley groundwater basins. The record lengths and pumping trends vary by basin, but several common drivers influence pumping demand, which include:

- Municipal growth,
- Irrigation needs, and
- Climate variability (wet vs. dry years).

Below is a basin-by-basin synthesis based on historical groundwater pumping inventories issued by NDWR and discussions between CWSD and groundwater users in these basins.

4.3.1 Carson Valley Groundwater Basin (1987-2021)

- Longest data record among the four basins.
- Overall trend: Groundwater pumping has increased steadily.
- Key drivers of increased pumping:
  - Municipal demand from population growth.
  - Irrigation demand, which rises during dry years when surface water is limited.
- Hydrologic variability:
  - Dry years: Farmers increase pumping to offset reduced surface-water availability.
  - Wet years: More surface water is available, reducing groundwater pumping.
- Intertie with Carson City:
  - Since 2017, Carson City has taken just under 3,000 AF/year from Carson Valley.
  - No plans to increase withdrawals due to pipeline capacity and water-rights limitations.

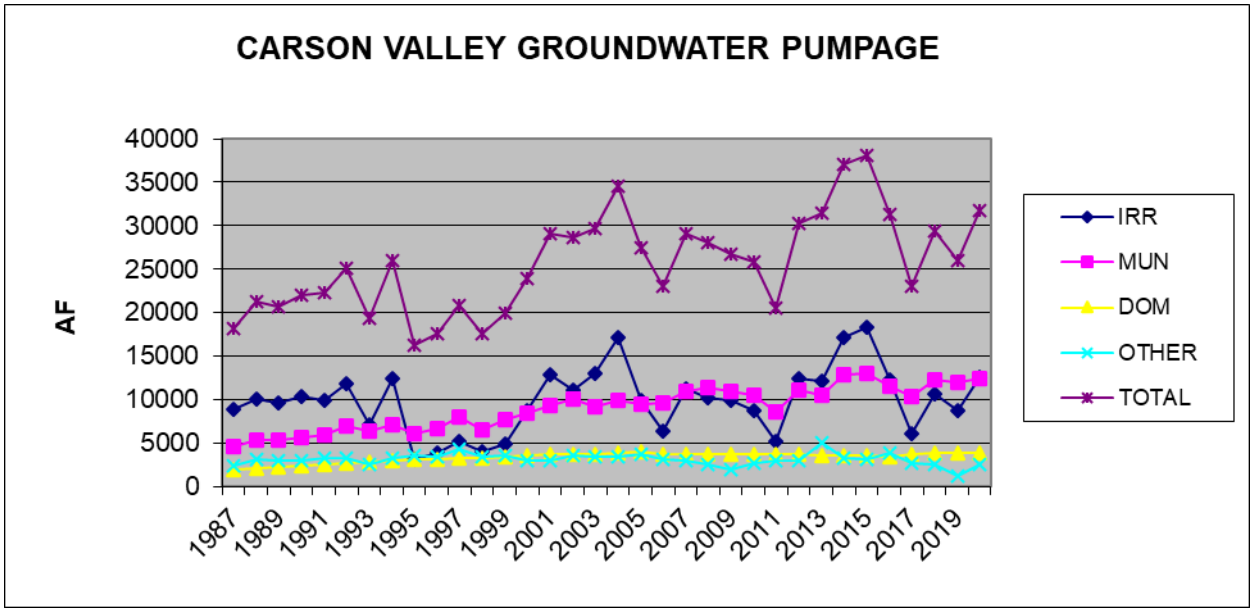


Figure 16: Carson Valley Groundwater Pumpage (Carson Water Subconservancy District, 2025)

4.3.2 Eagle Valley Groundwater Basin (1994-2022)

- Largest user: Carson City.
- Pumping trend:
  - Peaked in the early 2000s, followed by a general decline.
  - Decline attributed to:
    - Water-conservation efforts,
    - Use of additional imported water from Carson Valley.
- Short-term increases:
  - 2020–2021: Higher pumping due to COVID-19 behavior shifts (more people staying home).
  - Recent uptick: Caused by rehabilitation work at the Quill Treatment Plant.
- Future outlook:
  - Once Quill plant rehabilitation is complete, pumping is expected to decrease again.

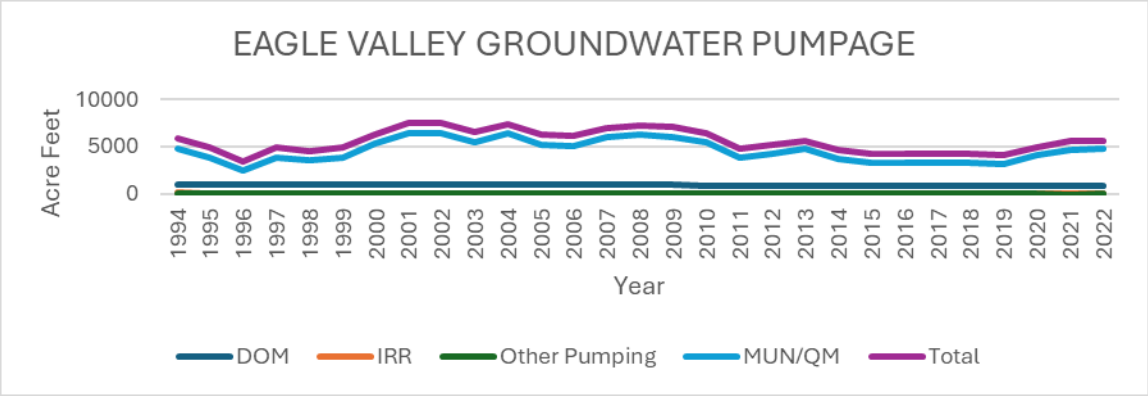


Figure 17: Eagle Valley Groundwater Pumpage (Carson Water Subconservancy District, 2025)

4.3.3 Dayton Valley Groundwater Basin (2003-2021)

- Largest use category: Municipal groundwater pumping.
- Trends:
    - Municipal pumping: Slight decline due to water conservation and reduced outdoor use.
    - Irrigation pumping: Varies significantly with wet vs. dry years.
    - Total pumping: Has decreased overall but is projected to increase in the future because of expected development growth in the Dayton area.

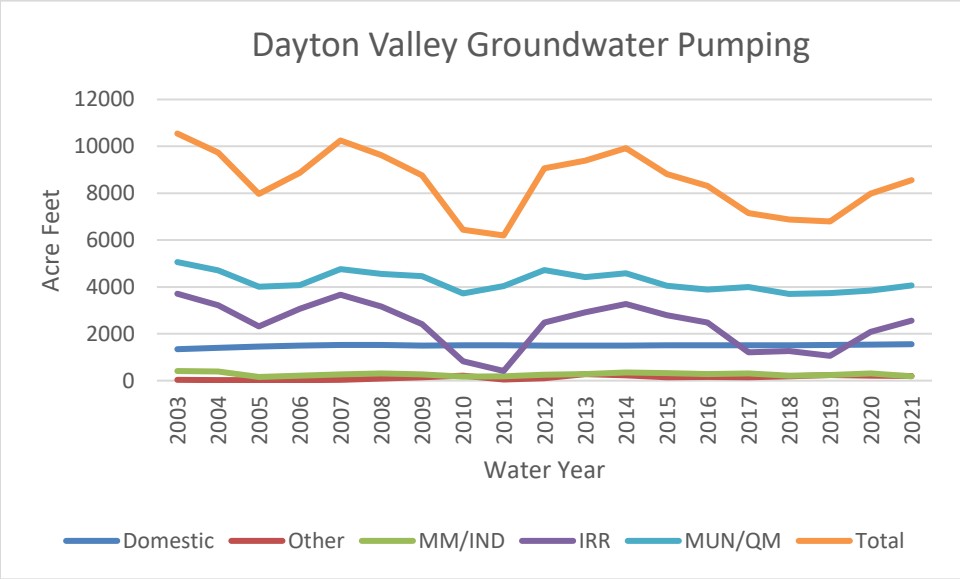


Figure 18: Dayton Valley Groundwater Pumping (Carson Water Subconservancy District, 2025)

4.3.4 Churchill Valley Groundwater Basin (2204-2021)

- Largest groundwater user: Domestic wells, with NDWR assuming 1 AF/year per domestic well.
- Trends:
    - Municipal use: Slight decline due to conservation; projected to increase modestly over the next 30 years due to growth.
    - Irrigation pumping: Fluctuates with wet and dry years.
- Overall outlook: Generally stable pumping with small future increases from municipal and domestic wells.

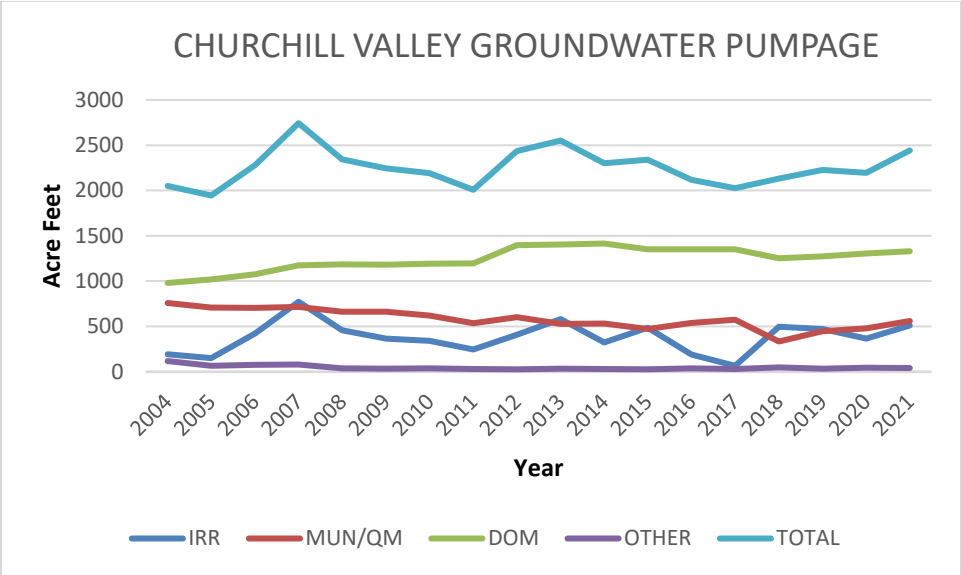


Figure 19: Churchill Valley Groundwater Pumpage (Carson Water Subconservancy District, 2025)

5.0 Key Takeaways

This 30-Year Regional Drought and Water Sustainability plan was funded through a grant from the Nevada Department of Emergency Management (NDEM) to the Carson Water Subconservancy District (CWSD). It was prepared with input from CWSD, Lumos and Associates (Lumos), the United States Geological Survey (USGS), and multiple stakeholders. This document serves as a reference and focuses exclusively on municipal water sustainability over the next three decades. Key findings include:

- **Carson River Flows:** Streamflow data from 1940–2021 show a slight overall decline, driven by climate variability and human influences. Variability in flows has increased, with more extreme peak events and longer drought periods. Shifts in weather patterns have also caused peak runoff to occur earlier in the year.
- **Groundwater Pumping:** Although total groundwater pumping in the Upper and Middle Carson River area has increased, its effect on flows measured at the Fort Churchill gauge remains minimal. Reduced irrigation in the Middle Carson River region, reclaimed-water recharge, and altered runoff patterns may be offsetting impacts. Municipal groundwater use in these areas is projected to increase by less than 5,000 acre-feet over the next 30 years.
- **Conjunctive Management:** Since the adoption of NRS 533.024.1(e) in 2017, the Nevada Division of Water Resources (NDWR) manages all waters of the state conjunctively. For new permits or changes to existing rights, NDWR ensures proposed uses do not conflict with any existing rights, regardless of water source. Where conflicts among existing rights are supported by data, the State Engineer may implement conjunctive management strategies to reduce or eliminate those conflicts.
- **Quill Water Treatment Plant (Quill WTP):** Upon completion of upgrades to Carson City's Quill WTP, groundwater pumping in the Eagle Valley basin will decline. This reduction will help offset anticipated increases in municipal pumping elsewhere in the Middle Carson River area.

- **Wet/Dry Years (Alpine Decree):** Carson River surface water is administered by the U.S. Federal Water Master in accordance with the Alpine Decree (1980). Through the Alpine Decree, the U.S. Federal Water Master is able to allocate surface water resources in both wet and dry years.
- **Drought:** Due to limitations in the USGS study and high climate variability, the full range of future watershed responses remains uncertain. Nonetheless, historical data suggests droughts will likely become more frequent and prolonged. Because municipal systems largely rely on groundwater, they are expected to meet projected demands over the next 30 years.
- **Regional Systems and Sustainability:** All nine water purveyors included in this study possess sufficient water rights to accommodate future growth. While each faces some water-quality considerations, none anticipates quality constraints that would limit their ability to meet demand. While most purveyors have sufficient capacity through 2051, system upgrades – particularly to distribution networks and well capacity – may be required. This is especially true for Minden and GRGID, which are estimated to exceed their current pumping capacity by 2051. In Silver Springs and Stagecoach, perennial yield and secondary recharge are limiting factors; major developments in these areas will likely require imported water. .

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*Contact CWSD for specific information or a copy of noted references

APPENDIX

Carson Office

308 N Curry, Suite 200, Carson City, NV 89703

Tel. 775.883.7077 / Fax. 775.827.6112

www.lumosinc.com

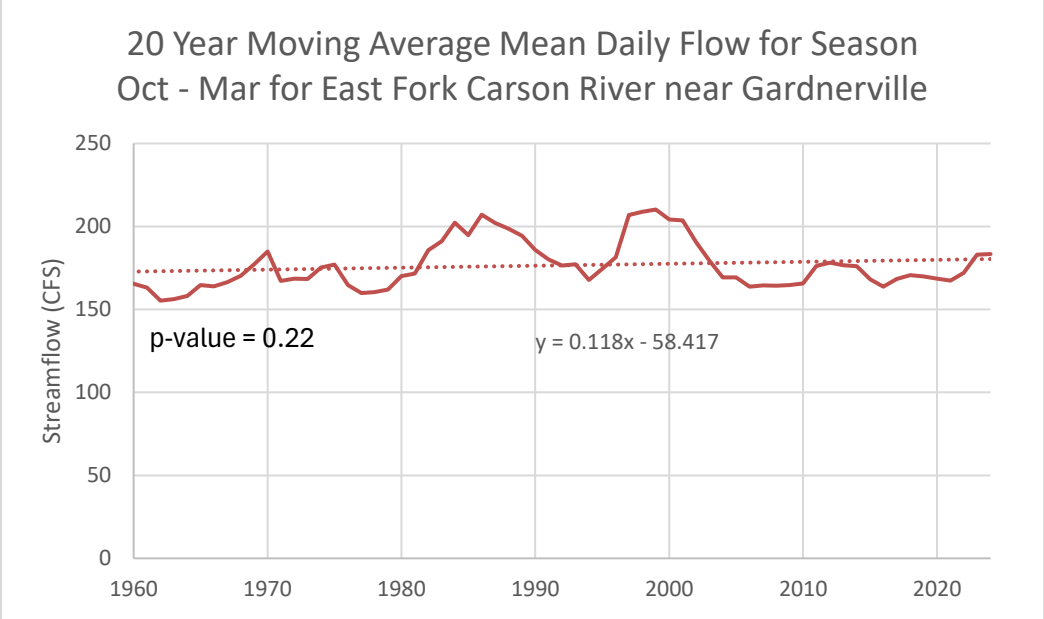
APPENDIX A: Carson River Streamflow

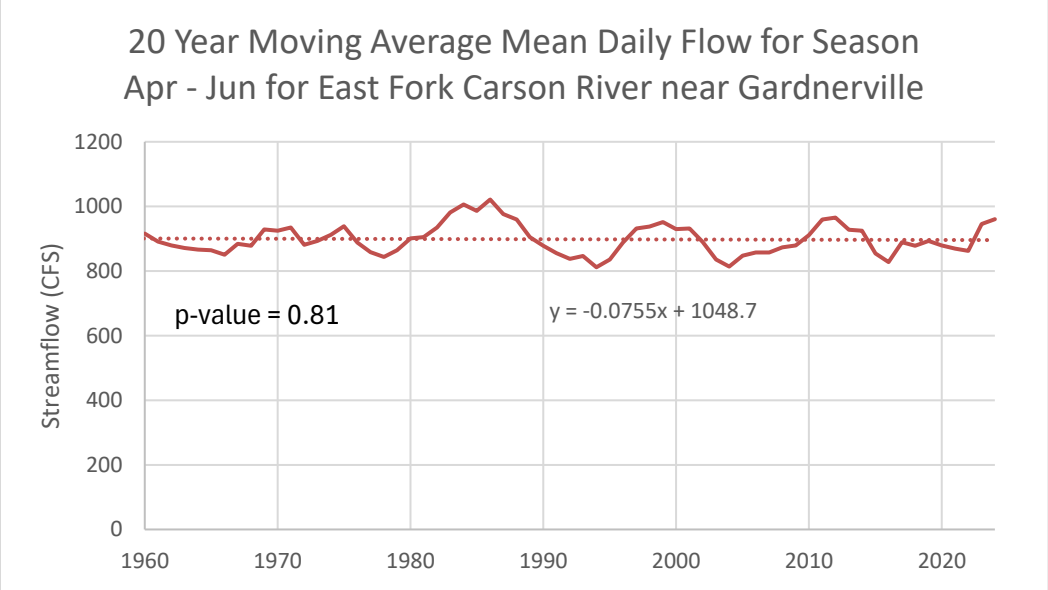
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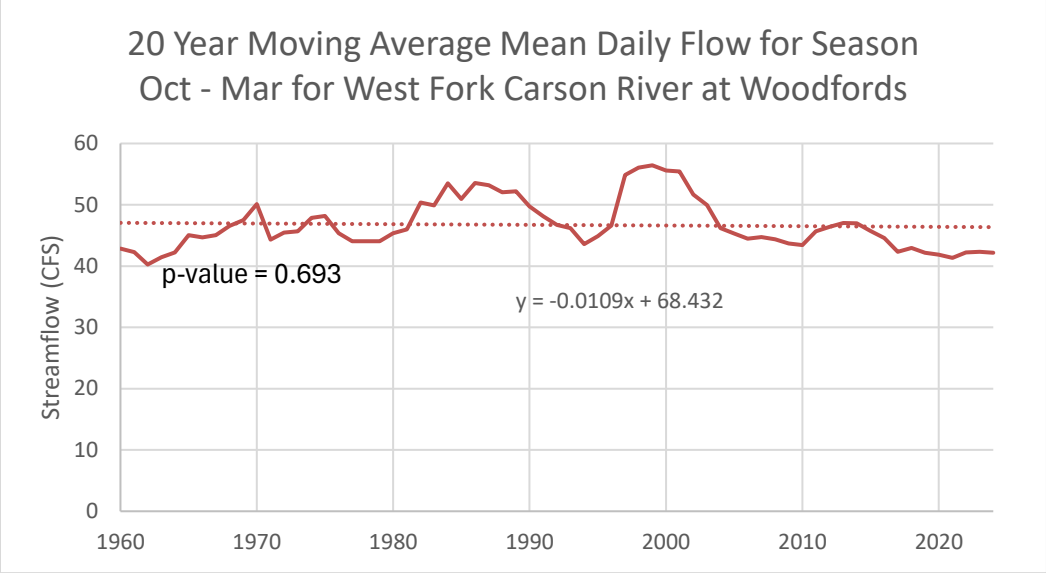


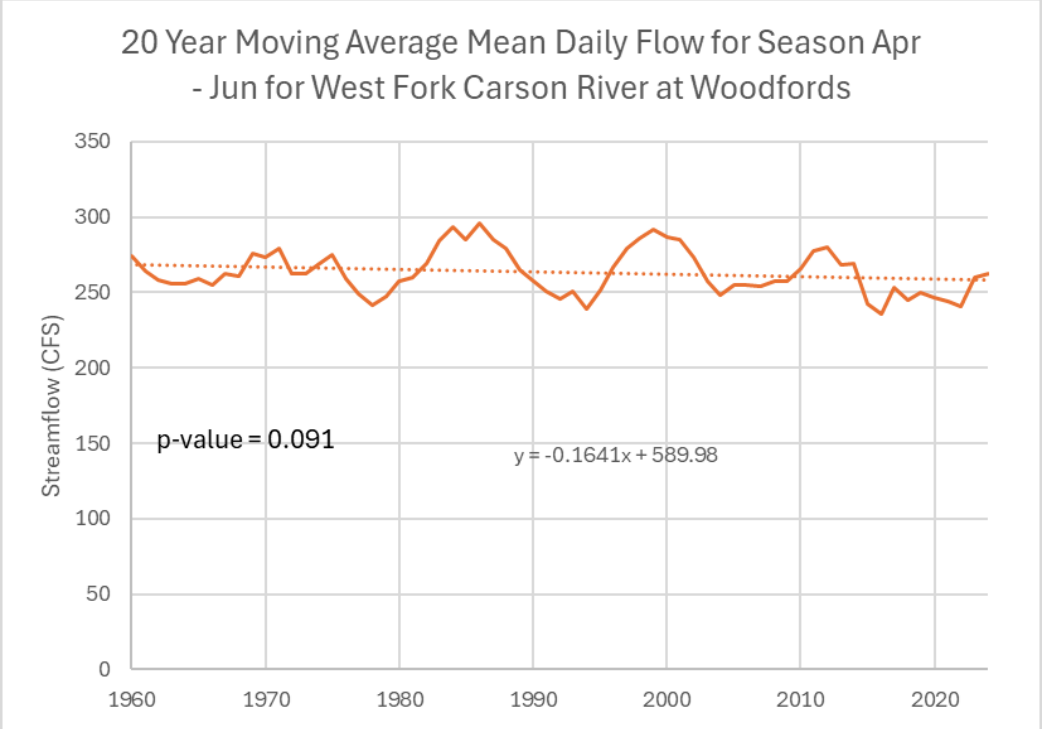
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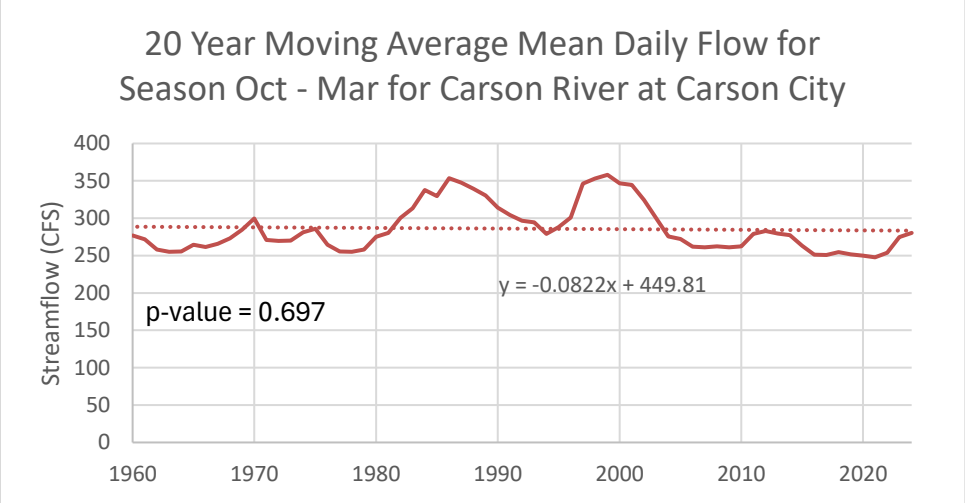


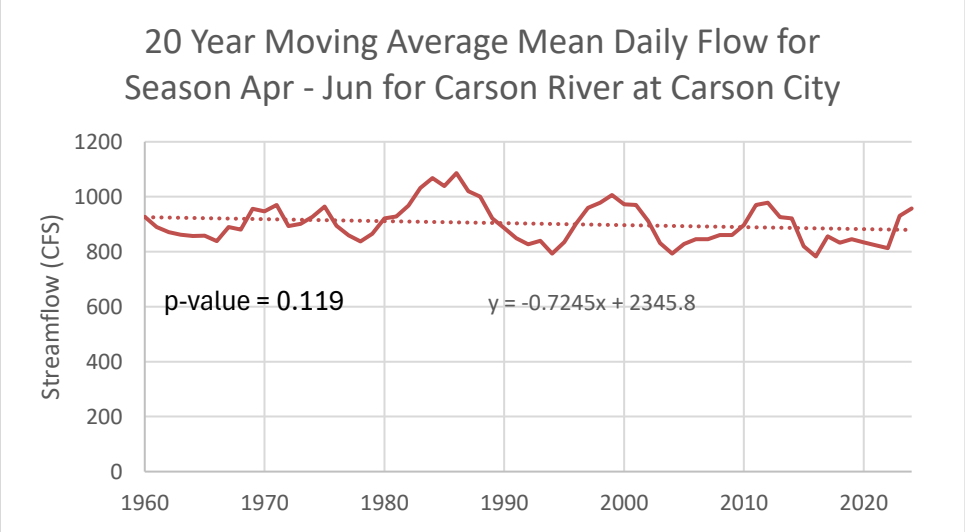
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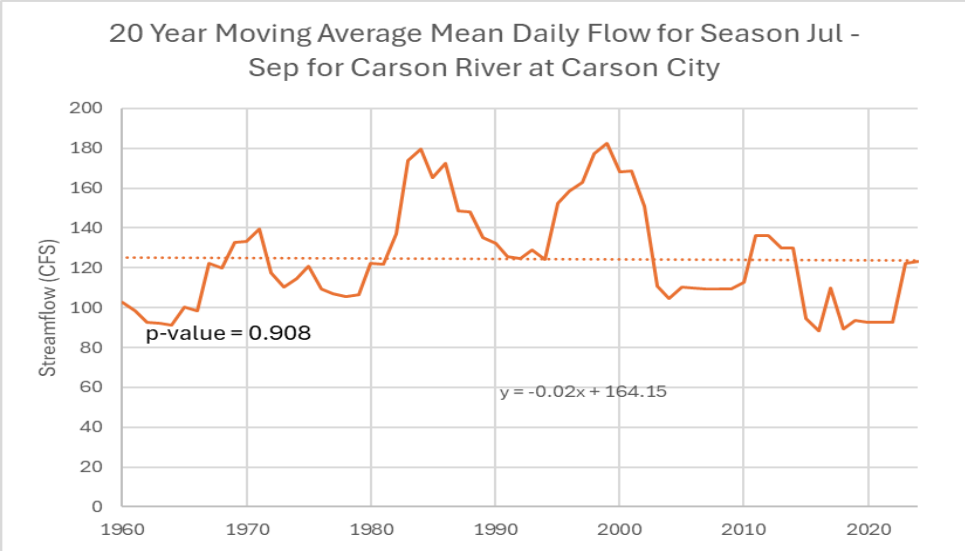
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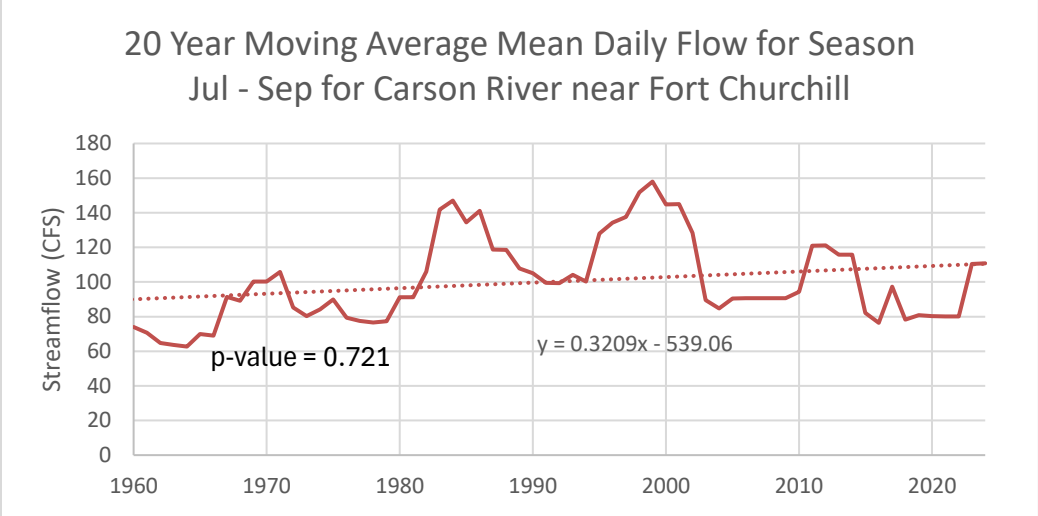


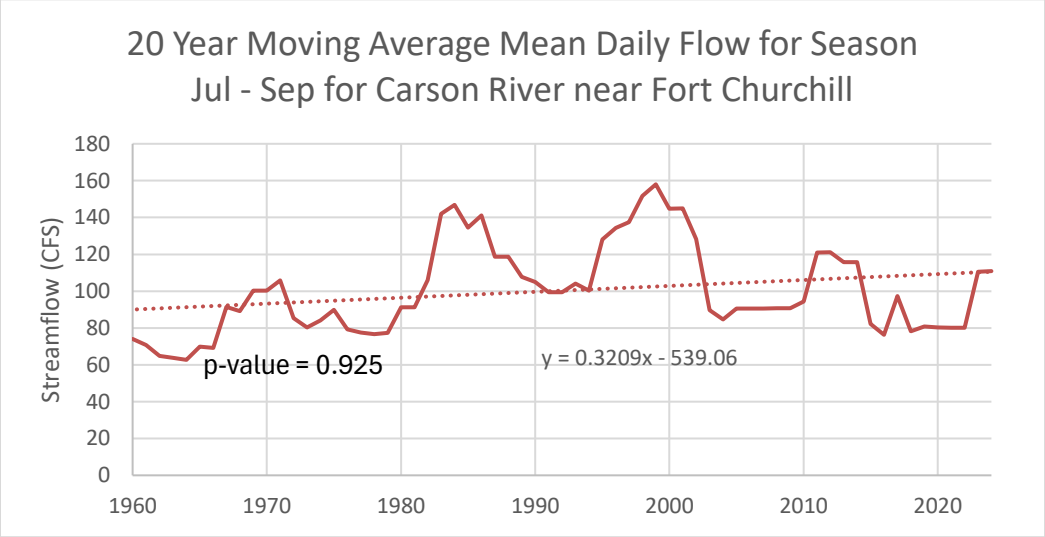
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AGENDA ITEM NO. 9.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

TITLE:
For possible action. Discussion to appoint two members to the Senior Services and Public Transit Advisory Board by the Board of County Commissioners, one to serve in the Carson Valley Resident position and one to serve in the Tahoe Township Resident position, each to serve a term from February 2026 through December 31, 2027. (Jenifer Davidson, County Manager)

RECOMMENDED MOTION:
Appoint _____ as the Carson Valley Resident to serve a term from February 2026, through December 31, 2027; and
Appoint _____ as the Tahoe Township Resident to serve a term from February 2026, through December 31, 2027.

FINANCIAL IMPACT:
None

BACKGROUND:
There are currently two vacancies on the Senior Services and Public Transit Advisory Board, both for terms that expired on December 31, 2025.

One vacancy relates to Antoinette Casselberry, who previously served on the Advisory Board. Ms. Casselberry did not submit a reapplication during the designated application period and later realized she had missed the deadline. Afterward, she expressed continued interest in serving on the Board.

Mickie Hempler has applied for the second vacancy, which is designated for a Lake Tahoe Township resident. This position has remained unfilled since the previous member resigned in early 2025. Ms. Hempler currently serves on the VHR Advisory Board; however, there would be no conflict in also serving on this board, as the two boards oversee different areas of responsibility. This vacancy has remained open due to a lack of applications despite ongoing recruitment efforts.

The vacancies have been continuously advertised through multiple outlets, including the County's website, social media platforms, *The Record-Courier*, and *The Tahoe Tribune*.

Pursuant to Douglas County Code Chapter 2.57, the Senior Services and Public Transit Advisory Board is composed of seven members: one appointed by the Young-At-Heart Senior Citizens' Club, one Douglas County resident from the Lake Tahoe Township, and five members residing within Douglas County. All members serve without compensation and must be residents of Douglas County.

ATTACHMENTS:
Senior Services and Public Transit Advisory Board - Title 2.57.pdf
Casselberry Application.pdf
Hempler Application.pdf

CHAPTER 2.57. - SENIOR SERVICES AND PUBLIC TRANSIT ADVISORY BOARD

2.57.010 - Established—Membership.

There is established the Douglas County Senior Services and Public Transit Advisory Board (board).

A. The board consists of seven total members. One member of the board shall be appointed by the young-at-heart senior citizen's club. The board of county commissioners must choose six members qualified to fulfill the duties of the board from the following groups:
    1. One Douglas County resident living in the Lake Tahoe Township.
    2. Five Douglas County residents at large.
B. All members shall serve without compensation and must be residents of Douglas County.
C. Members will be appointed for two years with a term limit pursuant to the Policies and Procedures for Douglas County, Nevada, Boards, Committees and Commissions.
    1. Member's terms expire on December 31, three members on even numbered years and three members on odd numbered years. The member appointed by the young-at-heart (YAH) senior citizen's club is an ongoing member who serves at the will of the YAH Club.
    2. The board of county commissioners shall appoint new members to fill any vacancies and the appointed member will serve out the unexpired term of the member replaced.

(Ord. 1585, 2021)

2.57.020 - Chairperson—Election and duties.

A. The board shall elect from its membership a chairperson and vice-chairperson annually in the month of February.

B. Duties of the chairperson shall be to preside over meetings, provide leadership to the board, and be the signatory of any correspondence necessitated by action of the board.

(Ord. 1585, 2021)

2.57.030 - Rules and regulations.

The board may adopt rules and regulations regarding procedures consistent with this chapter and with the Douglas County, Nevada, Boards, Committees, and Commissioners Policies and Procedures.

(Ord. 1585, 2021)

2.57.040 - Quorum.

Four members of the board shall constitute a quorum, and it shall be necessary for the concurrence of a majority of all members present to vote on any action the board desires to take.

(Ord. 1585, 2021)

2.57.050 - Meetings.

A. The board shall hold a public meeting on a regular day each month. The chairperson or community services director may dispense with any monthly meeting due to lack of a quorum or business.

B. Meeting site shall be in Douglas County, Nevada.

C. The board shall conduct all meetings and keep a record of all board business in accordance with Nevada Open Meeting Law.

(Ord. 1585, 2021)

2.57.060 - Advisory duties.

A. The board shall act in an advisory capacity to the board of commissioners and staff in promoting, aiding, and encouraging senior services and public transit, including the development of senior facilities and programs.

B. The board shall act in an advisory capacity to the board of commissioners on the coordinated routes and modes of the Douglas Area Rural Transit (DART), on the performance of DART transit services, and review and recommend policies regarding the operation of DART and other federally funded transit programs.

C. The board shall assist and recommend local fares, fees and rates, bus stop locations and park and ride locations within Douglas County for transit services.

(Ord. 1585, 2021)

Application Form

Profile

Antoinette (First Name) | M (Middle Initial) | Casselberry (Last Name)

757 East Cottage Loop (Home Address) | (Suite or Apt)

Gardnerville (City) | NE (State) | 89460 (Postal Code)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5 and 1/2 years

Mobile: (831) 420-7223 (Primary Phone) | (Alternate Phone)

dentalspice@gmail.com (Email Address)

Question applies to multiple boards

How did you first learn about this listing (e.g., website, social media, referral)?

From Mark Gardener

Which Boards would you like to apply for?

Senior Services and Public Transit Advisory Board: Submitted

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

No

Question applies to Senior Services and Public Transit Advisory Board

What qualifications do you have that make you the best candidate to sit on the Senior Services and Public Transit Advisory Board?

I have been a senior for 16 years and have experienced first hand the needs and wants of seniors. Many of the people that I associate with are seniors and I have assisted them with problem solving. I attend the lunches at DCSC and dine with the veterans and I listen and hear what they are saying and feeling. I have a BS Degree in Health. I have taken all forms of public transportation to see what it is like to use what is available for people to utilize to enhance. I also participate in the Young at Heart organization at the Community Center.

Question applies to Senior Services and Public Transit Advisory Board

The Senior Services and Public Transit Advisory Board meets on the second Monday of the month at 8:15 AM. Members are expected to become familiar with agenda items and topics before these meetings. Can you meet this time commitment?

(•) Yes ( ) No

Question applies to Senior Services and Public Transit Advisory Board

If you had to prioritize 3 major issues concerning the seniors of Douglas County, what would they be, and in what order would you prioritize them and why?

1) The wellbeing of seniors. Seniors have worked hard their whole life paying their dues. They should be respected and treated like the valuable US citizens that they are. 2) Seniors need a sense of community to contribute to their longevity. I want them to feel that they belong. 3) Seniors need to have fun and participate in activities that present opportunities for them to feel joy and have the transportation. I feel that Douglas County is currently doing an outstanding job with Senior care.

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Registered Dental Hygienist. Massage Therapist and Reikki Master

Qualifications:

I have worked with seniors for 55 years taking care of their dental health. I participated in the Santa Cruz Senior Follies 11 years. which was a fundraiser for senior community centers. Because of all the contributions, volunteering and help that I did in Santa Cruz County and world wide, the Mayor and Supervisor of Santa Cruz County proclaimed that June 24th to forever be Antoinette Marie Casselberry Day.

Experience in Community Service:

Volunteered with Senior Citizen Opportunities for 11 years. I was a CASA for 3 years and volunteered in the Head Start Program as a teacher's aide in the elementary school. I spent 3 years working with social workers to make a better life for children in foster care. I ran marathons all over the globe for charities. For example, I ran through the villages of Madagascar visiting with educating them about not selling their children. The children end up in sex trafficking and a high percentage meet their demise because of the horrible conditions, I was a volunteer at Holy Cross Catholic Church with the Italian Catholic Federation. I currently volunteer at St Gall's Catholic Church. I was an assistant coach at the Santa Cruz Track Club with 5- to 12-year-old students in track and field. That was for 3 years. I would go to rest homes, VA hospitals and elementary schools speaking about dental care and how to keep your teeth and gums healthy. I am an officer in the Tahoe/Douglas Elks Lodge #2670. I work with the Veterans, helped at CC Meneley School. There is a food closet program that we do. I am the chairperson for the Elks State Major Project which is a fundraiser for St. Jude's Ranch. The ranch is a sex trafficking recovery and rehabilitation center for infants to 18-year-old young adults. I also volunteer with the Reno Elks Lodge with their fundraisers, and I am an appointed officer with the Nevada State Elks Association.

Affiliation with Technical / Professional Societies:

California State Dental Hygienist Assn. Nevada State Elks Association - a non profit Douglas County Republican Women's Association

Education Background and Degrees held, if any:

BS Degree in Health AA in Dental Hygiene Licensed massage therapist in California CASA training Reikki master

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I am levelheaded and was raised by wonderful parents who taught me to be caring, respectful, to live each day with Christian morals and values, to be non-judgmental of others and to get along with people. We all want the same things in life- to love and to be loved. A person learns with they are good listeners.

Additional Comments:

Douglas County is the best and there is no better Community Center than the one here in Douglas County.

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

This information is a public record and will be available to the members of the public and the media throughout this process. A candidate may request redactions, in writing to the Douglas County Human Resources, as may be allowed under Nevada law, prior to the release of the information to the Board.

The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Antoinette Marie Casselberry

Application Form

Profile

Mickie
First Name

Middle Initial

Hempler
Last Name

P.O. Box 277
Home Address

724 Lincoln Hwy
Suite or Apt

Zephyr Cove
City

NV
State

89448
Postal Code

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

49

Mobile: (775) 690-3089
Primary Phone

Alternate Phone

mhempler@gmail.com
Email Address

Question applies to multiple boards

How did you first learn about this listing (e.g., website, social media, referral)?

Brook Adie

Which Boards would you like to apply for?

Senior Services and Public Transit Advisory Board: Submitted

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

No

Question applies to Senior Services and Public Transit Advisory Board

What qualifications do you have that make you the best candidate to sit on the Senior Services and Public Transit Advisory Board?

I am a long time resident of Lake Tahoe and feel that I can provide insight as to the needs of the residents. Although I have little experience with senior services, I am active in the community and can become an asset to this board.

Question applies to Senior Services and Public Transit Advisory Board

The Senior Services and Public Transit Advisory Board meets on the second Monday of the month at 8:15 AM. Members are expected to become familiar with agenda items and topics before these meetings. Can you meet this time commitment?

◉ Yes ○ No

Question applies to Senior Services and Public Transit Advisory Board

If you had to prioritize 3 major issues concerning the seniors of Douglas County, what would they be, and in what order would you prioritize them and why?

Ombudsman, or someone that can assist seniors with the services available. Transportation to and from medical appointments - this is critical for seniors living independently. Social venues so that seniors do not feel isolated.

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

My career was heavily weighted in the world of investment finance. I have spent the last decade serving my community. I am empathetic and pragmatic. My background in finance is essential in finding a middle ground between needs, wants, and reality.

Experience in Community Service:

Zephyr Cove Property Owners Association - 14 years of service as Secretary, President, and Treasurer. Zephyr Cove General Improvement District - 12 years of service as Chair and Secretary Douglas County VHR Taskforce - member of this team led by Jenifer Davidson with members from both the lake and the valley. VHR Advisory Board - current Vice Chair (4+ years)

Affiliation with Technical / Professional Societies:

None

Education Background and Degrees held, if any:

High School, some college. Series 7 license to become a stock broker.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

This information is a public record and will be available to the members of the public and the media throughout this process. A candidate may request redactions, in writing to the Douglas County Human Resources, as may be allowed under Nevada law, prior to the release of the information to the Board.

The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Mickie Hempler

AGENDA ITEM NO. 10.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **CLERK-TREASURER**

TITLE:
For possible action. Discussion on the adoption of **Resolution 2026R-007** which orders, directs and authorizes the Douglas County Treasurer to sell or convey properties held in trust by the County Treasurer, consistent with Nevada Revised Statutes (NRS) 361.595, at an online auction at www.Bid4Assets.com, with bidding starting on May 26, 2026 at 10:00 AM Pacific Standard Time (PST) and ending on May 28, 2026 at 10:00 AM PST. (Assessor's Parcel Numbers: 1320-04-001-111, 2559 PRECISION DR; 1220-04-111-014, 1226 KINGSLANE; 1420-06-801-001, 3647 N HWY 395; 1418-34-110-063, 1271 LINCOLN PARK CI; 1420-07-801-001, 3401 N HWY 395; 1220-21-510-107, 774 LINDA DR; 1220-04-113-001, 1374 QUEENS CT; 1419-09-001-066, 3414 GOLF CLUB DR; 1418-22-502-001, NO SITE ADDRESS; 1320-33-714-033, 1309 BROOKE WY; 1220-24-811-004, 627 THOROBRED AV; 1220-24-401-019, 616 APPALOOSA LN; 1319-30-634-004, 364 QUAKING ASPEN LN; 1421-00-002-003, NO SITE ADDRESS; 1422-00-002-002, NO SITE ADDRESS; 1422-00-002-009, NO SITE ADDRESS; 1320-30-211-094, 1795 IRONWOOD DR; 1220-20-002-005, 660 ANDERSON RANCH RD; 1022-10-002-037, 3920 MICA CT; 1022-15-001-126, 3890 CARTER DR; and 1121-05-516-034, 267 WALKER ST.). (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Adopt Resolution 2026R-007 as presented.

FINANCIAL IMPACT:
Potentially $145,179.06 in property taxes, costs, penalties and interest to the County and various taxing entities.

BACKGROUND:
The Board of County Commissioners may issue an order directing the County Treasurer to sell the property particularly described in the resolution and listed below, after giving notice of the sale, for a total amount not less than the amount of taxes, costs, penalties and interest legally chargeable against the property. After this order is given, properties may be redeemed, sold at public auction, or acquired by a local government, Nevada System of Higher Education or an Indian tribe.

The public auction is scheduled online at www.Bid4Assets.com, with bidding starting on May 26, 2026, at 10:00 AM PST and ending on May 28, 2026, at 10:00 AM PST. The properties subject to a tax sale are further described in Resolution 2026R-007.

ATTACHMENTS:
Tax Sale Resolution 2026-07.pdf

RESOLUTION 2026R-007

A RESOLUTION ORDERING AND DIRECTING THE COUNTY TREASURER TO SELL PROPERTIES HELD IN TRUST BY THE COUNTY TREASURER PURSUANT TO NRS 361.595

WHEREAS, the County Treasurer has provided notice to properties listed therein as provided in NRS 361.5648 and NRS 361.565; and

WHEREAS, the County Treasurer has issued a Trustee's certificate per NRS 361.570, and with no redemption being made, the County Treasurer now holds the property in trust; and

WHEREAS, any property held in trust by the County Treasurer by virtue of any deed made pursuant to provisions of NRS 361.595 may be sold and conveyed in the manner prescribed in NRS 361.595 and NRS 361.603 or conveyed without sale as provided in NRS 361.604; and

WHEREAS, the Board of County Commissioners may make an order directing the County Treasurer to sell the property particularly described therein, after giving notice of the sale, for a total amount not less than the amount of taxes, costs, penalties, and interest legally chargeable against the property as stated in this order; and

WHEREAS, after an order is given and a subsequent statutory notice is provided, properties may be sold at auction or acquired by a local government, the Nevada System of Higher Education, or an Indian tribe.

NOW, THEREFORE, BE IT RESOLVED the Douglas Board of County Commissioners hereby orders and directs the County Treasurer to enter this order into the record of its proceedings for February 19, 2026, and further orders and directs the County Treasurer to sell the following properties, for a total amount not less than the amount of taxes, costs, penalties and interest legally chargeable against the property at the time of sale consistent with NRS 361.595, at an online auction held at www.Bid4Assets.com with bidding starting on Tuesday, May 26, 2025 at 10 AM Pacific Standard Time (PST) and ending on Thursday, May 28, 2025 at 10 AM PST.

1022-10-002-037- 2.52 Acres, 3920 Mica Ct. TOPAZ RANCH GID, NV
Legal Description:
Lot 113 as shown on the official map of TOPAZ RANCH ESTATES UNIT NO. 2, filed in the office of the County Recorder of Douglas County, State of Nevada, on February 20, 1967, in Book 47, Page 761, as Document No. 35464.

Amount Owing: $717.26 (as of 2/6/2026)

1022-15-001-126 – 1 Acre of land, 3890 Carter Dr., TOPAZ RANCH GID, NV
Legal Description:
All that real property situate in the County of Douglas, State of Nevada, described as follows:

Being all of Parcel A, in Block H, as shown on the Official Plat, Topaz Ranch Estates Unit No. 4, as filed for record in the Office of the County Recorder of Douglas County, Nevada Recorded November 6, 1970 as document No. 50212.

Excepting therefrom that piece or parcel of land described in Deed from Topaz Development Corp., a Nevada Corporation to Gerald G. Merkt and Katherine L. Merkt, husband and wife as joint tenants with right of survivorship recorded November 12, 1981, in Book 1181 of Official Records, at Page 1397, Douglas County, Nevada as Document No. 62420.

Excepting therefrom that piece or parcel of land described in Deed from Topaz Development Corp., a Nevada Corporation to Lloyd A, Gathright and Ruth E. Gathright, husband and wife as joint tenants, with right of survivorship, recorded April 20, 1983, in Book 483 of Official Records at Page 1018, Douglas County, Nevada, as Document No. 78916.

Excepting therefrom that piece or parcel of land described in Deed by and between Topaz Development Corp., a Nevada Corporation and Robert M. Crenshaw and Blanche Crenshaw, husband and wife as joint tenants, with right of survivorship, recorded January 19, 1981, in Book 181 of Official Records at Page 1039, Douglas County, Nevada, as Document No. 52688.

Excepting therefrom that piece or parcel of land described in AN Assignment of Agreement by and between Frank W. Edwards and Laurel L. Edwards, husband and wife and Edward J. Hermeyer and Imogene M. Hermeyer, , husband and wife as joint tenants, with right of survivorship, recorded October 18, 1977, in Book 1077 of Official Records at Page 1035, Douglas County, Nevada, as Document No. 14116.

Excepting therefrom that piece or parcel of land described in Deed by and between Joseph F. Wallace and Geraldine R. McAleer and Joseph F. Wallace an unmarried man and Geraldine R. McAleer, a married woman, brother and sister as Joint Tenants, recorded July 20, 1972, in Book 103 of Official Records at Page 348, Douglas County, Nevada, as Document No. 60700.

Excepting therefrom that piece or parcel of land described in that certain Deed by and between Jerry Maple, Sheriff of the County of Douglas, State of Nevada and Dennis Devere, recorded September 20, 1979, in Book 979 of Official Records at Page 1659, Douglas County, Nevada, as Document No. 36916.

Excepting therefrom that piece or parcel of land described in that certain Deed by and between Topaz Development Corp., a Nevada Corporation and Harlan J. Swanson and

Shirley M. Swanson, husband and wife as joint tenants, with right of survivorship, recorded October 3, 1975, in Book 1075 of Official Records at Page 134, Douglas County, Nevada, as Document No. 83562.

Excepting therefrom that piece or parcel of land described in Deed by and between Topaz Development Corp., a Nevada Corporation and County of Douglas, recorded December 1, 1972, in Book 1272, Page 14, of Official, Douglas County, Nevada, as document No. 63068.

Excepting therefrom that piece or parcel of land described in Deed by and between Paramount Development Corporation and Topaz Development Corp., recorded April 11, 1985, in Book 485 at Page 962, of Official Records, Douglas County, Nevada, as Document No. 115939.

Amount Owing: $564.20 (as of 2/6/2026)

1121-05-516-034 – 0.18 Acre of land, 267 Walker St., GEN CO/CWS/MOSQ, NV
Legal Description:
Lot 190, as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 6, filed in the office of the Douglas County Recorder on September 26, 2005, in Book 0905, Page 9644, File No. 655937; subject to that certain Declaration of Covenants, Conditions and Restrictions for Pine View filed in the office of the Douglas County Recorder on October 13, 1997, in Book 1097, Page 2388, File No. 0423883; EXCLUDING any and all water rights, including, but not limited to: applications and permits to appropriate any of the public waters; certificates of appropriation; adjudicated or unadjudicated water rights; applications or permits to change the place of diversion, manner of use or place of use of water; and federal reserved water rights.

Per NRS111.312, this legal description was previously recorded at Document No. 2021-970177 on 6/30/2021.

Amount Owing: $12,332.95 (as of 2/6/2026)

1220-04-111-014 – 0.08 Acre of land, 1226 Kingslane, Town of Gardnerville, NV
Legal Description:
Lot 13 as shown on the Official Map of KINGSLANE UNIT NO. 1, filed in the office of the County Recorder of Douglas County, Nevada, on December 26, 1968, in Book 64, Page 82 as Document No. 43243.

Amount Owing: $2,023.57 (as of 2/6/2026)

1220-04-113-001 - 0.08 Acre of land, 1374 Queens Ct., Town of Gardnerville, NV
Legal Description:
LOT 96 IN BLOCK A AS SHOWN ON THE PLAT OF KINGSLANE UNIT NO. 3B, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF

DOUGLAS COUNTY, NEVADA ON OCTOBER 26, 1977 IN BOOK 1077, PAGE 1588 AS FILE NO. 14385.

Amount Owing: $3,695.95 (as of 2/6/2026)

1220-20-002-005 – 24.710 Acres of land, 660 Anderson Ranch Rd., GEN CO/CWS/MOSQ, NV

Legal Description:

A parcel of land located within a portion of the Southeast one-quarter of Section 20, Township 12 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Westerly line of Parcel B-1, being a spike in top of a fence post, as shown on the Record of Survey for Marguerite Anderson, Document No. 217534 of the Douglas County Recorder Office, said point bears N. 41 degrees 33'54" W., 2719.34 feet from the Southeast corner of said Section 20 and being a 5/8" rebar and plastic cap tagged R.L.S. 2161;

thence S. 05 degrees 20'09" W., 152.74 feet; thence S. 10 degrees 25'50" W., 440.39 feet; thence S. 59 degrees 12'56" W., 167.54 feet; thence S. 52 degrees 32'37" W., 333.61 feet; thence S. 45 degrees 55'50" W., 111.38 feet; thence S. 27 degrees 36'50" W., 68.67 feet; thence S. 42 degrees 37'31" W., 89.88 feet; thence S. 62 degrees 40'34" W., 51.97 feet; thence S. 36 degrees 11'56" W., 29.46 feet; thence 217.78 feet along the arc of a curve to the left having a central angle of 08 degrees 44'04" and a radius of 1428.54 feet, (chord bears S. 31 degrees 49'54" W., 217.57 feet); thence S. 88 degrees 33'11" W., 10.38 feet; thence N. 01 degrees 11'29" W., 102.15 feet; thence N. 03 degrees 34'02" W., 105.90 feet; thence N. 89 degrees 56'12" W., 40.71 feet; thence N. 00 degree 03'48" E., 25.00 feet; thence N. 89 degrees 56'12" W., 230.05 feet; thence N. 00 degree 05;44" E., 1180.55 feet to a point on said Westerly line; thence S. 84 degrees 51'42" E., along said Westerly line, 1146.20 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey to support a Boundary Line Adjustment for Donald E. Bently, filed for record with Douglas County Recorder on December 11, 1995 in Book 1295, at page 1495, as Document No. 376661.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on October 14, 2004, as Document No. 626652, in Book 1004, Page 5462 of Official Records.

"Together with the Edna Ditch surface water rights, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property."

Amount Owing: $7,499.87 (as of 2/6/2026)

1220-21-510-107- 0.17 Acre of land, 774 Linda Dr., Gardnerville Ranchos, NV
Legal Description:
Lot 166, as shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record on May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document No. 66512.

Amount Owing: $560.44 (as of 2/6/2026)

1220-24-401-019 – 20 Acres of land, 616 Appaloosa Ln., Gardnerville Ranchos, NV
Legal Description:
All that real property situate in the County of Douglas , State of Nevada, described as follows:

All that certain Lot, Piece or Parcel of Land situate in County of Douglas, State of Nevada, described as follows:

A parcel of land, located in the South ½ of the South ½ of Section 24, Township 12 North, Range 20 East, M. D. B & M. and the North ½ of the North ½ of Section 25, Township 12 North, Range 20 East, M. D. B. & M., more particularly described as follows:

BEGINNING at a point on the Easterly right-of-way line of Highway U. S. 395, which point bears South, 150.94 feet, and South 38°48' East, 2346.02 feet, from the West ¼ Section corner of said Section 24, Township 12 North, Range 20 East, M. D. B. &., proceed thence East 386.64 feet, on a line paralleling the Section line to a point on the center of an abandoned highway roadbed; thence South 45°00' East, 549.57 feet along said abandoned roadbed; thence East, on a line paralleling the Section line 515.41 feet, to a point; thence North 31°16' East, 454.63 feet, to a point; thence East 303.44 feet, on a line paralleling the Section line to the Northeast corner of the Parcel; thence South 788.32 feet on a line parallel to the ¼ Section line to the Southeast corner of the Parcel; thence West 1196.22 feet on a line paralleling the Section line to a point on the said highway right-of-way line, which is the Southwestern corner of the Parcel; thence North 38°48' West, 1011.53 feet along said highway right-of-way line, to the POINT OF BEGINNING.

Amount Owing: $24,076.63 (as of 2/6/2026)

1220-24-811-004 – 1.03 Acres of land, 627 Thorobred Ave., GEN CO/CWS/MOSQ, NV
Legal Description:
Lot 1 in Block A as set forth on the map of Thompson Acres Unit #2 filed iin the office of the County Recorder of Douglas County, Nevada, on March 22, 1978, in Book 378, Page 1424, as Document No. 18827.

Amount Owing: $2,907.39 (as of 2/6/2026)

1319-30-634-004 - 0 Acres of land, 364 Quaking Aspen Ln. D, Kingsbury GID/CWS, NV

Legal Description:

Unit D of Condominium No. 68, being all of Lot 68, located in Tahoe Village Unit 1, recorded February 22, 1979, as Document No. 30115, Official Records of Douglas County, State of Nevada.

Amount Owing: $2,519.97 (as of 2/6/2026)

1320-04-001-111 – 0.073 Acre of land, 2559 Precision Dr., GEN CO/CWS/MOSQ, NV

Legal Description:

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL1:

All that portion of Block K as shown on the Final Map No. 1015-2 for CARSON VALLEY BUSINESS PARK PHASE 2, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on September 3, 1998, in Book 998, Page 562, as Document 448664, Official Records, described as follows:

Lot 3 as shown on Record of Survey No. 1 for WALLPORT INDUSTRIAL PARK, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 8, 2006, Book 806, Page 2533, as Document No. 681475, Official Records.

PARCEL 2:

An easement over the common area for ingress and egress as defined in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wallport Industrial Park, recorded May 1, 2007, in Book 507, Page 337, as Document No. 700201, Official Records.

Amount Owing: $4,517.60 (as of 2/6/2026)

1320-30-211-094 – 1.72 Acres of land, 1795 Ironwood Dr., Town of Minden, NV

Legal Description:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Parcel No. 4 as shown on the Parcel Map of Minden Ironwood Partners and recorded in Book 990, at Page 341, as Document No. 233981, Douglas County, Nevada, Recorder's Office; thence North 00º18'00" East, 922.12 feet to the Point of Beginning; thence continuing North 00º18'00" East, 280.00

feet; thence along the arc of the curve to the right having a delta angle of 90º00'00", radius of 20.00 feet and arc length of 31.42 feet; thence South 89º42'00" East, 281.41 feet; thence South 12º57'23" West, 234.62 feet; thence South 00º18'00" West, 35.09 feet; thence North 89º52'42" West, 144.46 feet; thence South 45º18'00" West, 50.26 feet; thence North 89º42'00" West, 70.00 feet to the Point of Beginning.

Reference is made to Adjusted Parcel 2 as set forth on Record of Survey for Minden Ironwood Partners filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 10, 1990 in Book 990, at Page 969, as Document No. 234225.

NOTE: Said legal description was previously contained Grant, Bargain, Sale Deed recorded May 20, 2013, in Book 513, Page 5129, as Document No. 823887, Official Records, Douglas County, Nevada.

Amount Owing: $18,040.56 (as of 2/6/2026)

1320-33-714-033 – 0.18 Acre of land, 1309 Brooke Way, Town of Gardnerville, NV
Legal Description:
Lot 33 in Block F as set forth on the Final Subdivision Map No. 1006-6 of Chichester Estates Phase 6, filed in the office of the County Recorder of Douglas County, Nevada and recorded February 16, 2000 in Book 0200 at Page 2552 as Document No. 486411.

Amount Owing: $1,268.14 (as of 2/6/2026)

1418-22-502-001 - 9.6 Acres of land, No site address, Tahoe Douglas Sewer Dist., NV
Legal Description:
All that certain lot, piece or parcel of land situate in the county of Douglas, State of Nevada, described as follows

Parcel 1:
A Parcel of land situate wholly in the North ½ of Section 22, Township 14 North, Range 18 East, M.D.B.&M , described as follows:

Commence a the Northeast corner of Section 22, Township 14 North, Range 18 East, M.D.B.&M thence along the Northerly boundary of said Section 22, North 89º06'44" West 723.00 feet to the point of beginning, thence South 10º36'07" West 583.63 to a point on the Northerly boundary of Logan Creek Estates Subdivision, thence continuing along said Northerly boundary South 81º35'48" West 659.45 feet to a point on the Easterly right-of-way line of U S Highway 50, thence continuing along the said Easterly right-of-way line a curve to the left whose radius is 740.00 feet, central angle of 6º45'17", arc length of 87.24 feet, and whose long chord bears North 10º33'22" East 87.20 feet; thence North 1º45'29" East 200.00 feet (this course not tangent to the above described curve) North 0º59'49" East 168.59 feet (this course not tangent to the following described curve) to the beginning of a curve to the right whose radius is 710.00 feet; central angle of 15º06'00", arc length of 187.12 feet, and whose long chord bears

North 12º52’44” East 186.58 feet; thence North 69º34’16” West 15.00 feet; North 24º45’14” East 39.34 feet; North 24º51’45” East 4.07 feet to a point of the Northerly boundary of said Section 22; thence along the Northerly boundary South 89º06’44” East 689.08 feet to the point of beginning.

EXCEPTING THEREFROM a portion of the East one-half of the Northeast quarter of Section 22, Township 14 North, Range 18 East, M.D.B.&M., described as follows:

Beginning at the most northerly corner of Lot 2, Block E, as shown on the official Map of Logan Creek Estates, filed in the office of the Douglas County Recorder on March 8, 1960, thence along the north line of said Lot 2, South 81º35’48” West 106.00 feet to the Northwest corner of said Lot 2, thence continuing South 81º35’48” West along the northerly line of Lot 1, Block E aforesaid Map, a distance of 25.00 feet, thence leaving the northerly line of said Lot 1, North 2º09’15” East 25.00 feet, thence North 81º35’48” East a distance of 134.82 feet to a point on the west line of Lot 14, as shown on the Amended Final map of Logan Creek Estates Unit No. 2, thence along the said line of Lot 14, South 10º27’37” West, 25.97 feet to the point of beginning.

PURSUANT TO NRS SECTION 111.312, THE ABOVE LEGAL DESCRIPTION IS THE SAME PROPERTY CONVEYED IN DEED RECORDED MARCH 6, 1991 AS INSTRUMENT NO. 246044.

Amount Owing: $25,212.76 (as of 2/6/2026)

1418-34-110-063 – 0.2 Acre of land, 1271 Lincoln Park Cir., Tahoe Douglas Sewer Dist., NV

Legal Description:

Lots 15 and 16 in Block C of Lincoln Park, as shown on the Official Map of Lincoln Park, filed in the office of the County Recorder of Douglas County, State of Nevada in Book D of Misc. at page 40A

Together with the improvements situated thereupon and all household furnishings, furniture, appliances, equipment and personal property therein and thereon situated and contained.

Amount Owing: $7,947.32 (as of 2/6/2026)

1419-09-001-066 – 1.01 Acre of land, 3414 Golf Club Dr., GEN CO/CWS/MOSQ, NV

Legal Description:

Lot 126, and rights of access across private roads as set forth on the Final Map of Clear Creek Tahoe-Phase 3C, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 4, 2021, as File No. 962948, Official Records.

Certificate of Amendment recorded April 6, 2021, as Document No. 2021-964987, Official Records.

Amount Owing: $21,869.84 (as of 2/6/2026)

1420-06-801-001 – 2.73 Acres of land, 3647 N HWY 395, GEN CO/CWS/MOSQ, NV
Legal Description:
The North ½ of the Northwest ¼ of the Southeast ¼ of the Southeast ¼ of Section 6. Township 14 North, Range 20 East, M. D. B. & M.

Note: the above legal description previously appeared in Deed, recorded October 17, 2013, as Document No. 832190, of Official Records.
Amount Owing: $2,978.58 (as of 2/6/2026)

1420-07-801-001 – 0.71 Acre of land, 3401 N HWY 395, GEN CO/CWS/MOSQ, NV
Legal Description:
All that certain lot, place or parcel of land situate in the County of Dougals, State of Nevada, described as follows:

A Parcel of land located in the SW ¼ SE ¼ of Section 7, T. 14N., R.20 E., M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Beginning at the U.S.B.L.M. brass cap marker which is the S.E. corner of the S.W. ¼ S.E. ¼ of Section 7, T. 13N., R. 20 E. and also the True Point of Beginning thence S. 89º42'36"W. along the section line 123.52 ft. to the southwest corner which lies on the east right-of-way line of U.S.395.
Thence N.11º14'06"E., 641.11 ft. along said right-of-way line to point.
Thence S. 00º07'37", W., 628.20 ft to the True Point of Beginning.
In compliance with Nevada Revised Statute 111.312, The Herein above legal Description was taken from instrument recorded May 25, 1978, Book 578, Page 2129, as file no. 21136, recorded in the official records of Douglas County, State of Nevada.
Amount Owing: $617.65 (as of 2/6/2026)

1421-00-002-003 – 40 Acres of land, No Site Address, GEN CO/CWS/MOSQ, NV
Legal Description:
All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Township 14 North, Range 21 East, M.D.B. & M.

Section 23: Southwest 1/4 of the Southeast 1/4
Amount Owing: $2,267.89 (as of 2/6/2026)

1422-00-002-002 – 40 Acres of land, No Site Address, GEN CO/CWS/MOSQ, NV
Legal Description:
All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

The Northwest 1/4 of the Northwest 1/4 of Section 20, Township 14 North, Range 22 East, M.D.B.& M.

Amount Owing: $1,385.51 (as of 2/6/2026)

1422-00-002-009 – 40 Acres of land, No Site Address, GEN CO/CWS/MOSQ, NV
Legal Description:
All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

The Northeast 1/4 of the Southwest 1/4 of Section 20, Township 14 North, Range 22 East, M.D.B.& M.

EXCEPTING THEREFROM that portion in a document entitled Judgement and Final Order of Condemnation recorded in the office of the County Recorder of Douglas County State of Nevada, on September 10, 2007 as Document No. 708975, Official Records.

Amount Owing: $2,174.98 (as of 2/6/2026)

ADOPTED THIS 19th DAY OF February 2026, by the following votes:

AYES: Commissioners: _____

_____

_____

_____

_____

NAYS: Commissioners _____

_____

ABSENT Commissioners: _____

_____
Mark Gardner, Chairman
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: February 19, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion to adopt **Ordinance 2025-1661**, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones. Second Reading. (Kate O'Neil, Principal Planner)

RECOMMENDED MOTION:
Adopt Ordinance 2025-1661, as presented, because the required findings for a Zoning Text Amendment have been met.

FINANCIAL IMPACT:
There is no direct financial impact at this time. However, there is potential for additional property taxes collected based on the possibility of future residential development.

BACKGROUND:

In May of 2025, the Nevada State Legislature approved Assembly Bill 241 (AB 241), which modifies NRS Chapter 278 to now require each governing body in the State of Nevada to adopt an ordinance that authorizes, by-right, a multi-family housing development or mixed-use development that includes residential use on all property zoned for commercial use. AB 241 specifically does not apply to any property that is zoned for, or in relation to, an airport, is within the region defined in the Tahoe Regional Planning Compact, or is zoned for industrial use.

Previously, Douglas County only allowed multi-family residential development in the commercial zoning district known as Mixed-Use Commercial (MUC). However, AB 241 requires that multi-family residential development also be permitted by right in all remaining commercial zoning districts. In Douglas County, those districts include Neighborhood Commercial (NC), Tourist Commercial (TC),

Office Commercial (OC) and General Commercial (GC).

The proposed Zoning Text Amendment revises County Code to allow for multi-family residential development in all commercial zoning districts. However, as is already required in the MUC zoning district, any multi-family residential development must include a mixed-use component, meaning at least 25% of the residential development must be devoted to commercial uses.

The original concept for this ordinance was to require a mixed-use component only in Neighborhood Commercial(NC) and Office Commercial (OC) zoning districts. In General Commercial (GC) and Tourist Commercial (TC) zoning districts, the mixed-use component would not be required. The original concept also included a Zoning Map Amendment that would have eliminated the MUC zoning district.

Staff presented that original concept to the Gardnerville Town Board on December 2, 2025, and to the town boards of Genoa and Minden on December 3, 2025. At these meetings, the towns provided important feedback and advice, especially with regard to their community plans and plans for prosperity. Staff took that feedback into consideration and determined that a mixed-use component should be required when doing a multi-family development in all commercial zoning districts, not just in the NC and OC zoning districts. In addition, staff determined that eliminating the MUC zoning district and rezoning the MUC parcels to another commercial zoning district would not be necessary at this time.

Staff presented Ordinance 2025-1661 to the Planning Commission on January 13, 2026. The Planning Commission voted unanimously to recommend approval to the Board of County Commissioners.

ATTACHMENTS:
SR Second Reading Ord 2025-1661 BoCC Meeting February 19.pdf
Ordinance 2025-1661 - ZTA for AB 241.pdf
AB241 EN_2.pdf
Presentation to BoCC 2.19.2026.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
Community Development Director

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

MEMORANDUM

Date: February 19, 2026

To: Board of County Commissioners

From: Kate Moroles-O'Neil, Planning Department

Subject: Ordinance 2025-1661, a Zoning Text Amendment amending various chapters in Douglas County Code, Title 20, to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session.

I. REQUEST

For possible action: Discussion on **Ordinance 2025-1661**, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use and multi-family residential development in commercial zones.

II. RECOMMENDATION

Approve **Ordinance 2025-1661** based on discussion, presentation, staff report and the requirement to comply with Assembly Bill 241.

III. BACKGROUND

On May of 2025, the Nevada State Legislature approved Assembly Bill 241, which modifies NRS Chapter 278, to require each governing body in the State of Nevada to adopt an ordinance that authorized by-right a multi-family housing development or mixed-use development that includes residential use on property zoned for commercial use.

On December 9, 2025, staff appeared before the Planning Commission to present this Ordinance but requested a continuance to reevaluate the implementation of AB241. Prior to the Planning Commission meeting, staff took items associated to AB241 to the Town Boards of Gardnerville, Minden and Genoa. After discussing with the town boards and receiving feedback from board members as well as public comments, staff determined that a continuance was needed to further review this item to

determine how staff could implement the requirements of AB241 while also adhering to the requests of the town boards.

After further review and consideration, staff determined that a Zoning Map Amendment (ZMA) will not be required. The difference in uses in MUC vs NC for example, posed some concerns and until all land uses can be reevaluated the Mixed-Use Commercial (MUC) zoning overlay district will remain in Title 20 Code. Those properties that are currently zoned MUC will maintain that zoning distinction and the implementation of AB241 will not have any effect on these properties.

In addition, staff are proposing that multi-family housing with a commercial component is allowed by right in any of the following commercial zoning districts per the requirements of AB241; Neighborhood Commercial (NC), Office Commercial (OC), General Commercial (GC) and Tourist Commercial (TC). Previously, staff had proposed that a commercial component was only required in NC and OC when doing a multi-family housing project.

On January 13, 2026, the Planning Commission voted unanimously to recommend approval of Ordinance 2025-1661.

To implement Assembly Bill 241, the County plans to update the Doulgas County Development Code (Title 20 of the Douglas County Code) as follows:

- Multi-Family Residential (MFR) development will be allowed in all commercial zones.
- MUC design standards and requirements will still be required in all commercial zoning districts where MFR development is proposed.
    - In General Commercial (GC), Tourist Commercial (TC), Neighborhood Commercial (NC) and Office Commercial (OC) zoning districts, MFR development will require a mixed-use component. Meaning, any proposed MFR development must include some type of approved commercial use.

It is important that the County maintain a commercial component within the commercial zoning districts. In addition, all the above commercially zoned properties can still develop 100% commercial projects. AB241 only pertains to those commercial properties wanting to do a multi-family mixed-use project.

IV. FINDINGS FOR A ZONING TEXT AMENDMENT

Pursuant to Douglas County Code, Section 20.610.050, the following findings must be made in the affirmative:

A. That the proposed amendment is consistent with the policies embodied in the adopted Master Plan and the underlying land use designation contained in the land use plan.

Staff Response: Staff believe this finding can be made. Per Assembly Bill (AB) 241, Douglas County is now in compliance allowing for multi-family withing commercially zoned properties and no conflict exist within the Master Plan land use designation.

B. That the proposed amendment will not be inconsistent with the adequate public facilities policies contained in Douglas County Code, Title 20.

Staff Response: Staff believe this finding can be made. Implementation of AB 241 is not inconsistent, and all provisions related to adequate public facilities contained in Title 20 and the Design Criteria and

Improvement Standard Manual are still in effect and will apply to any future projects to ensure such projects are limited to occupancies and densities that can be served with adequate public facilities.

C. That the proposed amendment is compatible with the actual and master planned use of the adjacent properties.

Staff Response: Staff believe this finding can be made. As noted above, the implementation of AB 241 and this Ordinance does not conflict with existing or future land use. Moreover, this is a request to amend the text of Title 20, not a zoning map.

D. If the amendment is in a receiving area and changes land to any industrial, commercial, or residential district, or otherwise increases the density or intensity of use, that the amendment is being requested in the context of a specific plan or a planned development, and utilizes transfer development rights.

Staff Response: Staff believe this finding can be made. There is no zoning changes to any parcels associated with this ZTA. The standards for mixed-use developments within a commercial zoning district will still adhere to current code requirements.

VI. CONCLUSION

Approve **Ordinance 2025-1661** based on discussion, presentation, staff report and the requirement to comply with Assembly Bill 241.

ORDINANCE 2025-1661

SUMMARY

Ordinance 2025-1661, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones.

TITLE

Ordinance 2025-1661, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones.

RECITALS

WHEREAS, in May of 2025, the Nevada State Legislature approved Assembly Bill 241, which modifies NRS Chapter 278, to require each governing body in the State of Nevada to adopt an ordinance that authorizes by right a multi-family housing development or mixed-use development that includes residential use on property zoned for commercial use.

WHEREAS, on January 22, 2026, the Douglas County Board of Commissioners (the "Board") introduced this Ordinance 2025-1661, which complies with the requirements of Assembly Bill 241.

WHEREAS, on February 19, 2026, the Board held a public hearing on this Ordinance 2025-1661 and determined that the findings required for a zoning text amendment, as stated in Douglas County Code Chapter 20.610, had been met and that Ordinance 2025-1661 should therefore be adopted.

NOW THEREFORE, based on the foregoing considerations, the Board does ordain as follows:

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SECTION I: Section 20.658.010 of the Douglas County Code is hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.658.010 Non-residential district development standards (Table).

Minimum Development Standards	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
Minimum Net Lot Area (Square feet except as noted)[6,8]	20000	10000	7500	10000	0	1 ac	1 ac	1 ac	10000	0	0
Average Lot Width (feet) Average Coroner Lot Width (feet)	90 100	80 88	80 88	N/A N/A	N/A N/A	100 110	100 110	100 110	80 80	0 0	0 0
Front Setback (feet)[1, 1a]	20	20	10	20	15	10	20	20	20	0	0[2]
Rear Setback (feet)[1a, 2, 3, 5]	20	10	5	0[2]	10	0[2]	10	10	0[2]	10	0[2]
Side Setback Minimum (feet)[1a, 3]	20	0[2]	0[2]	0[2]	0[2]	0[2]	10	10	0[2]	10	0[2]
Side Setback, Street Side (feet)[1a, 3]	15	15	10	15	15	10	20	15	15	15	0[2]
Floor Area Ratio (Maximum Percentage)	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	N/A	N/A
Maximum Structure Height (feet)	35	35	35	45	35[7]	45	45	45	45	N/A	45

DU = Dwelling Unit ac. = Acre N/A = Not Applicable

[1] The required front setback may be reduced down to zero (0) feet for projects fronting on U.S. Highway 395 between the intersections of State Route 88 to the north and the Elges-Waterloo extension to the south, or as otherwise adopted for projects located in a specific plan.

[1a] The required front setback may be reduced to zero (0) feet within non-residential zoning districts within the Town of Genoa, with the exception of properties fronting on the east and west sides of Main Street, south of Nixon Street/Genoa, and north of Carson Street. A minimum 40-foot front yard setback is required for properties located on the west side of Main Street, or a setback consistent with the adjacent or existing structures. A minimum 20-foot setback is required for properties located on the east side of Main Street, or a setback consistent with adjacent or existing structures. The required side, street side, and rear setback within non-residential zoning districts within the Town of Genoa may be reduced as required by the Uniform Building Code.

[2] Except as required by the Uniform Building Code.

[3] Side and rear yard setbacks shall be a minimum of 15 feet adjacent to a single-family residential district.

[4] The maximum Floor Area Ratio shall be 35% for one-story buildings and 50% for multi-story buildings. ~~In the MUC zoning district~~ For multi-family projects with a mixed-use component, the maximum Floor Area Ratio may be increased to 75 percent when all other provisions of this title have been met.

[5] For parcels adjoining alleys, the yard setback adjoining the alley may be reduced to a minimum of five feet.

[6] Minimum net lot area includes all common areas, parking, landscaping and building areas associated with a project for the purposes of creating building envelopes or nonresidential condominium units.

[7] The height of multi-family residential structures ~~within the MUC zoning district~~ with a mixed-use component may be increased as provided in chapter 20.664.

[8] Existing commercially zoned lots within the Towns of Gardnerville and Minden are exempt, if all other requirements of this title have been met.

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SECTION II: Section 20.658.020 of the Douglas County Code, Table Section .100 and the footnotes, are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.658.020 Use (see sections in chapter 20.660 for use descriptions)	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
.100 Residential uses											
(A) Boarding house	D	D	D	D	D	D	X	X	X	X	X
(C) Manufactured home park	X	X	X	X	X	X	X	X	X	X	X
(D) Multi-family dwelling	X	~~X~~D[4b]	~~X~~D[4b]	~~X~~D[4b]	D[4a]	~~X~~D[4b]	X	X	X	X	X
(E) Single-family dwelling	X	X	X	X	X	X	X	X	X	X	X

[1] Permitted only if located within a GD overlay district. See Chapter 20.685.

[2] Sheriff's substations are permitted within the AP zoning district by design review (D).

[3] See section 20.664.090 for specific standards.

[4a] Permitted only with a mixed-use component, and ~~S~~subject to the provisions of section 20.650.010.C(5) and the specific standards set forth in 20.668.085 and 20.664.125.

[4b] Permitted only with a mixed-use component, and subject to the specific standards set forth in 20.668.085 and 20.664.125.

[5] See chapter 20.668 regarding specific standards for airport uses.

[6] Special use permit required for facilities that exceed the maximum height requirement of the applicable zoning district.

[7] See Chapter 20.664 for specific standards and required zoning permits as dictated by height of structure.

[8] Craft foods or alcoholic beverages (large) are prohibited in the Neighborhood Commercial and the Mixed-Use Commercial zoning district.

[9] Only a design review is required for Aboveground Utility Projects located within a County adopted Utility Corridor.

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SECTION III: Section 20.662.010 of the Douglas County Code, Table Sections 120 and 125, are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

Specific Standards (See Section in chapter 20.664)	SFR-T 3,000	SFR-T 4,000	SFR-T 6,000	SFR-T 8,000	A-19	FR 19/40	SFR 8,000	SFR 12,000	SFR 1/2	SFR 1	SFR 2	MFR	RA 5	RA 10
120. Multiple family housing (no mixed-use component) ~~(multifamily residential zoning district)~~												+		
125. Multiple family housing (mixed-use component ~~com. zoning district~~)												+		

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SECTION IV: Sections 20.664.120 and 20.664.125 of the Douglas County Code are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.664.120 Multi-family housing (no mixed-use component) ~~(multi-family residential zoning district)~~.

Multi-family housing that does not require a mixed-use component ~~within a multi-family residential zoning district~~ is subject to design review and shall be constructed in the following manner:

A. All multi-family developments with 12 or more dwelling units must provide 25 percent of the project site as useable open space for passive and active recreational uses. Useable open space areas must not include rights-of-way, vehicle parking areas, areas adjacent to or between any structures less than 15 feet apart, setbacks, patios or private yards, or slope areas greater than 8 percent.

B. Each dwelling unit must have a private, walled patio or balcony in accordance with the following:

1. Ground floor units must have a patio or balcony not less than 150 square feet in area or 25 percent of the dwelling unit size, whichever is less.

2. All other units must have a patio or balcony not less than 75 square feet in area.

C. All multi-family developments must provide recreational amenities within the site which may include a swimming pool, spa, club house, tot lot with play equipment, picnic shelter or barbecue area, court game facilities such as tennis, basketball, or racquetball, improved softball or baseball fields, or, day care facilities. The type and number of amenities must be approved by the director and provided according to the following schedule:

Units	Number of Amenities
0-11	0
12-50	1
51-100	2
101-200	3
201-300	4

One amenity must be added for each 100 additional units or fraction thereof.

D. Off-street parking spaces for multi-family residential developments must be located within 150 feet from the dwelling unit (front or rear door) for which the parking space is provided.

E. Each dwelling unit must be provided a minimum of 150 cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit.

F. Driveway approaches within multiple family developments of 12 or more units must be delineated with interlocking pavers, rough-textured concrete, or stamped concrete and landscaped medians.

G. All parts of all structures must be within 150 feet of paved access for single story and 50 feet for multi-story.

H. Common laundry facilities of sufficient number and accessibility consistent with the number of living units and the current County building code must be provided.

I. Where common laundry facilities are not provided, each dwelling unit must be designed for a washing machine and dryer.

20.664.125 Multi-family housing (mixed-use component ~~commercial zoning district~~).

The purpose of requiring a mixed-use component with certain multi-family housing projects is to create areas which integrate compatible commercial uses with medium density multi-family residential uses, provide for a better jobs-housing balance, conserve land resources, reduce commuter trips, and provide opportunities for more affordable housing, all through proper design.

Multi-family housing that requires a mixed-use component ~~within a mixed-use commercial zoning district~~ is subject to design review and shall be constructed in the following manner:

A. Floor area ratios:

1. Between 25 percent and 50 percent of the total project floor area must be devoted to commercial uses, with 50 to 75 percent of the project floor area devoted to residential uses.

2. Maximum residential density is 16 dwelling units per gross acre.

3. Maximum building height is 35 feet for horizontal design. Horizontal design includes residential uses and commercial uses each within separate buildings. Maximum building height for vertical design (minimum first floor retail/office) is 50 feet, except as noted below. If the project site exceeds 5 percent average slopes, the maximum height may be increased to 60 feet, except as noted below. If the height exceeds 35 feet, design features to reduce roof mass must be provided.

a. Within the Town of Genoa, the maximum building height is 35 feet.

b. Within the Towns of Minden and Gardnerville, the maximum building height is 45 feet.

4. Design must be architecturally compatible with and enhance the surrounding neighborhood and must properly integrate the multi-family residential and commercial uses by creating a pedestrian-oriented mixed-use environment.

5. Projects with 12 or more dwelling units must provide 10 percent of the ~~mixed-use commercial~~ development area as useable open space for passive and active recreational uses. Useable open space areas shall not include rights-of-way, vehicle parking areas, areas adjacent to or between any structures less than 15 feet apart, or slope areas greater than 8 percent. Exceptions to useable open space may be allowed when a project includes regional open space amenities such as a neighborhood or regional park, or provides enhanced pedestrian-oriented connections which connect to existing or planned regional open space uses.

6. Projects with 50 or more units must provide transit loading/unloading areas that are convenient to the residents.

7. Design must minimize visual impacts to the surrounding neighborhood.

8. Integrated access, parking, pedestrian connections, and drainage must be provided.

9. For structures exceeding 45 feet in height, setbacks from adjacent properties with existing single-family residential uses must be a minimum of 30 feet for all yards.

10. Projects exceeding 45 feet in height may apply for density bonus units under an affordable housing agreement as provided under chapter 20.440.

11. All projects must provide recreational amenities within the site which may include a swimming pool, spa, clubhouse, tot lot with play equipment, picnic shelter or barbecue area, court game facilities such as tennis, basketball, or racquetball, improved softball or baseball fields, or day care facilities. The type and number of amenities must be approved by the director and provided according to the following schedule:

Units	Number of Amenities
0-11	2
12-50	3
51-100	4
101-200	5
201-300	6

One amenity must be added for each 100 additional units or fraction thereof.

12. Off-street parking for ~~mixed-use commercial~~ multi-family residential development with a mixed-use component is as follows, except where noted below:

a. One parking space is required for each 250 square feet of commercial floor area.

b. 1.5 parking spaces is required for each residential unit.

c. Exceptions to both a and b above, is allowed when the project is within an established parking district.

13. Each dwelling unit must be provided a minimum of 150 cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit.

14. Common laundry facilities of sufficient number and accessibility consistent with the number of living units and the current County Building Code must be provided.

15. Where common laundry facilities are not provided, each dwelling unit must be designed for a washing machine and dryer.

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SECTION V: Section 20.666.010 of the Douglas County Code, Table Sections 080 and 085, are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

Specific Standards (*See* section in chapter 20.668)	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
080. Multi-family housing (no mixed-use component ~~MFR zone~~)					~~+~~						
085. Multi-family housing (mixed-use component ~~MCU zone~~)		+	+	+	+	+					

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SECTION XIII: Sections 20.668.080 and 085 of the Douglas County Code are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.668.080 Multi-family housing – no mixed-use component ~~MFR zone~~.

See section 20.664.120.

20.668.085 Multi-family housing – mixed-use component ~~MUC zone~~.

See section 20.664.125.

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Proposed on the ____ day of _____, 2026.

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

Vote- Ayes: Commissioners _____
_____
_____
_____
_____

Nays: Commissioners _____
_____

Absent: Commissioners _____
_____

_____
Mark Gardner, Chair
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk-Treasurer

This ordinance is effective on the ____ day of _____, 2026.

Assembly Bill No. 241–Assemblymember Jauregui

CHAPTER.....

AN ACT relating to housing; requiring the governing body of each county and city to adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use; declaring void certain county or city ordinances; authorizing the State Land Registrar to transfer, under certain circumstances, certain real property owned by the State of Nevada to certain entities without consideration; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill requires each governing body of a county or city to adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. **Section 1** also authorizes such an ordinance to establish certain standards and requirements to qualify for such a by-right development. **Section 1** further provides that any such ordinance does not apply to any property: (1) that is zoned for or in relation to an airport; or (2) within the region defined in the Tahoe Regional Planning Compact. (NRS 277.200) **Section 1** further provides that property zoned for commercial use does not include property zoned for industrial use. **Section 5** of this bill declares void any ordinance, regulation or rule of a county or city which conflicts with the provisions of this bill.

Existing law authorizes the governing body of a county or city to divide the county, city or region into zoning districts of such number, shape and area as are best suited to carry out certain purposes. Within a zoning district, the governing body may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. (NRS 278.250) **Section 4** of this bill creates an exception to account for the requirement that the governing body of a county or city adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use pursuant to **section 1**.

Existing law requires that an action or proceeding seeking judicial relief or review from or with respect to any final action, decision or order of any governing body of a county or city be commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body. (NRS 278.0235) **Section 3** of this bill applies these provisions to **section 1**.

Section 2 of this bill makes a conforming change to apply the definitions of certain terms relating to planning and zoning to **section 1**.

Existing law requires the State Land Registrar to execute on behalf of the State of Nevada any lease, deed or other document by which any land or interest therein owned by the State is conveyed. (NRS 321.003) **Section 5.3** of this bill authorizes the State Land Registrar to transfer title to certain real property owned by the State, with certain restrictions, to Catholic Charities of Northern Nevada and the Reno-Sparks Gospel Mission. **Section 5.3** provides that such a transfer is conditioned upon the Reno Redevelopment Agency entering into certain agreements with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission. **Section 5.3** further provides that such agreements must require the Reno Redevelopment

Agency to: (1) survey and generate a legal description for the portions of real property that the State Land Registrar is authorized to transfer to each entity; and (2) pay the costs relating to the transfer of the real properties. **Section 5.5** of this bill requires the deed for the real properties to include certain restrictions and provide for the reversion of the title to the real properties under certain circumstances.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets [~~omitted material~~] is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 278 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in subsection 2, not later than March 1, 2026, each governing body shall adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. The ordinance may establish standards and requirements to qualify for by-right a multifamily housing development or mixed-use development.

2. Any ordinance adopted pursuant to this section does not apply to any property:

(a) That is zoned for or in relation to an airport; or

(b) Within the region defined by NRS 277.200, the Tahoe Regional Planning Compact.

3. As used in this section, "property zoned for commercial use" does not include property zoned for industrial use.

Sec. 2. NRS 278.010 is hereby amended to read as follows:

278.010 As used in NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** unless the context otherwise requires, the words and terms defined in NRS 278.0103 to 278.0195, inclusive, have the meanings ascribed to them in those sections.

Sec. 3. NRS 278.0235 is hereby amended to read as follows:

278.0235 1. No action or proceeding may be commenced for the purpose of seeking judicial relief or review from or with respect to any final action, decision or order of any governing body, commission or board authorized by NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** unless the action or proceeding is commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body, commission or board.

2. A petitioner or cross-petitioner who is seeking judicial review must serve and file a memorandum of points and authorities within 40 days after an action is commenced.

3. The respondent or cross-petitioners shall serve and file a reply memorandum of points and authorities within 30 days after the service of the memorandum of points and authorities.

4. The petition or cross-petitioner may serve and file a reply memorandum of points and authorities within 30 days after service of the reply memorandum.

5. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.

6. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure.

7. The court, for good cause, may extend the times allowed in this section for filing memoranda.

Sec. 4. NRS 278.250 is hereby amended to read as follows:

278.250 1. For the purposes of NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** the governing body may divide the city, county or region into zoning districts of such number, shape and area as are best suited to carry out the purposes of NRS 278.010 to 278.630, inclusive ~~[. Within]~~ ***, and section 1 of this act. Except as otherwise provided in section 1 of this act, within*** the zoning district, it may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land.

2. The zoning regulations must be adopted in accordance with the master plan for land use and be designed:

(a) To preserve the quality of air and water resources.

(b) To promote the conservation of open space and the protection of other natural and scenic resources from unreasonable impairment.

(c) To consider existing views and access to solar resources by studying the height of new buildings which will cast shadows on surrounding residential and commercial developments.

(d) To reduce the consumption of energy by encouraging the use of products and materials which maximize energy efficiency in the construction of buildings.

(e) To provide for recreational needs.

(f) To protect life and property in areas subject to floods, landslides and other natural disasters.

(g) To conform to the adopted population plan, if required by NRS 278.170.

(h) To develop a timely, orderly and efficient arrangement of transportation and public facilities and services, including public access and sidewalks for pedestrians, and facilities and services for bicycles.

(i) To ensure that the development on land is commensurate with the character and the physical limitations of the land.

(j) To take into account the immediate and long-range financial impact of the application of particular land to particular kinds of development, and the relative suitability of the land for development.

(k) To promote health and the general welfare.

(l) To ensure the development of an adequate supply of housing for the community, including the development of affordable housing.

(m) To ensure the protection of existing neighborhoods and communities, including the protection of rural preservation neighborhoods and, in counties whose population is 700,000 or more, the protection of historic neighborhoods.

(n) To promote systems which use solar or wind energy.

(o) To foster the coordination and compatibility of land uses with any military installation in the city, county or region, taking into account the location, purpose and stated mission of the military installation.

3. The zoning regulations must be adopted with reasonable consideration, among other things, to the character of the area and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city, county or region.

4. In exercising the powers granted in this section, the governing body may use any controls relating to land use or principles of zoning that the governing body determines to be appropriate, including, without limitation, density bonuses, inclusionary zoning and minimum density zoning.

5. As used in this section:

(a) "Density bonus" means an incentive granted by a governing body to a developer of real property that authorizes the developer to build at a greater density than would otherwise be allowed under the master plan, in exchange for an agreement by the developer to perform certain functions that the governing body determines to be

socially desirable, including, without limitation, developing an area to include a certain proportion of affordable housing.

(b) "Inclusionary zoning" means a type of zoning pursuant to which a governing body requires or provides incentives to a developer who builds residential dwellings to build a certain percentage of those dwellings as affordable housing.

(c) "Minimum density zoning" means a type of zoning pursuant to which development must be carried out at or above a certain density to maintain conformance with the master plan.

Sec. 5. On and after March 1, 2026, any ordinance, regulation or rule of a county or city which conflicts with the provisions of this act is void and unenforceable.

Sec. 5.3. 1. If the Reno Redevelopment Agency enters into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, pursuant to subsection 2, the Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar, may transfer, without consideration, to:

(a) Catholic Charities of Northern Nevada, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 4 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2; and

(b) The Reno-Sparks Gospel Mission, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 1.3 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2,

➥ to provide community and social services to at-risk and underserved populations, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services, supportive services and any other service for at-risk and underserved communities.

2. The Reno Redevelopment Agency shall enter into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, relating to the transfer of the property described in subsection 1. The agreement must require the Reno Redevelopment Agency to:

(a) Survey and generate a legal description for the real properties described in paragraphs (a) and (b) of subsection 1; and

(b) Pay the costs relating to the transfer of the real property.

Sec. 5.5. If real property is transferred pursuant to section 5.3 of this act, the deed from the State of Nevada to Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, must, subject to any easement, condition or other encumbrance of record:

1. Include restrictions:

(a) Requiring that the real property be used to provide community and social services to at-risk and underserved communities, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services and any other services provided for at-risk and underserved communities; and

(b) Prohibit Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, or any successors in title from transferring, leasing, encumbering or otherwise disposing of the property except pursuant to the express authority of the Legislature.

2. Provide for the reversion of the title to the property to the State of Nevada upon the breach of any restriction specified in subsection 1.

Sec. 6. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

20 ~~~~~ 25

Implementation of Assembly Bill 241

Board of County Commissioners

February 19, 2026

Assembly Bill (AB) 241

- AB 241 adoption in May 2025:

  - The Nevada State Legislature approved Assembly Bill 241, which modifies NRS Chapter 278, to require each governing body in the State of Nevada to adopt an ordinance that authorizes by-right a multi-family housing development or mixed-use development that includes residential use on property zoned for commercial use.

2020 Master Plan

Action Matrix for the 2020 update of the Douglas County Master Plan lists the actions for each Master Plan Element along with the priority for each action item.

Priority Explanation in Years | 1–3 (High), 3–5 (Medium), 5–10 (Low)

	Priority
L LAND USE & HISTORIC PRESERVATION	
Action 1 Amend Title 20 to incorporate the Master Plan land use designations and compatible zoning districts.	1–3
Action 2 Amend the Master Plan Land Use Designation Table to allow multi-family residential zoning in the Commercial land use category.	1–3

Ordinance 2025-1661
Zoning Text Amendment

- Amends Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of AB 241, by allowing mixed-use and multi-family residential development in commercial zones.
- Multi-Family Residential (MFR) development will be allowed in all commercial zones.
- MUC design standards and requirements will still be required in all commercial zoning districts where an MFR development is proposed.
    - This includes General Commercial (GC), Tourist Commercial (TC), Neighborhood Commercial (NC) and Office Commercial (OC) zones.
    - Any proposed MFR development must include some type of approved commercial component use.
    - Developments can still be 100% commercial within these commercial zoning districts.

Questions



Recommended Motion:

Approve **Ordinance 2025-1661** based on discussion, presentation, staff report, required findings have been met and the requirement to comply with Assembly Bill 241.

AGENDA ITEM NO. 11.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion on DP 25-0074, an application to abandon a portion of a public road right-of-way and utilities easement known as Moore Lane, approximately 32,284 square feet in size, and for the right-of-way to revert to a single abutting property located at 2495 Fremont Street, in the Johnson Lane Community Plan. The property owner is Ksenia Timonina of Big Bar Ranch, LLC. The applicant is Andy Fuller, Professional Land Surveyor of Fuller Consulting, PLLC. APN: 1320-02-002-024. (Jeremy Hutchings, County Engineer)

RECOMMENDED MOTION:
The County Commissioners may either:
(a) Deny application DP 25-0074, because the public will be materially injured by the proposed vacation of the right-of-way; or
(b) Approve application DP 25-0074, because the public will not be materially injured by the proposed vacation of the right-of-way.

If the Board approves application DP 25-0074, staff recommends that the Board reserve a public utility easement (PUE) out of the abandonment area, because a PUE is required by the power company and the Douglas County Public Works Department in order to provide essential public services to the nearby properties.

FINANCIAL IMPACT:
There would be no negative financial impact on the County by approving this abandonment. However, if the abandonment is approved without reserving a Public Utility Easement, the County will have to acquire an easement in the future and NV Energy may be adversely impacted.

BACKGROUND:
The Moore Lane right-of-way (ROW) was dedicated to Douglas County for public roadway and utility purposes, by William H. Johnston on November 24, 1961, in Book 9 page 518 recorded as Document Number 1961-19161 (included in the Appendix). The ROW is 25 feet wide. The ROW is generally

unimproved and no road exists within the ROW. The ROW is located outside both a town boundary and an urban service area. Staff has made a site visit to confirm that the existing conditions are generally as stated within this application.

At least one of the residents north of Moore Lane, whose property lies along Toni Court, has used portions of the ROW to access the south end of his property and may be negatively impacted by an abandonment.

A few typical photos of the ROW and project area are included in the Appendix. It should be noted that the applicant has already fenced off the westerly side of the public ROW along its northern boundary as shown in the photos. The perspective in the photo is standing along Fremont Street, just west of the ROW, facing easterly toward the ROW.

The red arrow shows the portion of the existing fence that illegally blocks access to the ROW. Under County Code, except in an emergency, work within a public right-of-way requires an encroachment permit from the County, which was not obtained before the applicant fenced-off a portion of the public right-of-way. There is a pending Code Enforcement case regarding the construction of the fence without the required encroachment permit.

Moore Lane is not specifically referenced in the 2017 Douglas County Transportation Plan as shown in the figure below. This would indicate it is designated as a local road. The application for abandonment has been supported by Public Work's transportation engineer (see Appendix).

Written responses to the petition from public utility providers have been acquired. The power company, NV Energy, requested a 5-foot Public Utility Easement be preserved along the northerly boundary if the ROW is abandoned. Douglas County Public Works Department requested the full 25-foot-wide utility easement be preserved. The 25-foot width is the entire width of the existing ROW.

Adjacent owners have been notified of the petition pursuant to NRS 278.480. There has been significant public comment received to date both verbally and in writing. Written public comments are included in the Appendix. Staff have also spoken to several property owners directly. Between the written and verbal comments, the adjacent owners are generally against the abandonment.
The applicant's original application is attached, as is a supplemental packet with exhibits showing the difficulty of constructing Moore Lane as a public road.

ATTACHMENTS:
DP25-0074 Staff Report.pdf
DP25-0074 Complete Application.pdf
Order of Abandonment.pdf
Letter and exhibits.pdf
Noticing Receipts.pdf

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

To: Board of County Commissioners

From: Jeremy J. Hutchings PE, County Engineer

Date: January 26, 2026

Subject: **DP 25-0074 Staff Report**

Moore Lane Public Right of Way and Utilities Easement Abandonment

---

I. Petition

Douglas County has been petitioned to abandon a portion of the public road right of way (ROW) and utilities easement on Moore Lane approximately 32,284 Square Feet in size across a single parcel located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC (APN: 1320-02-002-024). A graphical representation of the area to be abandoned is included in the Appendix and is also shown schematically below.

The original application was made on or about April 15, 2025, then supplemented with additional material on September 24, 2025, and again on November 6, 2025. The supplemental material has been included in the agenda packet. This item was scheduled to be heard on October 2, 2025, but was continued at the request of the applicant.



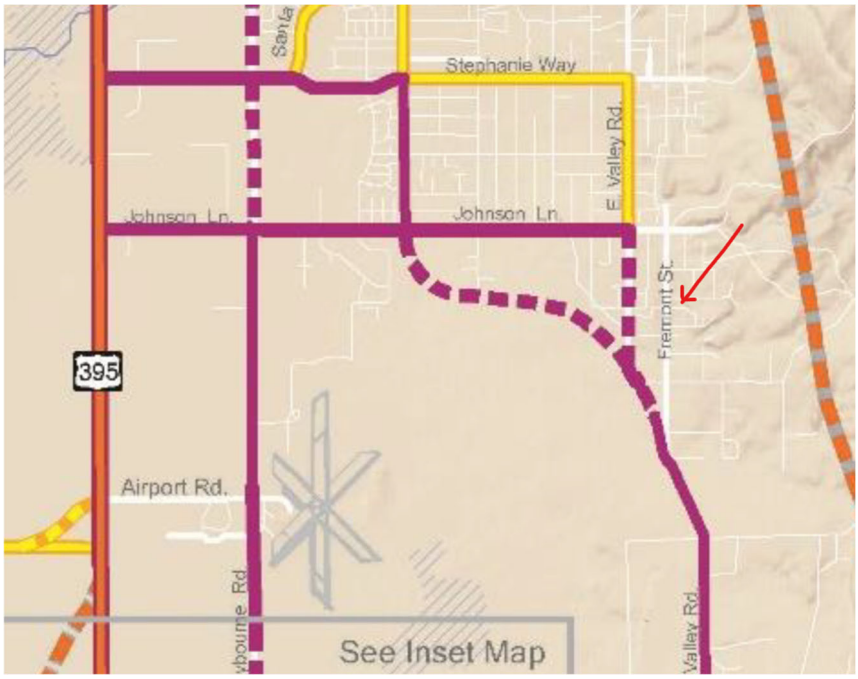
II. Background

Moore Lane was dedicated to Douglas County 25-Feet in width for public roadway and utility purposes, by William H. Johnston on November 24, 1961, in Book 9 page 518 recorded as Document Number 1961-19161 (included in the Appendix). The road does not exist today; however, it is evident that at least some of the residents to the north of the site along Toni Court have used the easement for accessing the south end of their property.

The subject right of way (ROW) is generally an unimproved area of land located outside both a town boundary and an urban service area. Staff has made a site visit to confirm that the existing conditions are generally as stated within this application. A few typical photos of the project area are included in the Appendix. It should be noted that the applicant has fenced off the westerly side of the existing ROW parallel to Fremont Street and the north boundary of the existing Moore Lane ROW as shown in the photo below. The perspective in the photo is standing along Fremont Street facing easterly. The red arrow shows the portion of the existing fence that illegally blocks access to the easement. This same fence can be seen running due east from Fremont and is not located on the applicant's parcel but on the north side of the existing Moore Lane ROW. Typically, work inside a public right of way requires an encroachment permit.



Moore Lane is not specifically referenced in the 2017 Douglas County Transportation Plan as shown in the figure below. This would indicate it is designated as a local road. The application for abandonment has been supported by Public Work's transportation engineer (see Appendix).



Written responses to the petition from public utility providers have been acquired. The power company, NV Energy requested a 5-Foot Public Utility Easement be preserved along the northerly boundary. Douglas County Public Works Department requested the full 25-Foot-wide utility easement be preserved. The 25-Foot width is the entire width of the existing ROW.

Adjacent owners have been notified of the petition pursuant to NRS 278.480. There has been significant public comment received to date both verbally and in writing. Written public comments are included in the Appendix. Staff has also spoken to several property owners directly. Between the written and verbal comments, the adjacent owners are generally against the abandonment. The following reasons for the opposition are summarized as follows:

- Applicant cut off historic and legal access to the south for parcels along Toni Court.
- Applicant restricted historic access to parcels east of McKay Way.
- Applicant's fencing will negatively impact drainage.
- Reduction in access by fire department degrades public safety.

In the correspondence from the adjacent owners, you will see references to a potential swap of easements to improve access to parcels east of McKay Way at the location identified with red arrows in the pictures below. Essentially granting the abandonment of Moore Lane for additional easement width along Mackay Way. The pictures show how access has been restricted by a new fence installed by the applicant. While such a swap was suggested by the Community Development Director, it cannot be considered by Staff when processing the petition to abandon Moore Lane under DP 25-0074. This petition must stand on its own merits separate from any such deal that the Board may want to consider.





The applicant has supplemented the original application with exhibits showing the difficulty of constructing Moore Lane as a public road (see screenshot below). The fill slopes needed to support the road would encroach outside of the existing ROW. This can also be seen from the photo of the site provided below.





Looking northeasterly towards drainage area through 1693 Toni Court.

III. Financial Impact

There would be no negative financial impact on the County by approving this abandonment.

IV. Vacation or Abandonment of Street or Easement

Per NRS 278.480.5, "…if, upon public hearing, the governing body…is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed…"

V. Recommendation

Staff finds that the public may be materially injured from the proposed vacation and therefore recommends denial of DP 25-0074 based on the following reasons:

1. Access. Certain residents south of Toni Court have opposed the vacation of the Moore Lane right-of-way because they have historically used the right-of-way to access Fremont Street from the south end of their parcels. Their access has already been inhibited by the applicant's unpermitted installation of a fence across and along the Moore Lane right-of-way, and it would be further inhibited if the right-of-way were vacated. This loss of actual access is considered by staff to be a material injury.

   Note that residents east of Mackay Way have also opposed the vacation of the Moore Lane right-of-way because they believe it *may* be needed to access their parcels in the future. While it is true that Moore Lane could *potentially* be improved to connect Fremont Street to Mackay Way, construction would require retaining walls and could be cost prohibitive. Also, loss of a potential access is not necessarily a material injury under Nevada law. Furthermore, it is unclear how construction of Moore Lane from Fremont Street to Mackay Way would actually enhance access to parcels east of Mackay Way, as (1) Mackay Way already connects to Fremont Street via Hoid Road; and (2) the access issue experienced by residents east of Mackay Way arises out of the narrowness of Mackay Way, not Mackay Way's connection to Fremont Street.

2. Utilities. The power company has requested a public utility easement (PUE) be reserved along a portion of the right-of-way, and the Public Works Department has requested a PUE be reserved along the entire right-of-way. Since these utilities require the reservation of a PUE, it does not make sense to abandon the right-of-way for utilities or access at this time.

If the Board believes the ROW can be abandoned, Staff recommends reserving a PUE out of the abandonment as required by the power company and our Public Works Department.

VI. Appendix

A. Vicinity Map
B. Graphical Representation of Area to be Abandoned
C. Dedication Doc. 1961-19161
D. Record of Survey Doc. 2024-10109680
E. Site Photos
F. Utility Statements
G. Noticing
    i. List of Adjacent Property Owners
    ii. Notice of Petition to Adjacent Owners
    iii. Newspaper Advertisement
    iv. Notice of Public Meeting to Adjacent owners
H. Email Correspondence from Douglas County Traffic Engineer.
I. Public Comment

VI.A Vicinity Map

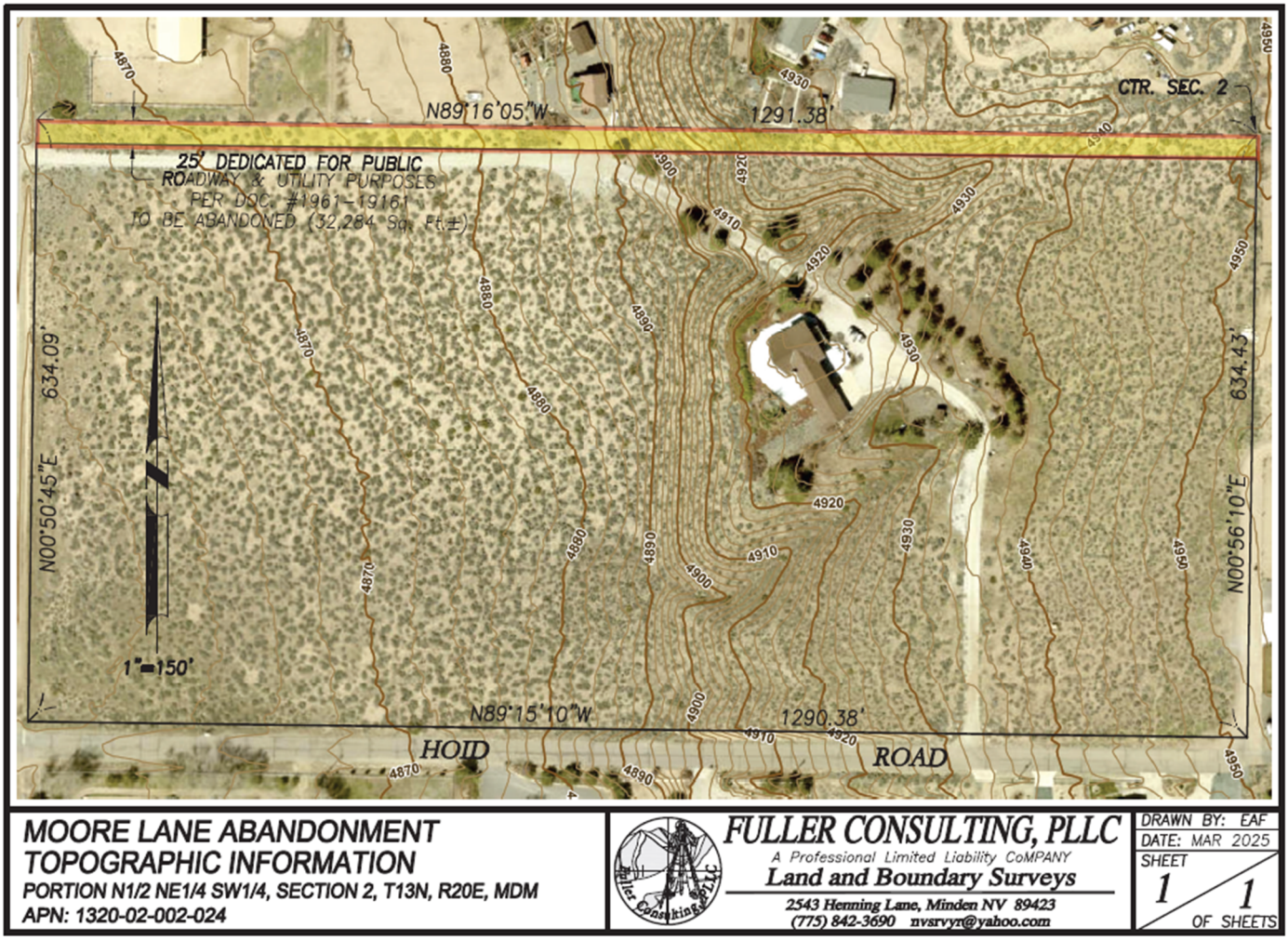


★ Project Location

Vicinity Map

(Not to Scale)

VI.B Graphical Representation of Area to be Abandoned



19161

BOOK 9 PAGE 518

DEDICATION

FOR PUBLIC ROADWAY AND UTILITY PURPOSES

TO THE COUNTY OF DOUGLAS
STATE OF NEVADA

WE THE UNDERSIGNED, HEREBY DEDICATE TO THE County of DOUGLAS, State of NEVADA, FOR HIGHWAY PURPOSES, LANDS HEREINAFTER DESCRIBED, NOW OWNED BY US OR IN WHICH WE HAVE OR MAY HAVE AN INTEREST AS FOLLOWS:

That portion of the NE¼ of the SW¼, Sec. 2, T. 13 N., R 20 E., M.D.B. & M., Douglas County, Nevada, described as follows:

Being a strip of land, 25 ft. in width, lying S. of, adjacent and parallel with the following described line, to wit: beginning at the SW cor. of SE¼ of NW¼ of said Sec. 2; thence and along the S. boundary line of said SE¼ of the NW¼ of said Sec. 2, S. 89° 55' E. a distance of 1321.31 ft. to the center point of said Sec. 2, the same containing 0.75 acres, more or less.

THE UNDERSIGNED IN CONSIDERATION OF THE SUM OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HEREBY JOINTLY AND SEVERALLY RELEASE THE County of DOUGLAS AND ITS OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS BY REASON OF THE USE OF THE FOREGOING LANDS, AND FURTHER FROM ANY CLAIMS AND ALL DAMAGES TO THE REMAINING ADJACENT LANDS BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING AND MAINTENANCE OF SAID HIGHWAY AND APPURTENANCES.

AS ONE OF THE ABOVE CONSIDERATIONS THE DOUGLAS County TAX ROLL SHALL BE ADJUSTED TO REFLECT CORRESPONDING REDUCTION OF TAXABLE PROPERTY ASSESSED TO EACH OF THE INDIVIDUAL OWNERS SO DEDICATING LAND FOR HIGHWAY PURPOSES, where ever their interests may be.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS, THIS 24th DAY OF November, 1961.

William M Johnston

STATE OF NEVADA }
COUNTY OF DOUGLAS } ss

ON THIS 24TH DAY OF NOVEMBER, 1961, before me Lester A Cash LESTER A. CASH
IN AND FOR THE COUNTY OF DOUGLAS AND STATE OF NEVADA, RESIDING THEREIN, PERSONALLY APPEARED
WILLIAM M JOHNSTON

PERSONALLY KNOWN TO ME AND KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING ANNEXED INSTRUMENT AND THEY SEVERALLY ACKNOWLEDGED THAT THEY SEVERALLY EXECUTED THE SAME FREELY, AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE DATE IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

ACKNOWLEDGED IN DOUGLAS COUNTY
My Commission Expires June 30, 1965

Lester A Cash
RESIDING IN
COUNTY OF DOUGLAS
STATE OF NEVADA

NOTARY PUBLIC DOUGLAS COUNTY, NEVADA

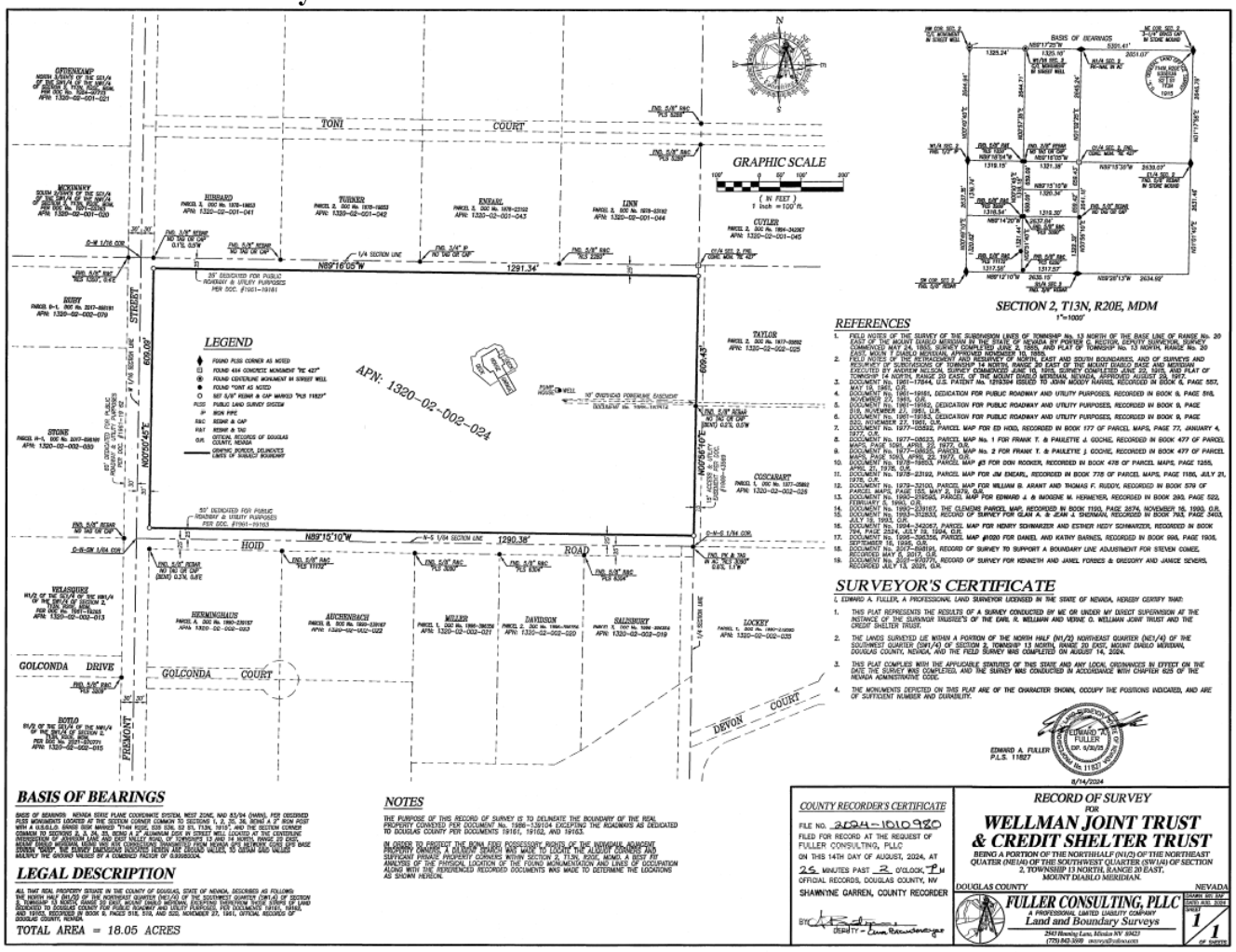
19161

BOOK 9 PAGE 518

19161

Recorded at request of William M. Johnston
At 50 Min. Past 2 P.M.
NOV 27 1961
Official Records of Douglas County, Nevada
Ethel N. Roberts, Recorder By [illegible] Deputy

VI.D Record of Survey Doc. 2024-1010980



WELLMAN JOINT TRUST & CREDIT SHELTER TRUST / DOC# 2024-1010980 / SEC 2 T13N R20E

VI.E Site Photos



Figure 1: Standing on Fremont Street looking east along Moore Lane right of way.



Figure 2: Standing on Moore Lane right of way looking easterly.

VI.F Utility Statements

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☒ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Armando Espino (Signature) | Charter Spectrum (Company) | 3/20/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

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Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☑ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Cathren Zell (Signature) DTS Fiber (Company) 03/18/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

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☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

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Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☑ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Chris Willing FRONTIER COMMUNICATIONS 3/26/2025

Signature Company Date

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ _____ _____

Signature Company Date

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

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Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Chris Robinson (Signature) | NV Energy (Company) | 3/19/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Frank Lee (Signature) | Southwest Gas Corporation (Company) | 4/11/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) | _____ (Company) | _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-004 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): Douglas County Water and Sewer Utility want the existing 25-foot utility easement to remain in place.

*Signed: _____ Douglas County Public Works 7/10/2025

Signature Company Date

☐ **BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ _____ _____

Signature Company Date

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

VI.G Noticing

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

DP 25-0074 Moore Lane ROW Abandonment

List of Adjacent Property Owners

APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
1663 Toni Court
Minden, NV 89423

APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423

APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
Minden, NV 89423

APN: 1320-02-001-044
Linn, Daniel H & Judith A
1693 Toni Court
Minden, NV 89423

APN: 1320-02-001-045
Cuyler, Christopher E & Terry L
1707 Toni Court
Minden, NV 89423

APN: 1320-02-002-025
Taylor, William Stephan Et AL*
2495 Mackay Way
Minden, NV 89423

APN: 1320-02-002-026
Coscarart Family Trust ET AL
1710 Hoid Road
Minden, NV 89423

APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423

APN: 1320-02-002-019
Salisbury Revocable Living Trust 2022
1691 Hoid Road
Minden, NV 89423

APN: 1320-02-002-020
Davidson Family Trust
1685 Hoid Road
Minden, NV 89423

APN: 1320-02-002-021
Miller, Brian D & Michelle L
1679 Hoid Road
Minden, NV 89423

APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423

APN: 1320-02-002-023
Herminghaus Living Trust 2014
1652 Golconda Court
Minden, NV 89423

APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423

APN: 1320-02-002-080
Stone, Justin Cole & Kristi Marie
2480 Freemont Street
Minden, NV 89423

APN: 1320-02-002-079
Ruby, Shirley
1646 Nansue Lane
Minden, NV 89423

APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423

APN: 1320-02-002-027
Harpin, Ronald & Linda
1714 Hoid Road
Minden, NV 89423

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

July 2, 2025

RE: Notice of Petition DP 25-0074 Moore Lane Right of Way Abandonment

Dear Property Owner,

Douglas County has been petitioned to abandon a portion of the public road right of way and Public Utility Easement on Moore Lane approximately 32,283 Square Feet in size by Ksenia Timonina. A schematic diagram of the area requested to be abandoned is provided below and a more detailed description is attached for your review. The abandoned area will revert to the applicant south of the existing right of way. A Public Utility Easement 5-Foot in width would be preserved along the north boundary.



Douglas County Code Title 20.768.060 and Nevada Revised Statues (NRS 278.480.4.a) require that all adjacent property owners be notified of the request to abandon easements adjacent to their property and provide 10 days to respond with any objections.

If you have any objections or concerns with the abandonment of this portion of the right-of-way you may provide written comments to me via email at jhutchings@douglasnv.us or at the address above. I am also available to discuss the matter at the phone number listed above.

Sincerely,

Jeremy J. Hutchings, PE
County Engineer

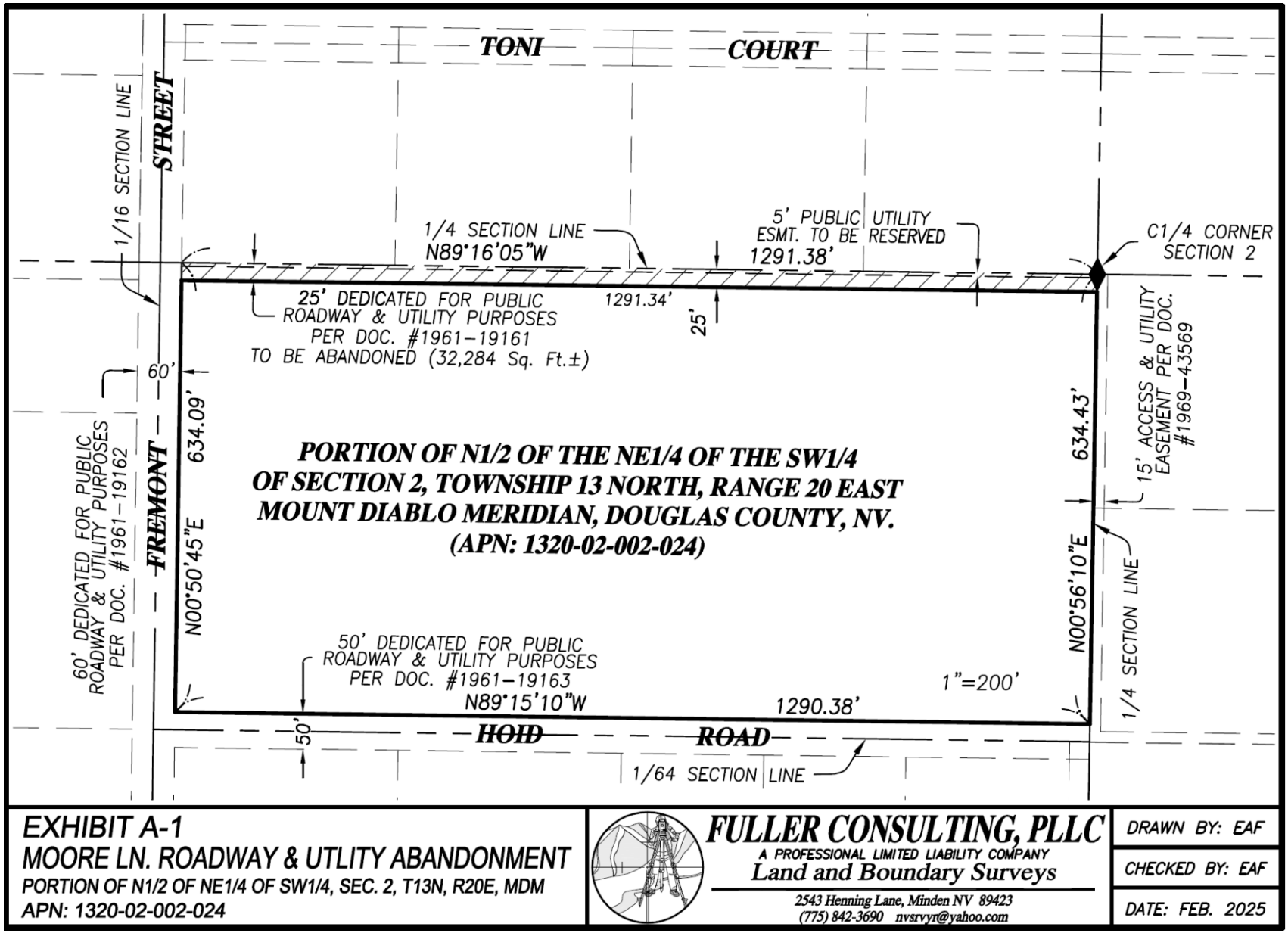
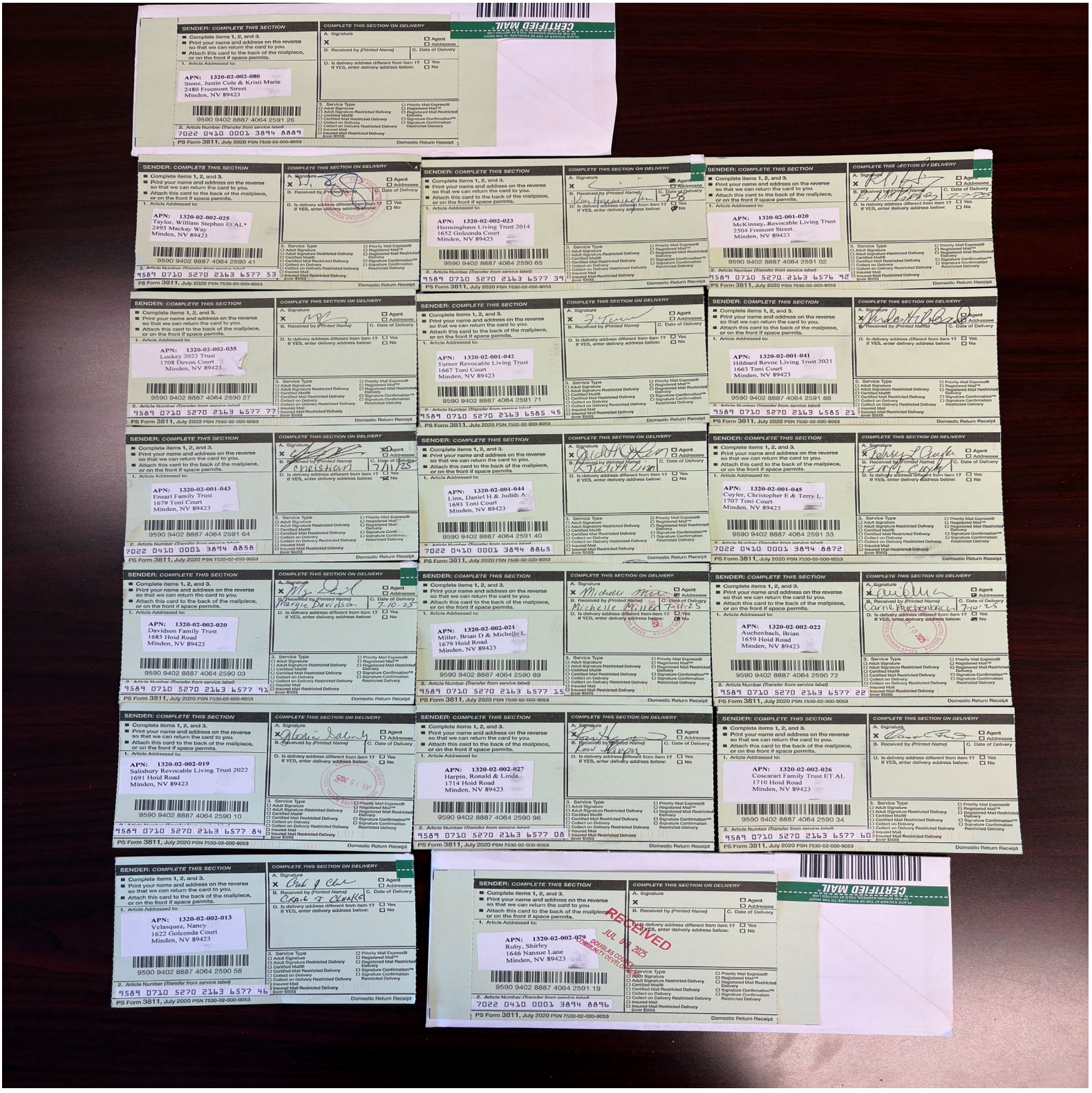


EXHIBIT A-1
MOORE LN. ROADWAY & UTLITY ABANDONMENT
PORTION OF N1/2 OF NE1/4 OF SW1/4, SEC. 2, T13N, R20E, MDM
APN: 1320-02-002-024

FULLER CONSULTING, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Land and Boundary Surveys
2543 Henning Lane, Minden NV 89423
(775) 842-3690 nvsrvyr@yahoo.com

DRAWN BY: EAF
CHECKED BY: EAF
DATE: FEB. 2025


SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
CERTIFIED MAIL
APN: 1320-02-002-080
Stone, Justin Cole & Kristi Marie
2480 Freemont Street
Minden, NV 89423
9590 9402 8887 4064 2591 26
7022 0410 0001 3894 8669
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt
APN: 1320-02-002-025
Taylor, William Stephan Et AL*
2495 Mackay Way
Minden, NV 89423
9590 9402 8887 4064 2590 41
9589 0710 5270 2163 6577 53
APN: 1320-02-002-023
Herminghaus Living Trust 2014
1652 Golconda Court
Minden, NV 89423
9590 9402 8887 4064 2590 65
9589 0710 5270 2163 6577 39
APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423
9590 9402 8887 4064 2591 02
9589 0710 5270 2163 6576 92
APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423
9590 9402 8887 4064 2590 27
9589 0710 5270 2163 6577 77
APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2591 71
9589 0710 5270 2163 6585 45
APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
1663 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2591 88
9589 0710 5270 2163 6585 21
APN: 1320-02-001-043
Eneaf Family Trust
1679 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2591 64
7022 0410 0001 3894 8658
APN: 1320-02-001-044
Linn, Daniel H & Judith A
1693 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2591 40
7022 0410 0001 3894 8665
APN: 1320-02-001-045
Cuyler, Christopher E & Terry L.
1707 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2591 33
7022 0410 0001 3894 8672
APN: 1320-02-002-020
Davidson Family Trust
1685 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2590 03
9589 0710 5270 2163 6577 91
APN: 1320-02-002-021
Miller, Brian D & Michelle L
1679 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2590 89
9589 0710 5270 2163 6577 15
APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2590 72
9589 0710 5270 2163 6577 22
APN: 1320-02-002-019
Salisbury Revocable Living Trust 2022
1691 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2590 10
9589 0710 5270 2163 6577 84
APN: 1320-02-002-027
Harpin, Ronald & Linda
1714 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2590 96
9589 0710 5270 2163 6577 08
APN: 1320-02-002-026
Coscarart Family Trust ET AL
1710 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2590 34
9589 0710 5270 2163 6577 60
APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423
9590 9402 8887 4064 2590 58
9589 0710 5270 2163 6577 46
APN: 1320-02-002-029
Ruby, Shirley
1646 Nansue Lane
Minden, NV 89423
9590 9402 8887 4064 2591 19
7022 0410 0001 3894 8696
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JUL 08 2025
DOUGLAS COUNTY
COMMUNITY DEVELOPMENT


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APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423
APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423
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2480 Freemont Street
Minden, NV 89423
APN: 1320-02-002-025
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Minden, NV 89423
APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423
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Herminghaus Living Trust 2014
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Minden, NV 89423
APN: 1320-02-001-044
Linn, Daniel H & Judith A
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Minden, NV 89423
APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
Minden, NV 89423
APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423
APN: 1320-02-002-027
Harpin, Ronald & Linda
1714 Hoid Road
Minden, NV 89423

Douglas County
Board of Commissioners Meeting
Public Hearing Notice

A meeting of the Douglas County Board of Commissioners will be held on Thursday, February 19, 2026, beginning at 10:00 a.m. at the Historic Courthouse, located at 1616 Eight Street, Minden, Nevada. The application below will be considered under the Public Hearing portion of the meeting. Please consult the County Manager's Office for a final agenda.

DP25-0074. Discussion to abandon a portion of the public road right of way and utilities easement on Moore Lane approximately 32,284 Square Feet in size across a single parcel located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC (APN 1320-02-002-024). (Jeremy Hutchings). Jeremy J. Hutchings, PE775-782-9063 jhutchings@douglasnv.us

The files associated with this hearing are available for public inspection at the Douglas County Community Development Department, Planning Division Counter, Minden Inn, Room 202, 1594 Esmeralda Avenue, Minden, NV.

Publish:

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

September 3, 2025

RE: Notice of Public Hearing – Moore Lane Right of Way Abandonment (DP 25-0074)

Dear Property Owner,

A meeting of the Douglas County Board of Commissioners will be held on Thursday, October 2, 2025, beginning at 10:00 a.m. at the Historic Courthouse, located at 1616 Eight Street, Minden, Nevada. The application below will be considered under the Public Hearing portion of the meeting. Please consult the County Manager's Office for a final agenda.

DP 24-0074 DP 25-0074 Discussion to abandon a portion of the public road right of way and utilities easement on Moore Lane approximately 32,284 Square Feet in size across a single parcel located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC (APN 1320-02-002-024).



If you are unable to attend the meeting and you have concerns with the abandonment of the right-of-way that you have not already expressed, please contact me directly.

Sincerely,

Jeremy J. Hutchings, PE
County Engineer


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MINDEN, NEVADA
APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
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APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
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APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
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APN: 1320-02-002-079
Ruby, Shirley
1646 Nansue Lane
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McKinney, Revocable Living Trust
2504 Fremont Street
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APN: 1320-02-002-027
Harpin, Ronald & Linda
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APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423
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Auchenbach, Brian
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APN: 1320-02-002-080
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SEP - 4 2025
APN: 1320-02-001-044
Linn, Daniel H & Judith A
1693 Toni Court
Minden, NV 89423
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
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Postage $10.44
Total Postage and Fees
Postmark Here
SEP - 4 2025
APN: 1320-02-002-026
Coscarart Family Trust ET AL
1710 Hoid Road
Minden, NV 89423
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
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Postage $10.44
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SEP - 4 2025
APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
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APN: 1320-02-002-019
Salisbury Revocable Living Trust 2022
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APN: 1320-02-002-025
Taylor, William Stephan Et AL
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Minden, NV 89423
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
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SEP - 4 2025
APN: 1320-02-001-045
Cuyler, Christopher E & Terry L
1707 Toni Court
Minden, NV 89423
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

From: Michael Matuska
To: Jeremy Hutchings
Cc: Alex Hames
Subject: RE: DP25-0074, Public Hearing September 15, 2025
Date: Monday, September 8, 2025 1:51:20 PM
Attachments: image001.png
image002.png

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Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Dear Mr. Hutchings:

Thank you for meeting with me and Mr. Fuller earlier today. As mentioned, on behalf of the applicant Big Bar Ranch LLC, I would like to continue the public hearing now scheduled for October 2, 2025 in order to have more time to submit additional information, review the public comments, and ideally, meet with ADA Hames to discuss the factors that should be considered in connection with the "public will not be materially injured standard of review."

Please confirm at your earliest convenience.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222



www.matuskalawoffices.com

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COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

September 8, 2025

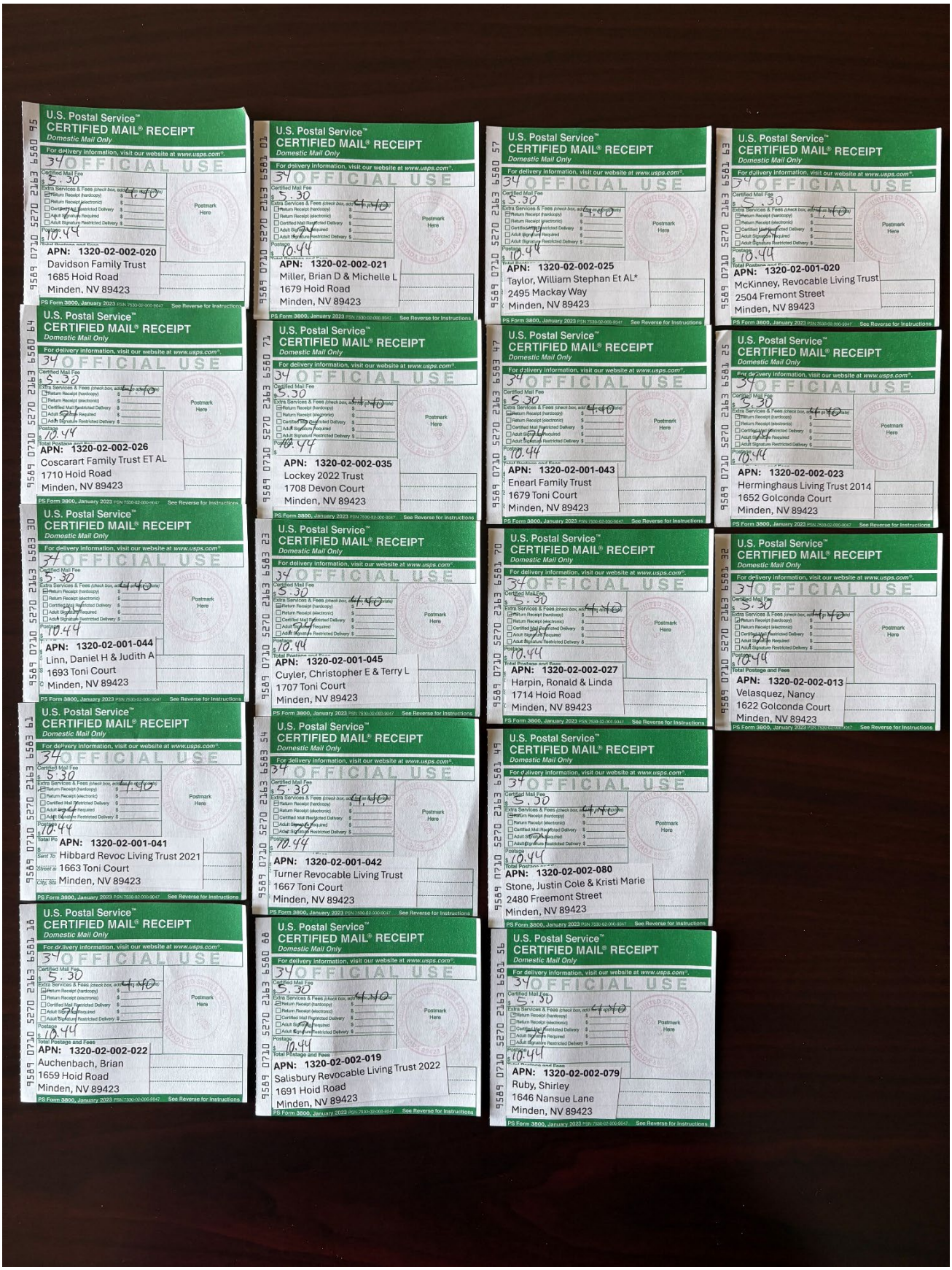
RE: Notice of Continuance – Moore Lane Right of Way Abandonment (DP 25-0074)

Dear Property Owner,

Application DP 25-0074 to discuss an abandonment of a portion of the public road right of way and utilities easement on Moore Lane approximately 32,284 Square Feet in size across a single parcel located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC (APN 1320-02-002-024) has been continued at the request of the applicant and will not be heard at the regularly scheduled meeting of the Board of County Commissioners on October 2, 2025.

Sincerely,

Jeremy J. Hutchings, PE
County Engineer


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $5.30
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Postmark Here
APN: 1320-02-002-020
Davidson Family Trust
1685 Hoid Road
Minden, NV 89423
APN: 1320-02-002-021
Miller, Brian D & Michelle L
1679 Hoid Road
Minden, NV 89423
APN: 1320-02-002-025
Taylor, William Stephan Et AL*
2495 Mackay Way
Minden, NV 89423
APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423
APN: 1320-02-002-026
Coscarart Family Trust ET AL
1710 Hoid Road
Minden, NV 89423
APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423
APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
Minden, NV 89423
APN: 1320-02-002-023
Herminghaus Living Trust 2014
1652 Golconda Court
Minden, NV 89423
APN: 1320-02-001-044
Linn, Daniel H & Judith A
1693 Toni Court
Minden, NV 89423
APN: 1320-02-001-045
Cuyler, Christopher E & Terry L
1707 Toni Court
Minden, NV 89423
APN: 1320-02-002-027
Harpin, Ronald & Linda
1714 Hoid Road
Minden, NV 89423
APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423
APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
1663 Toni Court
Minden, NV 89423
APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423
APN: 1320-02-002-080
Stone, Justin Cole & Kristi Marie
2480 Freemont Street
Minden, NV 89423
APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423
APN: 1320-02-002-019
Salisbury Revocable Living Trust 2022
1691 Hoid Road
Minden, NV 89423
APN: 1320-02-002-079
Ruby, Shirley
1646 Nansue Lane
Minden, NV 89423


SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
APN: 1320-02-002-020
Davidson Family Trust
1685 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2587 47
9589 0710 5270 2163 6579 68
APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423
9590 9402 8887 4064 2587 92
9589 0710 5270 2163 6579 75
APN: 1320-02-002-079
Ruby, Shirley
1646 Nansue Lane
Minden, NV 89423
9590 9402 8887 4064 2587 16
9589 0710 5270 2163 6578 90
APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423
9590 9402 8887 4064 2587 54
9589 0710 5270 2163 6579 20
APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2587 85
9589 0710 5270 2163 6579 44
APN: 1320-02-002-080
Stone, Justin Cole & Kristi Marie
2480 Freemont Street
Minden, NV 89423
9590 9402 8887 4064 2587 23
9589 0710 5270 2163 6579 06
APN: 1320-02-002-019
Salisbury Revocable Living Trust 2022
1691 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2587 78
9589 0710 5270 2163 6579 82
APN: 1320-02-001-044
Linn, Daniel H & Judith A
1693 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2588 39
9589 0710 5270 2163 6580 26
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt


SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
APN: 1419-01-610-016
Peukert, Randolph Raymond
174 Brenna Drive
Chino Valley, AZ 86323
9590 9402 8887 4064 2589 45
9589 0710 5270 2163 6578 69
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt
APN: 1320-02-001-045
Cuyler, Christopher E & Terry L
1707 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2588 22
9589 0710 5270 2163 6580 19
APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423
9590 9402 8887 4064 2589 21
9589 0710 5270 2163 6581 63
APN: 1320-02-002-027
Harpin, Ronald & Linda
1714 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2588 84
9589 0710 5270 2163 6581 70
APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
Minden, NV 89423
9590 9402 9341 5002 0889 07
9589 0710 5270 2163 6583 47
APN: 1320-02-002-025
Taylor, William Stephan Et AL*
2495 Mackay Way
Minden, NV 89423
9590 9402 8887 4064 2588 15
9589 0710 5270 2163 6580 02
APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2588 46
9589 0710 5270 2163 6579 13
APN: 1320-02-001-045
Cuyler, Christopher E & Terry L
1707 Toni Court
Minden, NV 89423
9590 9402 9341 5002 0888 60
9589 0710 5270 2163 6583 23



SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3.
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423
9590 9402 9341 5002 0888 46
2. Article Number (Transfer from service label)
589 0710 5270 2163 6580 71

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
B. Received by (Printed Name) LOCKEY
C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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:
APN: 1320-02-002-026
Coscarart Family Trust ET AL
1710 Hoid Road
Minden, NV 89423
9590 9402 9341 5002 0888 53
2. Article Number (Transfer from service label)
589 0710 5270 2163 6580 64

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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:
APN: 1320-02-002-079
Ruby, Shirley
1646 Nansue Lane
Minden, NV 89423
9590 9402 8887 4064 2586 86
2. Article Number (Transfer from service label)
589 0710 5270 2163 6581 56

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
B. Received by (Printed Name) Shirley Ruby
C. Date of Delivery 9-12-25
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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:
APN: 1320-02-002-019
alisbury Revocable Living Trust 2022
691 Hoid Road
Minden, NV 89423
9590 9402 9340 5002 5374 51
2. Article Number (Transfer from service label)
89 0710 5270 2163 6580 88

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X Gloria Salisbury
B. Received by (Printed Name) Gloria Salisbury
C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
UNITED STATES POSTAL SERVICE SEP 15 2025 MINDEN, NEVADA
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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:
APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423
9590 9402 9341 5002 0888 91
2. Article Number (Transfer from service label)
589 0710 5270 2163 6583 54

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X F. Turner
B. Received by (Printed Name) Floyd Turner
C. Date of Delivery 9-16-25
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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:
APN: 1320-02-002-026
Coscarart Family Trust ET AL
1710 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2588 08
2. Article Number (Transfer from service label)
9 0710 5270 2163 6579 99

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
3. Service Type
Adult Signature
Adult Signature Restricted Delivery
Certified Mail®
Certified Mail Restricted Delivery
Collect on Delivery
Collect on Delivery Restricted Delivery
Insured Mail
Insured Mail Restricted Delivery (over $500)
Priority Mail Express®
Registered Mail™
Registered Mail Restricted Delivery
Signature Confirmation™
Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



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:

APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423

9590 9402 8887 4064 2589 07

2. Article Number *(Transfer from service label)*

9589 0710 5270 2163 6581 32

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Craig J Clarke ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* CRAIG J CLARKE

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

UNITED STATES POSTAL SERVICE
SEP 18 2025
MINDEN, NEVADA 89423

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt


SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
CERTIFIED MAIL
APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2588 77
9589 0710 5270 2163 6581 18
APN: 1320-02-002-021
Miller, Brian D & Michelle L
1679 Hoid Road
Minden, NV 89423
9590 9402 9340 5002 5374 68
9589 0710 5270 2163 6581 01
APN: 1320-02-002-020
Davidson Family Trust
1685 Hoid Road
Minden, NV 89423
9590 9402 9340 5002 5375 05
9589 0710 5270 2163 6580 95
APN: 1320-02-002-023
Herminghaus Living Trust 2014
1652 Golconda Court
Minden, NV 89423
9590 9402 8887 4064 2588 91
9589 0710 5270 2163 6581 25
APN: 1320-02-002-080
Stone, Justin Cole & Kristi Marie
2480 Freemont Street
Minden, NV 89423
9590 9402 8887 4064 2589 14
9589 0710 5270 2163 6581 49
APN: 1320-02-002-023
Herminghaus Living Trust 2014
1652 Golconda Court
Minden, NV 89423
9590 9402 8887 4064 2587 30
9589 0710 5270 2163 6579 37
APN: 1320-02-002-021
Miller, Brian D & Michelle L
1679 Hoid Road
Minden, NV 89423
9590 9402 8887 4064 2587 61
9589 0710 5270 2163 6579 51
APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
1663 Toni Court
Minden, NV 89423
9590 9402 9341 5002 0888 84
9589 0710 5270 2163 6583 61
APN: 1320-02-002-025
Taylor, William Stephan Et AL*
2495 Mackay Way
Minden, NV 89423
9590 9402 9341 5002 0888 77
9589 0710 5270 2163 6580 57
APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423
9590 9402 8887 4064 2586 93
9589 0710 5270 2163 6578 83
APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
1663 Toni Court
Minden, NV 89423
9590 9402 8887 4064 2586 60
9589 0710 5270 2163 6580 40
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

January 26, 2026

RE: Notice of Public Hearing – Moore Lane Right of Way Abandonment (DP 25-0074)

Dear Property Owner,

A meeting of the Douglas County Board of Commissioners will be held on Thursday, February 19, 2026, beginning at 10:00 a.m. at the Historic Courthouse, located at 1616 Eight Street, Minden, Nevada. The application below will be considered under the Public Hearing portion of the meeting. Please consult the County Manager's Office for a final agenda.

Discussion to abandon a portion of the public road right of way and utilities easement on Moore Lane approximately 32,284 Square Feet in size across a single parcel located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC (APN 1320-02-002-024).



If you are unable to attend the meeting and you have concerns with the abandonment of the right-of-way that you have not already expressed, please contact me directly.

Sincerely,

Jeremy J. Hutchings, PE
County Engineer

VI.H Email Correspondence from Douglas County Transportation Engineer

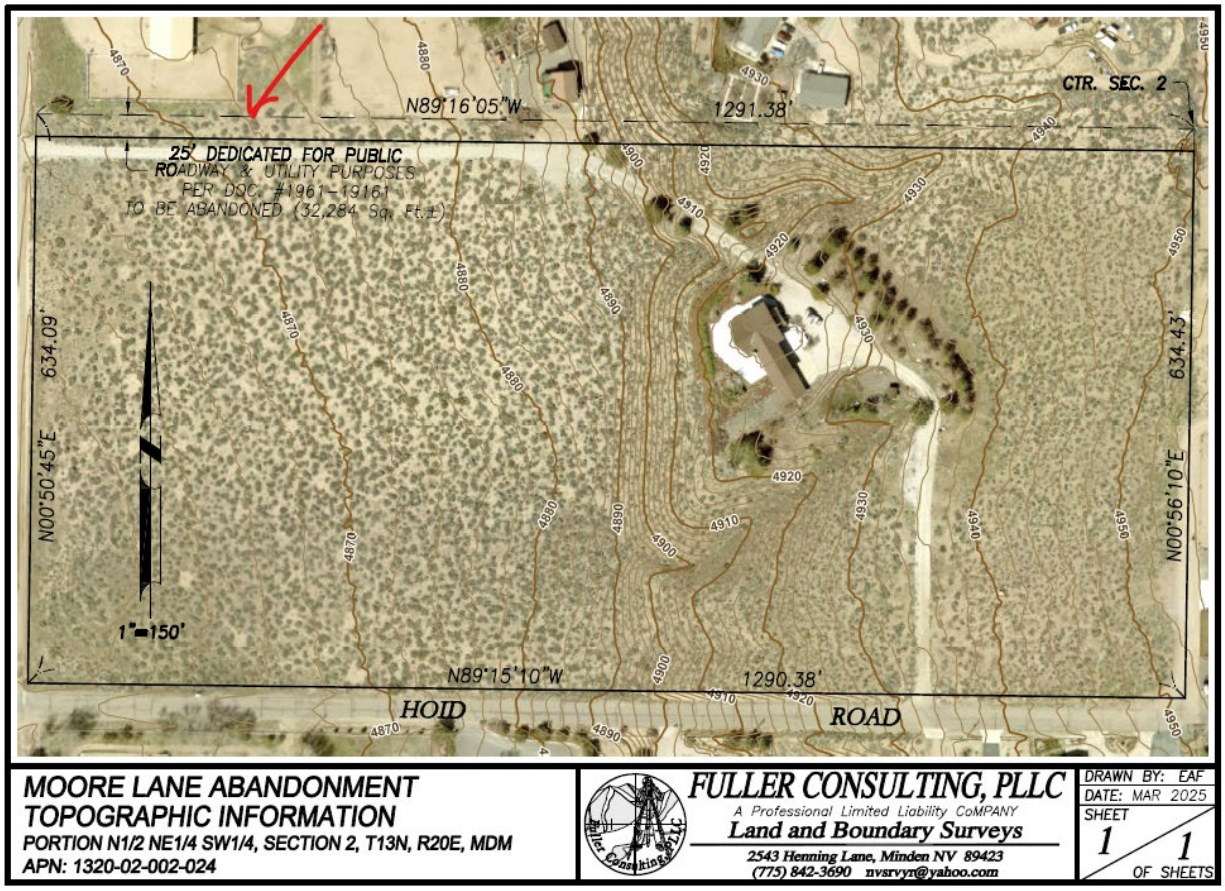
From: Jon Erb
To: Jeremy Hutchings
Subject: RE: DP25-0074 Moore Lane - Abandonment
Date: Monday, June 30, 2025 4:46:31 PM
Attachments: image001.png
image002.png

I don't have a problem with it. It looks removing it doesn't landlock anyone. No issues from me.

From: Jeremy Hutchings <jhutchings@douglasnv.us>
Sent: Monday, June 30, 2025 4:42 PM
To: Jon Erb <JErb@douglasnv.us>
Subject: DP25-0074 Moore Lane - Abandonment

Hi Jon,

We received an application to abandon a 25-Ft right of way (see below). More information can be found on Accela if you would like to review in more detail. Do you see any problems with this request? Thanks, Jon.



Jeremy J. Hutchings, P.E.
County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
1594 Esmeralda Avenue
Minden, NV 89423
775.782.9063
jhutchings@douglasnv.us
www.douglascountynv.gov
AI may have assisted in generating this reply.

DOUGLAS COUNTY
NEVADA

VI.I Public Comment

Thomas Dallaire, P.E., CFM.
Director of Community Development.

I object to the abandonment of the right of way at the north boundary of 2495 Fremont Street. As you are aware, the new owners have effectively cut off legal access to my property (total 4 residences) by installing a fence down the middle of the historic access road to our properties, commonly known as McKay Way. That 30' roadway was approved by the County as legal assess when the parceling of my property occurred and has been used for decades as legal access to the four homes. The remaining 15' wide “McKay Way" access easement is now inadequate for emergency access and has prevented third party services deliveries to my home.

We understand that the roadway was improved by members of the Hoid subdivision from as early as the 1980’s and was used openly for access and egress continuously since that time with full notice to the prior owners of 2495 Fremont Street.

You have acknowledged the limited access is causing great hardship and is a major public health and safety concern. Not only is it impossible for a fire truck or ambulance to make the corner, the lack of access has affected other services like septic pumping, well services, propane delivery, trash pickup, etc. I personally have to pick up my water delivery at the paved road.

We are asking Community development to allocate the abandonment at the 25 foot north right of way in exchange for a 25 feet right of way at the end of Hoid Road extending the north 25 feet north of the bent property marker adjacent to the existing power pole.

The existing northern right of way (also blocked by the property owners) is the only alternative to resolving the health and safety issue the owners caused, as it may have to developed as an alternative legal access to the 4 properties if the proposed exchange is refused.

This would ensure the public health, safety, and general welfare of Douglas County residents and property owners. As previously stated, this is an issue caused solely by the County in the initial approvals and the existing north right of way is already established. The County must resolve this health and safety issue in an expeditious manner.

Ron Harpin
1714 Hoid Road
Minden, NV 89423
775-721-4916

Jeremy Hutchings

From: Judith Linn <juanli@charter.net>
Sent: Friday, July 11, 2025 7:20 AM
To: Jeremy Hutchings
Subject: Re: DP-25-0074 Moore Lane Abandonment - Public Comment

That's great

On 7/8/2025 5:05 PM, Jeremy Hutchings wrote:

> Hi Judy,
>
> Would this summary be accurate?
>
> 1. Took your fence down without permission and now is asking for the abandonment and that seems like the backwards way to do things.
> 2. The fence appears to be blocking drainage.
> 3. Feels bad about the people on Mackay Way who are now struggling with access due to fencing.
>
> Please let me know. Thank you.
>
> Jeremy J. Hutchings, P.E.
> County Engineer
> **DOUGLAS COUNTY COMMUNITY DEVELOPMENT**
> ENGINEERING DEPARTMENT
> 1594 Esmeralda Avenue
> Minden, NV 89423
> 775.782.9063
> jhutchings@douglasnv.us
> www.douglascountynv.gov
> AI may have assisted in generating this reply.

Jeremy Hutchings

From: floyd turner <fturner90@gmail.com>
Sent: Friday, July 11, 2025 1:00 PM
To: Jeremy Hutchings
Subject: easment abandonment

Mr Hutchings, In response to the certified letter and phone conversation with you I protest to the action requested by Ksenia Timonina to abandon the 25' public access road and utility easement. this would block access to the south side of my property. she has recently put up a fence on my property line encroaching the 25' easement, preventing me from getting to my garage there and potential access for fire trucks in the event of a fire. I will be contacting Douglas County building department to see if and why this fence was approved. Thank You, Floyd Turner... 1667 Toni Court 89423 702-278-9808

Jeremy Hutchings

From: Mike and Viola Randall <mivirandall429@gmail.com>
Sent: Wednesday, July 16, 2025 9:19 AM
To: Jeremy Hutchings
Subject: RE: Notice of Petition DP 25-0074 Moore Land Right of Way Abandonment

Follow Up Flag: Follow up
Flag Status: Flagged

RE: Notice of Petition DP 25-0074 Moore Land Right of Way Abandonment

Dear Mr. Hutchings,

Community Development Engineering Department:

We would like to start off by stating that Petition DP-25-0074 is more than just a request for the abandonment of the Moore Lane Right of Way. In which case we object!

This should be a Denial to the abandonment request or a Right of Way Exchange. As the petitioner has already fenced off the public road right of way and Public Utility Easement on Moore Lane without permission giving NO concerns for following the county process.

The Petitioner has also shown no concern for the safety of her neighbors by fencing into the middle of an active roadway that has been used for 30 plus years, without any notice. These actions should be of concern to Douglas County as Emergency vehicles will need to knock down fencing to have access to the adjacent properties to the east. The active roadway is identified as a "15' Access & Utility Easement per Doc. #1969-43569" on Exhibit A-1 provided in your letter. Google earth shows the same width of that active roadway has been 30' as far back as 1990. We have used the road towing a trailer to borrow equipment since 2007. With the current fencing I am no longer able to access houses to the east.

With the current status of the access to parcels created by Douglas County, we believe that it would be remiss of the County to abandon a Right of Way of way that may be needed by the owners of Parcels created by Douglas County Map # 5892 to have legal access to their parcel of necessary utility vehicle i.e. propane delivery, septic vacuum trucks or well drilling rigs as the county approved the parcels with these utilities for services. The County engineer signed on Map 5892 that 'all conditions of state and local ordinances have been completed with'. Since the interior easement for roadway purposes was 20' We would have to assume that the easement on the west side of this parcel map was satisfied by an easement on the 'Moore property'. We believe that Current ordinances for a roadway easement are larger now but we are sure that you are aware of that. On old Douglas County parcel map 23-09 the easement between the old Moore property and the parcels created by map 5892 is described as Mackay Way. It appears that Douglas County accepted the parceling done by map 5892 using an undiscovered easement on old Douglas Apn 23-090-04. This appears to be an opportune time for the County to make public record of the access to the parcels created by map 5892 in 1977.

We recommend the County offer an Exchange to the Petitioner of the 32,283 square feet Moore Lane Right of Way for a 5,250 square feet Right of Way to complete the Mackay Way easement over the southeast corner of what was the active roadway to satisfy local ordinances for proper access to the parcels to the east.

All the documents cited are available on the Douglas county website.

Sincerely Michael and Viola Randall

Thank you Lord for assuring me of victory today if I will but follow Your battle plan

Dear Commissioners,

We are writing to bring to your attention a matter of significant concern affecting both our household and the safety of our neighbors along Hoid Road.

As long-time residents of Douglas County, we have lived at our current home since 1997 and have always taken great pride in being part of this community. Our home is not only where we've built our life together — it is also where we provide full-time care for Unkyung's 87-year-old mother, who suffers from dementia and is entirely dependent on emergency medical access when the time comes.

Recently, the access easement that serves several homes on Hoid Road was significantly reduced in width — from its original 20 feet to approximately 15 feet — due to a newly placed fence along the property line of the new homeowner. First, we would like to state that we have not had the pleasure to meet the new owner and welcome her to our neighborhood and community. We are aware that she was approached by one of our neighbors while he was attempting to explain that the group of houses using this access believed the county records indicated this road to be 20 feet wide. We regret that this initial contact between our neighbor and the new owner may not have been handled on a more diplomatic tone to allow all of us to amicably explain where we understood it to be the county determined width. Subsequent efforts by the group of neighbors failed to result in a cordial meeting.

Our most urgent concern is that the narrowed turning access between the easement Road and the house at 2495 Mackay Way. The narrowing now presents a potentially life-threatening obstacle to emergency vehicles. In fact, after the new fence was put up, a water truck was unable to complete the turn onto the easement, requiring police intervention when the truck became stuck. This incident confirmed our worst fears: emergency services may not be able to reach our home — or the neighboring homes — quickly or safely in the event of a fire, medical emergency, or other urgent need.

We respectfully ask Douglas County to review the original access map and plot documents, which clearly identify a 20-foot-wide easement and consider reinstating the easement to its original width in the interest of public safety.

We are also aware that the new property owner is already in the process of removing an already in place utility easement along the northern edge of her property. While we are not certain of the County's authority to facilitate such exchanges, we would ask the County to consider a potential land-use accommodation that would preserve or restore the original 20-foot easement — either through reinstatement or by creating a 100-foot turning radius area from the intersection of the property line heading south. We are willing to personally fund any work needed to make this possible, thereby removing any financial burden from the new property owner.

Ultimately, our request is not a legal dispute — it is a plea for safety. We believe this is a shared interest that benefits everyone on this road, including future residents. We hope the new

neighbor will come to see us not as adversaries, but as concerned community members trying to ensure everyone’s safety, especially in emergencies.

Thank you very much for your time, attention, and consideration.

Warm regards,

Carl and Unkyung Johnson
Residents of 1720 Hoid Road

775-430-4800

ctedjohnson1@gmail.com

Jeremy Hutchings

From: Steve Taylor <paugus@yahoo.com>
Sent: Thursday, July 17, 2025 4:15 AM
To: Jeremy Hutchings
Cc: kmracek@aol.com
Subject: Petition DP 25-0074 moore Lane Right of Way Abandonment

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

My name is William Stephan Taylor. I live at 2495 Mackay Way which is directly to the east of Ms. Timonia's property. I(We) have no issue with the said proposed abandonment but I do question the map you've included for reference. Why is Mackay Way not shown on the map? It's labeled on your photo. Will the county be following up with a similar request to return the portion of road into my property (and two others) that have been blocked off by the new fence erected? Your department has been very quiet about that ongoing issue.

Thank you,

William 'Steve' Taylor
(775)220-1856

Jeremy Hutchings

From: Mandy Coscarart <mcoscarart50@outlook.com>
Sent: Friday, July 18, 2025 11:19 AM
To: Jeremy Hutchings
Cc: David Coscarart
Subject: Regarding Notice of Petition DP25-0074

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

This email is regarding the Notice of Petition DP 25-007 Moore Lane Right of Way Abandonment request. We, David Coscarart and Mandy Coscarart, who reside at 1710 Hoid Rd, Minden, NV 89423 **object** to the request by Ksenia Timonina.

Currently, my husband and I have a 15-foot Easement in front of our residence, behind Ms. Timonina's property, that allows the other neighboring residence to get to and from their residence. This is the only access in and out for them. This amount of space does not allow for bigger vehicles, such as power company trucks, fire trucks, well pump trucks, propane trucks, water delivery trucks, etc., to navigate to the power pole that is located near the C1/4 Corner Section 2 of Ms. Timonina's property (shown on the map) and to provide utilities/emergency services to those residents who live adjacent or behind us.

The biggest fear is that there will be a wildfire or a medical emergency and the emergency vehicles will not be able to assist timely/quickly because they are not able to get access easily. If this 25-food dedicated for public roadway & utility purposes road was created, this will allow for another entry/exit, plus allow easier access to emergency vehicles and other utility vehicles. We are objecting to this request and requesting that this do become a dedicated public roadway.

If you have any questions please do not hesitate to contact us.

Respectfully,
David and Mandy Coscarart

From:	Sheryl Turner
To:	Jeremy Hutchings
Cc:	Nathan Tolbert; Wesley Rice; Mark Gardner; Sharla Hales; Daniel Tarkanian
Subject:	Notice of Public Hearing - Moore Lane right of Way Abandonment
Date:	Wednesday, October 22, 2025 12:20:09 PM

Letter Opposing Abandonment of Public Road Utilities Easement and Right of Way on Moore Lane (DP 25-0074)

Concern for Access and Emergency Services

October 22, 2025

County Commissioners

Douglas County

1594 Esmeralda Avenue

Minden, Nevada 89432

Dear Commissioners,

I am writing to formally express my opposition to the proposed abandonment of a portion of the public road utilities easement and right of way located adjacent to my property. This discussion to abandon a portion of the public road right of way and utilities easement on Moore Lane is located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC. I understand that there is consideration for relinquishing this right of way, but I have serious concerns regarding the impact this action would have on my property and public safety.

The right of way in question runs directly along my property line and serves as the primary access route to my barn. Should this easement be abandoned, access to the barn would be cut off, creating significant hardship for me and limiting my ability to maintain and use my property as intended.

Most importantly, the abandonment of this right of way would severely restrict emergency vehicle access, particularly for fire trucks in the event of a fire at my barn and a stand-alone workshop. This poses a substantial risk not only to my property, but also to the safety of neighboring properties and the community at large. The barn contains valuable equipment and livestock, and timely emergency response is critical in preventing loss and ensuring public safety.

I respectfully urge the County Commissioners to reconsider the abandonment proposal and maintain the existing public road utilities easement and right of way. Preserving this access is essential for property owners, emergency services, and the overall welfare of the community.

Thank you for your attention to this important matter. I am available to discuss my concerns further and welcome an opportunity to provide additional input.

Sincerely,

Sheryl Turner

1667 Toni Court

702 400-3316

Katmama2@aol.com

From:	Mandy Coscarart
To:	Jeremy Hutchings
Subject:	Moore Lane Right of Way Abandonment DP 25-0074
Date:	Sunday, October 26, 2025 5:05:52 PM
Attachments:	Map.pdf Matuska - Letter.pdf

David Coscarart, Trustee
Mandy Coscarart, Trustee
1710 Hoid Road
Minden, NV 89423
Parcel 1
APN: 1320-02-002-026

October 26, 2025

Dear Mr. Hutchings:

My name is Mandy Coscarart, I live at 1710 Hoid Road, Minden, NV 89423. My husband, David Coscarart, and I have lived at this address since, May 2011. David and I are neighbors of:
William Stephen Taylor & Karin Mracek – APN: 1320-02-002-025 – 2495 Mackay Way, Minden
Ronald & Linda Harpin – APN: 1320-02-002-027 – 1714 Hoid Road, Minden
Carl & Unkyung Johnson – APN: 1320-02-002-028 – 1720 Hoid Road, Minden
We have used the road in front of David and I's home for years and our neighbors even longer. We all thought that there was a 30-foot easement for a roadway, Makay Way, which ran North to South from Toni Court to Devon Court. 15-feet of Makay Way is an easement David and I have shown on our parcel map. We did not find out this was not the case until Ms. Ksenia Timonina aka Big Bar Ranch, LLC (APN: 1320-02-002-024) purchased the home in front of our property in August 2024. She knowingly and rightfully constructed a fence down the middle of a historic access road the community was all using. There is no other usable access to the Taylor's, Harpin's or Johnson's properties. The 15-foot-wide easement is now inadequate and does not meet any access standard for vehicles to pass during an incident.

My husband, David, spoke with Ms. Timonina prior to her erecting the fence to see if she would be willing to build her fence 5-feet into her property so that all the neighbors could continue to have enough space to receive goods/services from services that require a bigger vehicle to transport. David and I offered to purchase the land from her so that we could add it to the easement. The space we requested to purchase was 10-feet by 315-feet (3,150 sq ft), which is 0.07% of an acre. Based on what Ms. Timonina paid for each acre David and I figured it would cost approximately $5,400 and we would pay for a surveyor to re-survey and update the parcel maps. Ms. Timonina stated she was willing to sell the 3,150 sq feet for $50,000 and David and I would have to pay for all the fees plus use her surveyor, Andy Fuller. David and I are not willing to pay that kind of money for such a small piece of land. In my mind, it seems Ms. Timonina out

priced the land so she did not have to sell it. We do have a copy of this conversation. After having the conversation with Ms. Timonina David and I as well as Ronald and Linda Harpin went to the county to request assistance. We filed a complaint with Douglas County Code Enforcement.

The biggest concern we all have is that the 15-foot easement in front of David and I's home is not adequate to get goods/services from large vehicles. The road goes from 15-feet, into a 90 degree turn onto a 20-foot road. This amount of space is difficult for bigger vehicles, such as power company trucks, fire department vehicles, well sewage pump trucks, propane trucks, water delivery trucks, etc., to navigate easily. The biggest fear is that there will be a wildfire or a medical emergency and the emergency vehicles will not be able to assist timely/quickly because they are not able to get access easily.

We received a Notice of Petition DP 25-0074 Moore Lane Right of Way Abandonment from you, Douglas County on July 2, 2025. The request is for an abandonment of a 25-foot public road right of way and public utility easement on the North side of Ms. Timonina's aka Big Bar Ranch, LLC's property. David and I still objected to this abandonment in hopes that Douglas County would assist our community with finding a solution that will benefit the community and look out for the health and safety of all who live in the area. We requested that Moore Lane be turned into a public roadway not only for the utility easement, but also to allow entry/exit to all neighbors on Toni Court and as well as our neighborhood. This would allow easier access to emergency vehicles and other utility vehicles. We would also be open to the abandonment of Moore Lane if Big Bar Ranch, LLC will allow for a 10-15-foot roadway easement on the east side of her property.

On October 15, 2025, Big Bar Ranch, LLC's attorney Matuska Law Offices sent us all a letter, please see attached, stating that they are willing to consider some options. It suggests that David and I as well as the Taylor's should give up more of our land to fix the issue with the corner. It does not say that Big Bar Ranch, LLC is willing to assist with a solution or give up any land. Plus, we would all have to list Big Bar Ranch, LLC as additional insured on our homeowner's insurance to cover her liability. This is offensive and not a solution. David and I are willing to work with Douglas County and our neighbors, but it cannot just be us. We <u>do not</u> agree that Big Bar Ranch, LLC gets the opportunity to get 32,283 sq feet added to her property when our neighborhood is having access issues to their homes and that sq footage was meant for a roadway/access. There must be some compromise or a solution that benefits everyone.

That is why I am writing today. There are vehicles that mistakenly come up the road and there is nowhere for them to turn around. They are backing into people's driveways to turn around. A water truck did get stuck because they could not make the corner and called for police assistance. The snow is about to arrive and I am wondering how is the County's snow plow

going to plow Hoid Road and turn around. The fact of the matter is that there is an access issue to homes that needs to be resolved. David and I and our neighbors need assistance resolving it. We would like to have a hearing to resolve the situation amicably. We are requesting Moore Lane be turned into an access road, or grant the abandonment to Big Bar Ranch, LLC and in return dedicate a 10 to 15-foot roadway easement on the east side of Big Bar Ranch, LLC's property. This will ensure the health, safety, and general welfare of the community.

Sincerely,
Mandy Coscarart

MATUSKA
LAW OFFICES

Michael L. Matuska, Attorney at Law

October 15, 2025

Via Certified Mail, Return Receipt Requested

William Stephen Taylor
Karin Marie Mracek
2495 Mackay Way
Minden, NV 89423

David Coscarart, Trustee
Mandy Coscarart, Trustee
1710 Hoid Road
Minden, NV 89423

Ronald Harpin
Linda Harpin
1714 Hoid Road
Minden, NV 89423

Carl T. Johnson
Unkyung C. Johnson
1720 Hoid Road
Minden, NV 89423

Re: Big Bar Ranch LLC, 2495 Fremont St., APN 1320-02-002-024

Dear All:

By way of introduction, I represent Big Bar Ranch LLC, owner of the above-identified property (the "Property"). You may be aware that Big Bar Ranch currently has a pending Abandonment Application DP 25-0074 concerning a 25' right of way along the north side of the Property (the "ROW"). I am aware that you may have submitted letters concerning the pending abandonment application. My understanding is that you access your properties from Hoid Road and then from the 15' Mackay Way easement as shown on the 1975 Parcel Map for Ed Hoid Doc# 005892 ("Hoid Parcel Map"). Although the Hoid Parcel Map shows Mackay Way extending to the ROW that is the subject of my client's abandonment application, Mackay Way has not in fact been improved to the ROW, there is no plan to do so, and due to the steep and rugged terrain, you would not be able to access Fremont Street from the ROW even if Mackay Way were extended to the ROW.

Rather, my understanding of your concern is that the fence erected by Big Bar Ranch near the east side of its Property line has made it more difficult for vehicles to navigate the 90-degree, right hand turn that is approximately 329.90' along Mackay Way. For starters, you may be aware that the fence is set inside of Big Bar Ranch's eastern property line, so you actually have slightly more than 15' of room on Mackay Way. If more room is needed, it seems you can obtain that additional room from the Coscarart Parcel 1 and Taylor Parcel 2. Also, the easement through your properties makes additional 90-degree turns. As such, it seems that the problems you experience with your easement exist independently of the pending abandonment application, and that you should be looking at some improvements to the easement in addition to the 90-degree turn at the Coscarart and Johnson Parcels near my client's Property. This will require review by a civil engineer to identify some of the causes of the problems you are experiencing and to offer some options to address those problems.

775-350-7220 Phone
775-350-7222 Fax
mlm@matuskalawoffices.com

Licensed in Nevada and California

2310 South Carson Street, #6
Carson City, NV 89701
www.matuskalawoffices.com

Big Bar Ranch is willing to pay its proportionate share of the costs for the engineering review and will consider the options. To the extent you might ask to use some of Big Bar Ranch's land area to create more turning room, you will of course need to provide an acceptable liability agreement and identify Big Bar Ranch as an additional insured on your insurance policies.

Please talk amongst yourselves and one of you can let me know if you wish to proceed. If I do not hear from you within 30 days, I will assume you have dropped the matter, and I will ask Douglas County to proceed with DP 25-0074 accordingly.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By: Michael L. Matuska

Michael L. Matuska, Esq.

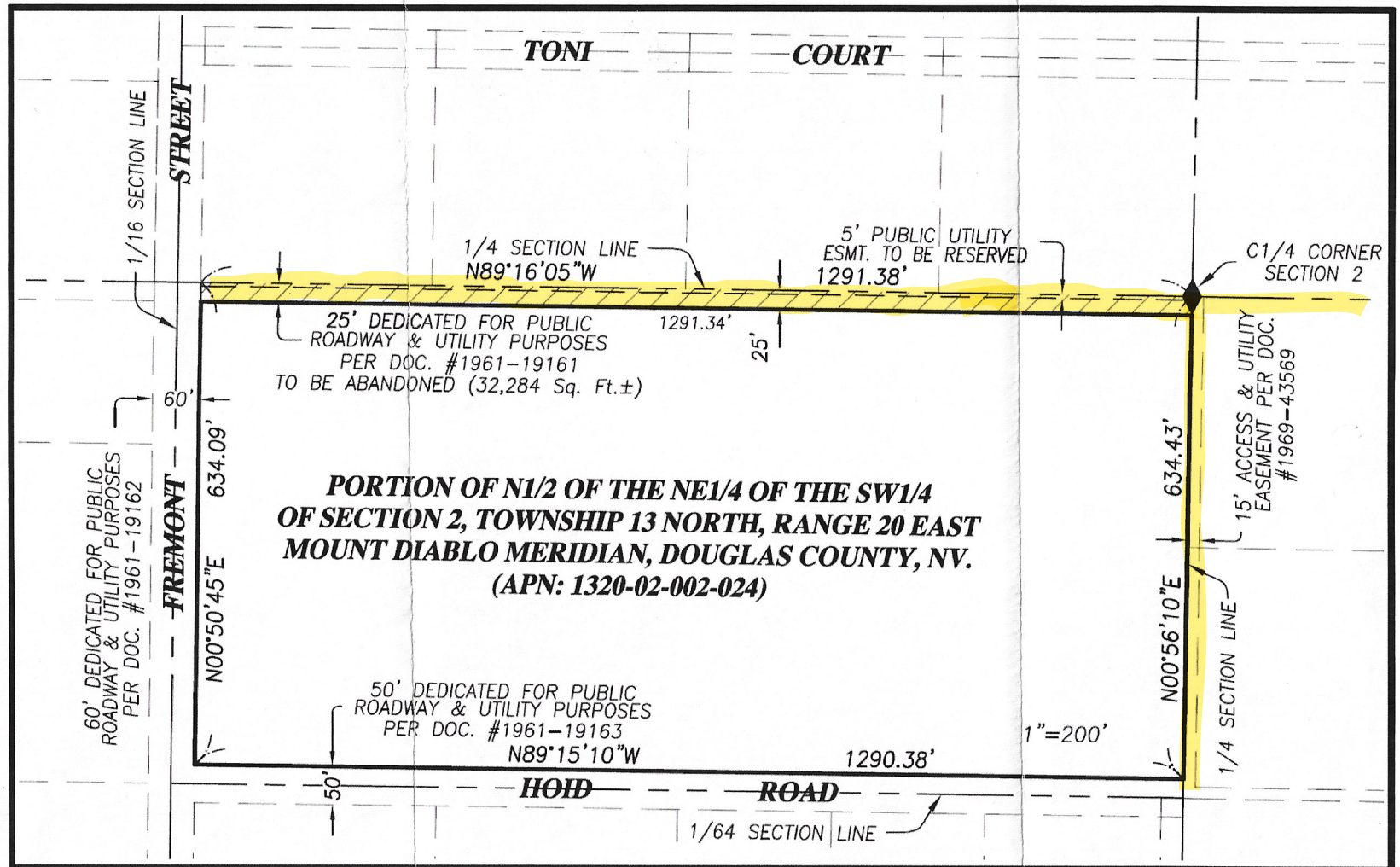


EXHIBIT A-1
MOORE LN. ROADWAY & UTLITY ABANDONMENT
PORTION OF N1/2 OF NE1/4 OF SW1/4, SEC. 2, T13N, R20E, MDM
APN: 1320-02-002-024

FULLER CONSULTING, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Land and Boundary Surveys
2543 Henning Lane, Minden NV 89423
(775) 842-3690 nvsrvyr@yahoo.com

DRAWN BY: EAF
CHECKED BY: EAF
DATE: FEB. 2025

DOUGLAS COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423
TEL (775) 782-6200 #4 * FAX (775) 782-9007
planning@douglasnv.us / www.douglascountynv.gov

For Office Us Only
Date
Received By
Application Number

GENERAL DEVELOPMENT APPLICATION

The following application form is provided for persons to submit a **General Development Application** with Douglas County. As an applicant, you must complete this form and incorporate all requested information, as prescribed by the submittal requirements, before the application is accepted by the Community Development Department. By completing this application, you are also confirming you have read Title 20.01.100 Right to Farm. **(ACA = submit via ACA-ONE online; Major and Minor Design Reviews, BLA's & Lot Consolidation, Pre-application)**

APPLICATION TYPE: (CHECK ALL THAT APPLY):

Development	Land Division	Other
■ Abandonment (X Road or X PUE)	☐ Amended Map	☐ Ext of Time Request/Continuance
☐ Agreement	☐ Boundary Line Adjustment (ACA-ONE)	☐ Pre-Application meeting (ACA-ONE)
☐ Annexation	☐ Div of Land - LG Pcl, __ Tent __ Final	☐ Mod to Existing Permit ___ Major ___ Minor
☐ Design Review, ____ Major ____ Minor	☐ Merger/Resub, ___ Tentative ___ Final	☐ Master Sign Plan ___ New ___ Mod
☐ Master Plan Amd, ____ Map ____ Text	☐ Parcel Map, ___ Tentative ___ Final	☐ Water Conveyance Adv Comm
☐ Mixed-Use Commercial	☐ Lot Consolidation (ACA-ONE)	
☐ Planned Unit Development	☐ Subdivision Map, __ Tentative __ Final	**Links to Other Applications below:**
☐ Special Use Permit	☐ Variance to Improvement Stds	Appeal
☐ Specific Plan		TRPA Commercial Floor Area
☐ Variance, ___ Major ___ Minor ___ SFD Design Std		TRPA Land Bank
☐ Zoning Amd, ____ Map ____ Text		Transfer Development Rights

PROJECT LOCATION/INFORMATION:

Street Address (if available): 2495 Fremont Street	Space/Unit #:
Assessor's Parcel Number(s): 1320-02-002-024	Acreage: 18.05
Assessor's Parcel Number(s):	Acreage:
Town/GID (if applicable): Minden ~ Johnson Lane	**In Genoa** – Prior to accepting any Zoning & Building Permits in the Genoa Historic District non-residential zoned areas, a Certificate of Appropriateness from the Genoa Historic District Commission is required.
Regional/Community Plan (if applicable): Carson Valley Region ~ Johnson Lane Community	
Floodplain: Zone X un-shaded & shaded per FIRM Panel 32005C0090H with an effective date of 6/15/2016.	
Zoning (current): Single Family Residential - 2 Acre Zoning (proposed): Single Family Residential - 2 Acre	
Master Plan Land Use (current): Single Family Estate Master Plan Land Use (proposed): Single Family Estate	

PROJECT DESCRIPTION:

Project Name (if applicable): Moore Lane Abandonment

Brief description of project or request:

Request to abandon a portion of a 25 foot-wide strip of land dedicated to Douglas County per Doc. No. 1961-19161 abutting the northerly line of APN: 1320-02-002-024.

Is there a Development Agreement recorded on this property? ☐ Yes ☑ No If Yes, please include document number _____

Request to develop a total of _____ acres into _____ parcels and _____ total units.

Uses proposed (check all that apply):

■ Single Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Industrial

List any previous applications that have been filed for this site and any other pertinent information:

DB24-2246, DB24-2857, DB25-0233, DB25-0251, DB25-0259, DE25-0010

Note: *Upon review of this application, Douglas County may require additional documentation and/or applications.*

APPLICANT INFORMATION:

Property Owner	Applicant
Name: Ksenia Timonina	Name: Edward "Andy" Fuller, PLS
Name (if applicable):	Company: Fuller Consulting, PLLC
Address: 2495 Fremont Street	Address: 2543 Henning Lane
City: Minden State: NV Zip: 89423	City: Minden State: NV Zip: 89423
Phone: (415) 606-1763	Phone: (775) 842-3690
Email: one@oneapart.com	Email: nvsrvyr@yahoo.com

Note: For permits requiring a public hearing, this application must include the names of all owners and, if a corporation, all stockholders and officers (Douglas County Code 20.04.010). You must provide documentation from the legal entity which authorizes the person executing this document to act on the legal entities' behalf.

A. PROPERTY OWNER AFFIDAVIT (for Project Name Moore Lane Abandonment **)**

I, _____, being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

_____ 3/25/2025

Owner's Signature Date

Use additional page(s) if necessary for additional owners.

Notary Public

STATE OF NEVADA)
CARSON CITY) ss.
COUNTY OF ~~DOUGLAS~~)

On this 25 day of March 2025, Ksenia Timonina personally appeared before me, a Notary Public, and proved to me to the be person whose name is subscribed to foregoing instrument, and acknowledged to me that he executed the foregoing instrument.

SUZETTE TURLEY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 19-1077-2 - Expires December 31, 2026

_____
NOTARY PUBLIC

B. APPLICANT/APPLICANT'S REPRESENTATIVE:

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct.

Edward "Andy" Fuller, PLS — Printed Name

Edward A. Fuller Digitally signed by Edward A. Fuller Date: 2025.03.14 13:26:48 -07'00' — Signature

3/14/2025 — Date

*If your project is within Town boundaries you will need to reach out to them for their submittal requirements and fees.

*Please reach out to East Fork Fire for their submittal requirements and fees. Email: ARay@eastforkfire.org or phone 775-782-9040.

DOUGLAS COUNTY NEVADA COMMUNITY DEVELOPMENT
BLANKET LETTER OF AUTHORIZATION

This document shall serve as a blanket letter of authorization for the owner to designate official representatives: Edward "Andy" Fuller, PLS of Fuller Consulting, PLLC.

I certify under penalty of perjury that I am the legal owner, or the authorized representative for the legal entity having title to the following property: (list all Assessor Parcel Numbers which apply): APN: 1320-02-002-024, and I hereby authorize the persons or entities named above to act on my behalf with respect to all matters necessary to complete the aforementioned project, including executing all necessary documents and attending public hearings. I may choose to replace my representative by filling out a new Blanket Authorization Form and submitting it to the Douglas County Community Development.

I further agree to indemnify and hold Douglas County harmless, along with its employees and agents, from any suit, liability, claims, actions, demands, costs, expenses, attorney fees and causes of action arising from this authorization or the actions of my representative related thereto.

I also declare and certify under penalty of perjury under the laws of the State of Nevada that the information contained in this Blanket Letter of Authorization and the Douglas County Community Development Application is true and correct.

OWNER(s) of RECORD: (Include extra sheets if necessary)

Printed Name	Signature	Date
Ksenia Timonina		3/25/2025

Note: ***For permits requiring a public hearing, this application must include the names of all owners and, if a corporation, all stockholders and officers (Douglas County Code 20.04.010). You must provide documentation from the legal entity which authorizes the person executing this document to act on the legal entities' behalf.***

You are required to obtain a notarized signature for each person who signs this document and notary blocks are included below (use as many extra sheets as necessary).

Notary Public

STATE OF NEVADA)
Carson City) ss.
COUNTY OF DOUGLAS)

On this 25 day of March 2025, Ksenia Timonina personally appeared before me, a Notary Public, and proved to me to the be person whose name is subscribed to foregoing instrument, and acknowledged to me that he executed the foregoing instrument.

SUZETTE TURLEY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 19-1077-2 - Expires December 31, 2026

Suzette Turley
NOTARY PUBLIC

Tax Account 1320-02-002-024

Owners

BIG BAR RANCH LLC
2495 FREMONT ST
MINDEN, NV 89423

Account Summary

Account ID	1320-02-002-024
Account Type	Real Estate
Location	2495 FREMONT ST GEN CO/CWS/MOSQ
Balance	$0.00
Currently Due	$0.00

No payment currently due.

This account has a balance of $0.00. No payment can be made.

For assistance with Tax payments, please contact the Treasurer at (775) 782-9017.

Current Year

Description	2024/2025 REAL ESTATE TAXES
Original	$6,299.88
Total	$6,299.88
Paid	$6,299.88
Balance	$0.00
Due	$0.00
Ad Valorem Tax Rate	2.8699
Tax District	500 (GENERAL COUNTY/CWS/MOSQ)
Tax Cap	100% High 6.1%

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Total	Paid	Total Due
1	08/19/2024	08/29/2024	Paid	$1,575.21	$0.00	$1,575.21	$1,575.21	$0.00
2	10/07/2024	10/17/2024	Paid	$1,574.89	$0.00	$1,574.89	$1,574.89	$0.00
3	01/06/2025	01/16/2025	Paid	$1,574.89	$0.00	$1,574.89	$1,574.89	$0.00
4	03/03/2025	03/13/2025	Paid	$1,574.89	$0.00	$1,574.89	$1,574.89	$0.00

#	Due Date	Penalty Date	Status	Original Total	Penalty	Total	Paid	Total Due

Past Years

Description	Original	Penalty	Paid	Balance	Due	Tax Rate	Tax District
2023/2024 REAL ESTATE TAXES	$6,116.40	$0.00	$6,116.40	$0.00	$0.00	2.8699	500
2022/2023 REAL ESTATE TAXES	$5,938.27	$81.55	$6,034.39	$0.00	$0.00	2.8699	500
2021/2022 REAL ESTATE TAXES	$5,765.32	$565.43	$6,402.81	$0.00	$0.00	2.8699	500
2020/2021 REAL ESTATE TAXES	$5,597.39	$0.00	$5,597.39	$0.00	$0.00	2.8699	500
2019/2020 REAL ESTATE TAXES	$5,434.36	$0.00	$5,434.36	$0.00	$0.00	2.8699	500
2018/2019 REAL ESTATE TAXES	$5,276.07	$0.00	$5,276.07	$0.00	$0.00	2.8699	500
2017/2018 REAL ESTATE TAXES	$5,122.40	$0.00	$5,122.40	$0.00	$0.00	2.8699	500
2016/2017 REAL ESTATE TAXES	$4,992.60	$0.00	$4,992.60	$0.00	$0.00	2.8699	500
2015/2016 REAL ESTATE TAXES	$4,982.63	$0.00	$4,982.63	$0.00	$0.00	2.8699	500
2014/2015 REAL ESTATE TAXES	$4,837.49	$0.00	$4,837.49	$0.00	$0.00	2.8699	500

DOUGLAS COUNTY
NEVADA

Contact Us

Douglas County
1594 Esmeralda Av.
Minden, NV 89423

Mailing Address: P.O. Box 218
Minden, NV. 89423

Contact us by department

PETITION FOR ABANDONMENT
OF PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT
(Moore Lane)

To: Douglas County Board of County Commissioners.

I, Ksenia Timonina, being the only predecessor in interest to that 25-foot-wide strip of land, containing approximately 32,283 Square Feet in area, Dedicated for Public Roadway and Utility Purposes, per Document No. 1961-19161, abutting 2495 Fremont Street (APN: 1320-02-002-024), located within a portion of Section 2, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, request the abandonment of said roadway right-of-way and utility easement, reserving there from a 5-foot-wide strip of land along the northerly boundary as a Public Utility Easement.

Ksenia Timonina

STATE OF NEVADA
CARSON CITY } *SS:*

On this 25 day of MARCH, 2025, Ksenia Timonina, personally appeared before me, a Notary Public, and proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing instrument.

WITNESS my hand and official seal.

By: _____
NOTARY PUBLIC

SUZETTE TURLEY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 19-1077-2 - Expires December 31, 2026

First Centennial Title Company of Nevada
1352 Hwy 395, Ste 114, Gardnerville, NV 89410
Phone: (775)737-5110 • Fax: 775-737-5109

stewart

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

UPDATED AND AMENDED

Today's Date:
August 15, 2024

Order No.: 24042378-SA
Escrow Officer: Sherry Ackermann

Proposed Buyer/Borrower: Ksenia Timonina

Property Address: 2495 Fremont Street, Minden, NV 89423

Lender: Guild Mortgage Company, LLC A California Limited Liability Company ISAOA
PO Box 818009
Cleveland, OH 44181
Loan Amount: $1,150,000.00
Loan Number: 6623003176

RE/MAX Gold - Carson Valley
John Fisher
1320 US Highway 395 N
Gardnerville, NV 89410

Chase International - Minden
Lorilyn Vasey Chitwood
1644 US Highway 395, Ste B4
Minden, NV 89423

First Centennial Title of Nevada

Tamara Pruzzo

Tamara Pruzzo, Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24042378-SA **Commitment No.:** 24042378-SA-1

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within N/A after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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AMERICAN LAND TITLE ASSOCIATION

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I-Requirements; and
   f. Schedule B, Part II-Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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AMERICAN LAND TITLE ASSOCIATION

5. LIMITATIONS OF LIABILITY
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I-Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
   g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
   c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
   This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
    ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
    The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24042378-SA **Commitment No.:** 24042378-SA-1

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First Centennial Title Company of Nevada
Issuing Office: 1352 Hwy 395, Ste 114, Gardnerville, NV 89410
Issuing Office's ALTA® Registry ID: 1022833
Loan ID No.: 6623003176
Commitment No.: 24042378-SA-1
Issuing Office File No.: 24042378-SA
Property Address: 2495 Fremont Street, Minden, NV 89423

SCHEDULE A

1. Commitment Date: August 14, 2024 at 02:25 PM

2. Policy to be issued:

   a. ALTA Owner's Policy (2021)
   Proposed Insured: Ksenia Timonina
   Proposed Amount of Insurance: $1,500,000.00
   The estate or interest to be insured: Fee Simple

   b. ALTA Loan Policy (2021)
   Proposed Insured: Guild Mortgage Company, LLC A California Limited Liability Company ISAOA
   Proposed Amount of Insurance: $1,150,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Verne O. Wellman, Trustee of The Earl R. Wellman And Verne O. Wellman Joint Trust, and

   Verne O. Moore, as Trustee of The Credit Shelter Trust established under the Jack F. Moore and Verne O. Moore Family Trust Created U/D/T Dated November 19, 1993

5. The Land is described as follows:

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
(Continued)

SEE SCHEDULE C ATTACHED HERETO

First Centennial Title of Nevada

Tamara Pruzzo, Authorized Signatory

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24042378-SA **Commitment No.:** 24042378-SA-1

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Grant, Bargain, Sale Deed from Randy R. Balough, Trustee of The Earl R. Wellman And Verne O. Wellman Joint Trust , as to Parcel 1 and Randy R. Balough, Trustee of The Credit Shelter Trust established under the Jack F. Moore and Verne O. Moore Family Trust Created U/D/T Dates November 19, 1993, as to Parcel 2 to Ksenia Timonina.

   b. Deed of Trust from Ksenia Timonina to Trustee(s) for Guild Mortgage Company, LLC A California Limited Liability Company ISAOA, securing the principal amount of $1,150,000.00.

5. PRIOR TO THE CLOSE OF ESCROW FIRST CENTENNIAL TITLE COMPANY WILL REQUIRE:

   a. An Owner's Declaration/Affidavit be completed and supplied for review prior to the issuance of any policy of title insurance.

   b. A Full Reconveyance releasing and reconveying all rights acquired by Deed of Trust shown as Exception No. 19 of Schedule B Part II - Exceptions.

   c. Full Copies of the Trust Agreements for the trusts set forth in the vesting herein.

   NOTE: This is preparatory to the issuance of an ALTA Loan Policy (2021) of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA POLICY with Endorsements 9.10 and 22 attached.

   There is located on said land a single family dwelling designated as 2495 Fremont Street, Minden, NV.

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NOTE: According to the public records there have been no conveyances of the property described in this Report within a period of 24 months prior to the date of this Report, except as follows:
NONE

NOTE: APPLICABLE RATE - BASIC.

NOTE:
The property described herein DOES NOT qualify for the ALTA Extended Homeowner's Policy.

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24042378-SA **Commitment No.:** 24042378-SA-1

SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
(b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, or claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions 1-7 will be omitted on extended coverage policies

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8. General and Special Taxes for the fiscal year 2024-2025, including any secured personal property taxes and any district assessments, a lien due and payable.
Total Tax for this fiscal year: $6,299.88
1st ¼ Due by 8/19/2024: $1,575.21, Unpaid
2nd ¼ Due by 10/7/2024: $1,574.89, Unpaid
3rd ¼ Due by 1/6/2025: $1,574.89, Unpaid
4th ¼ Due by 3/3/2025: $1,574.89, Unpaid
Assessor's Parcel No.: 1320-02-002-024

Please contact the Douglas County Treasurer's Office at (775) 782-9014 to obtain current amounts due prior to the close of escrow.

9. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon.

10. Any assessments, liens, charges or fees which may become due the Carson Water Subconservancy District, or future General Improvement District for the immediate area in which the land herein lies.

11. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444.520.

12. Easements for any and all ditches, pipe and pipe lines, conduits, transmission lines, poles, roads, trails, and fences on or traversing said land which would be disclosed and located by an accurate survey.

13. Discrepancies, conflicts in boundary lines, shortages in area and/or encroachments and/or other facts which a correct survey would disclose and which are not shown by the public record.

14. Any possible violations of the Subdivision Laws and Parcel Map Act pursuant to N.R.S. 278.320 Sub Sec. (c) (2) of the State of Nevada.

15. Provisions contained in the Patent from the United States of America, recorded May 19, 1961, in Book 6, Page 557, as Document No. 17844, Douglas County, Nevada, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and right to ditches, and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of court, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

16. A Waiver of Damages in favor of the County of Douglas, State of Nevada, for any and all damages to said land by reason of the location, construction, landscaping or maintenance of a public highway contiguous to said land, as contained in the instrument recorded November 27, 1961, in Book 9, Page 518, as Document No. 19161, Official Records, Douglas County, Nevada.

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17. A Waiver of Damages in favor of the County of Douglas, State of Nevada, for any and all damages to said land by reason of the location, construction, landscaping or maintenance of a public highway contiguous to said land, as contained in the instrument recorded November 27, 1961, in Book 9, Page 519, as Document No. 19162, Official Records, Douglas County, Nevada.

18. A Waiver of Damages in favor of the County of Douglas, State of Nevada, for any and all damages to said land by reason of the location, construction, landscaping or maintenance of a public highway contiguous to said land, as contained in the instrument recorded November 27, 1961, in Book 9, Page 520, as Document No. 19163, Official Records, Douglas County, Nevada.

19. An easement affecting a portion of said land and for the purposes stated therein, and incidental purposes in favor of Sierra Pacific Power Company, a Nevada corporation, for overhead electric distribution facilities, recorded September 30, 1988, in Book 988, Page 4570, as Document No. 187514, Official Records, Douglas County, Nevada.

20. A Revolving Line of Credit Deed of Trust to secure an original principal amount of $200,000.00, and any other amounts as therein provided, recorded January 14, 2003, as Document No. 563868, Official Records, Douglas County, Nevada.
Dated: November 8, 2002
Trustor: E Robert Wellman, who took title as Earl R. Wellman and Verne O. Wellman, Trustees of the Earl R. Wellman and Verne O. Wellman Joint Trust Dated July 8, 1998
Trustee: Fidelity National Title
Beneficiary: Citibank (Nevada), N.A.

    Prior to the close of escrow, we will require the borrowers in the above Deed of Trust sign the authorization form to the lender for the Line of Credit to be paid and closed.

21. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Record of Survey recorded August 14, 2024, as Document No. 2024-1010980, Official Records, Douglas County, Nevada.

    Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 24042378-SA **Commitment No.:** 24042378-SA-1

SCHEDULE C

The Land is described as follows:

The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 2, Township 13 North, Range 20 East, Mount Diablo Meridian.

Excepting therefrom that portion dedicated to Douglas County, Nevada by document recorded November 27, 1961, in Book 9, Page 518, as Document No. 19161;

Further excepting therefrom that portion dedicated to Douglas County, Nevada by document recorded November 27, 1961, in Book 9, Page 519, as Document No. 19162;

Further excepting therefrom that portion dedicated to Douglas County, Nevada by document recorded November 27, 1961, in Book 9, Page 520, as Document No. 19163.

NOTE: Said legal description previously appeared in Record of Survey recorded August 14, 2024, as Document No. 2024-1010980, Official Records, Douglas County, Nevada.

ASSESSOR'S PARCEL NUMBER: 1320-02-002-024

DOUGLAS COUNTY, NEVADA

Assessor's Parcels
Douglas County Assessor

Map Legend

Parcel Boundary		001	Parcel Number
Subdivision Boundary		110	Parcel Sub/Seq Number
Town Boundary		1.0 Ac	Parcel Acreage
Township/Range/Section		B L K A	Parcel Block Number
Approximate River Center Line		1	Parcel Lot Number
Easements - See Recorded Documents		1101	Parcel Address
Open Space/Conservation Easements			

T 13 N R 20 E

R18E R19E R20E R21E R22E R23E R24E
T14N
T13N
T12N
T11N
T10N
T9N
T8N

SEC. 2

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

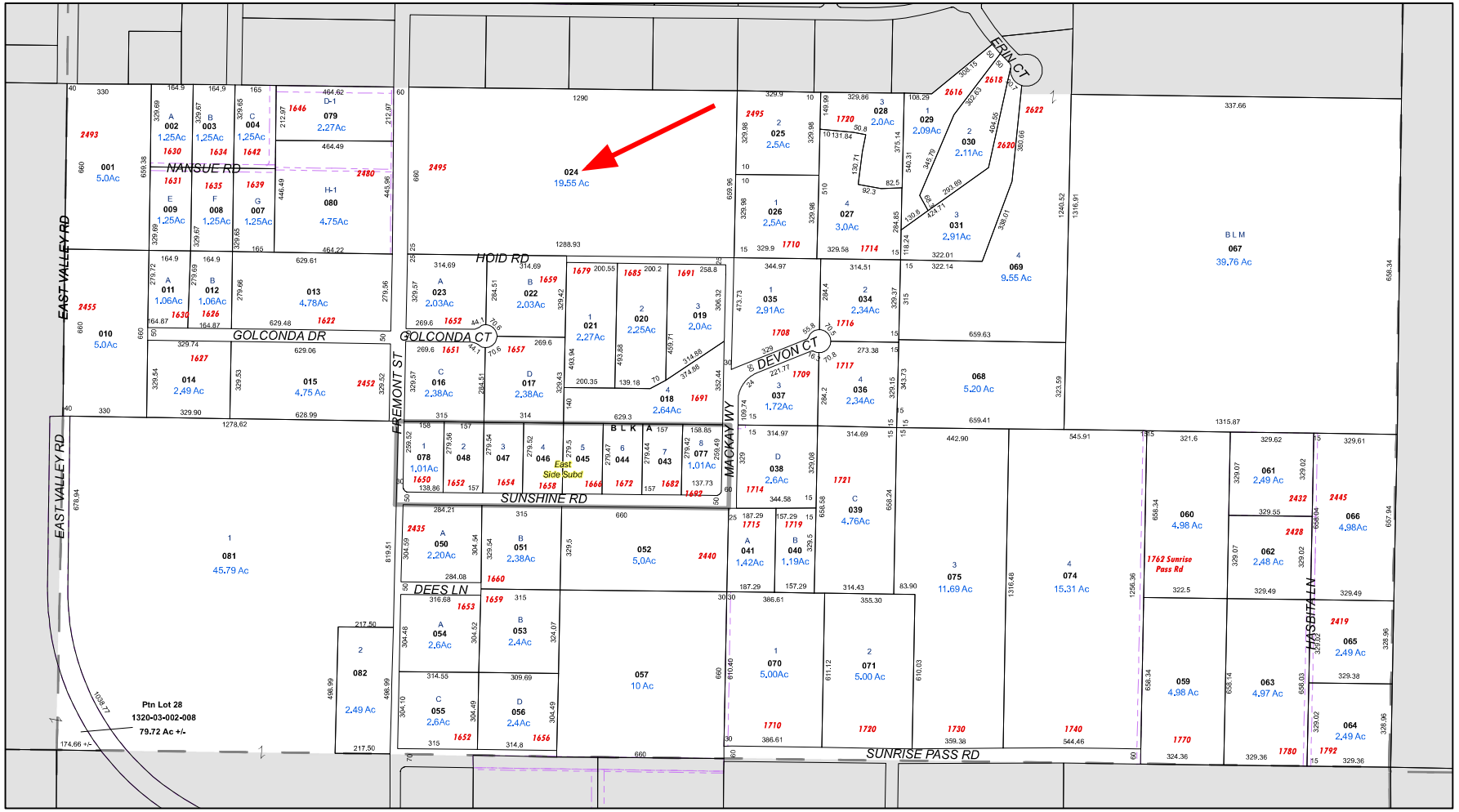
S 1/2 SEC.

1	5
2	6
3	7
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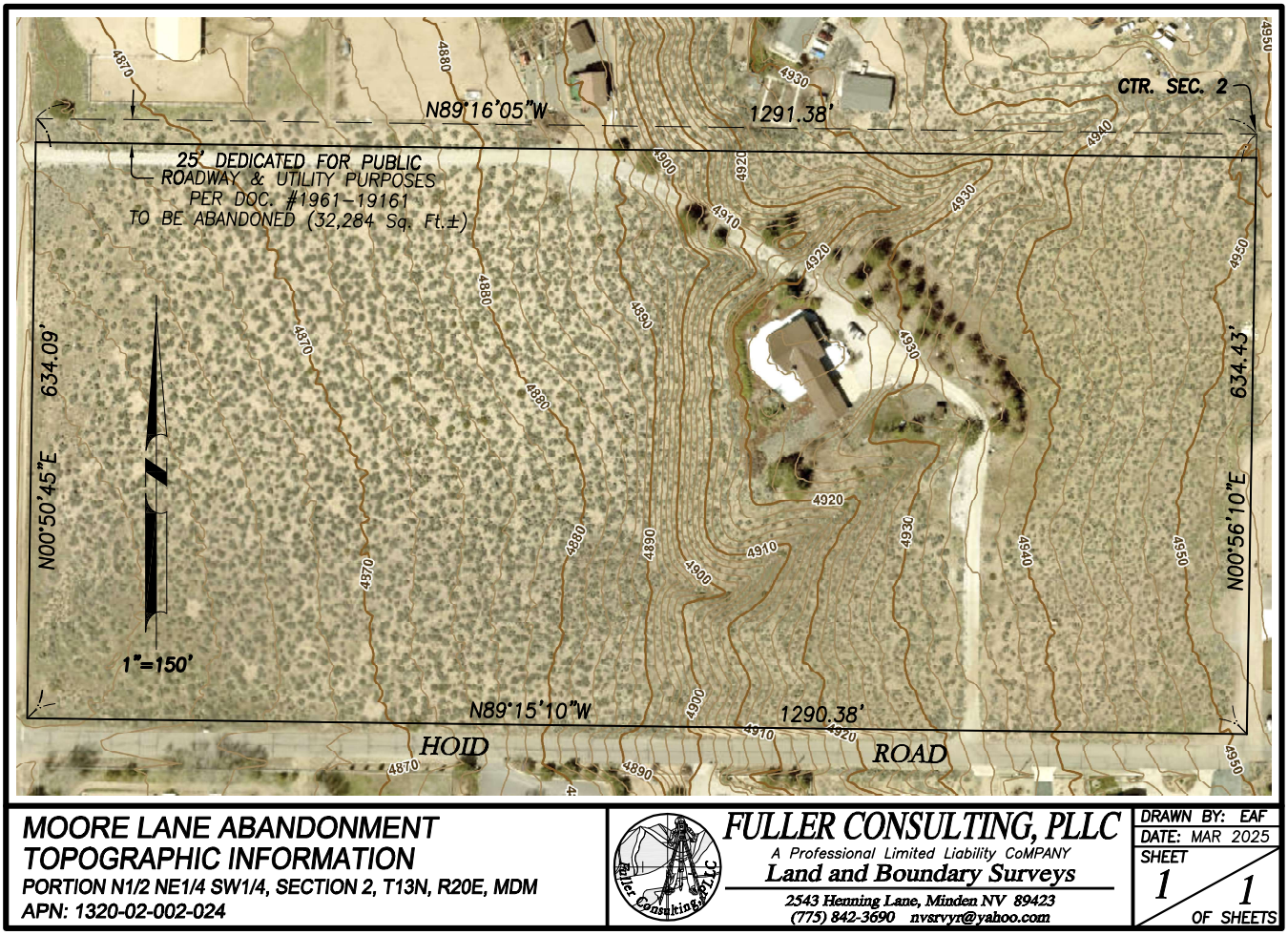
1320-02-002

DOUGLAS COUNTY GIS

SCALE: 1 " = 400 '
REVS'D: 7/25/2022



NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



MOORE LANE ABANDONMENT
TOPOGRAPHIC INFORMATION

PORTION N1/2 NE1/4 SW1/4, SECTION 2, T13N, R20E, MDM
APN: 1320-02-002-024

FULLER CONSULTING, PLLC
A Professional Limited Liability CoMPANY
Land and Boundary Surveys
2543 Henning Lane, Minden NV 89423
(775) 842-3690 nvsrvyr@yahoo.com

DRAWN BY: EAF
DATE: MAR 2025
SHEET 1 OF 1 SHEETS

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☒ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Armando Espino (Signature) | Charter Spectrum (Company) | 3/20/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

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☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Cathren Ezell (Signature) DTS Fiber (Company) 03/18/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

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☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

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☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Chris Willing (Signature) FRONTIER COMMUNICATIONS (Company) 3/26/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

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☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

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☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Chris Robinson (Signature) NV Energy (Company) 3/19/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-024 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider Septic & Well	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

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☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): We have reviewed the request as shown on the attached exhibit and approve the request to reduce the easement width from 25 feet to 5 feet.

*Signed: Frank Lee (Signature) | Southwest Gas Corporation (Company) | 4/11/2025 (Date)

☐ **BOUNDARY LINE ADJUSTMENT MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO** want the existing utility easements to remain in place.

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☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ (Signature) _____ (Company) _____ (Date)

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

UTILITY SIGNATURE/STATEMENTS

Note: *Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-02-002-004 Project Name: Moore Lane Abandonment

Address: 2495 Fremont Street, Minden, NV 89423

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Frontier Communications or applicable Telephone Co.	Charter Communications
Douglas County Engineering (will sign during review)	NV Energy
Sewer Provider & Water Provider	Southwest Gas Corporation
DTS Fiber	

Please check appropriate boxes:

☑ **ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

☐ We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

☐ We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

■ OTHER: (Please type in a statement which applies to your situation): Douglas County Water and Sewer Utility want the existing 25-foot utility easement to remain in place.

*Signed: _____ Douglas County Public Works 7/10/2025

Signature Company Date

☐ **BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

(**Note**: A PUE Abandonment is a separate application from a BLA application)

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☐ We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

☐ We need a new utility easement along the adjusted property line.

*Signed: _____ _____ _____

Signature Company Date

***Must be valid signatures. (ie Original signature, DocuSign or Adobe Sign)**

DP 25-0074 Moore Lane Abandonment – Supplement 01

September 24, 2025

BASIS OF BEARINGS

BASIS OF BEARINGS: NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83/94 (HARN). PER OBSERVED PLSS MONUMENTS LOCATED AT THE SECTION CORNER COMMON TO SECTIONS 1, 2, 35, 36, BEING A 2" IRON POST WITH A U.S.G.L.O. BRASS DISK MARKED "T13N R20E, S35 S36, S2 S1, T12N, R20E" AND THE SECTION CORNER COMMON TO SECTIONS 2, 3, 34, 35, BEING A 2" ALUMINUM DISK IN STREET WELL LOCATED AT THE CENTERLINE INTERSECTION OF JOHNSON LANE AND EAST VALLEY ROAD, OF TOWNSHIPS 13 AND 14 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, USING VRS RTK CORRECTIONS TRANSMITTED FROM NEVADA CITE NETWORK FOUR CITE BASE STATION "CARS" THE SURVEY ENHANCING INDIVIDUAL NERPS ARP GROUND VALUES, TO OBTAIN GRID VALUES MULTIPLY THE GROUND VALUES BY A COMBINED FACTOR OF 0.9996054

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, EXCEPTING THEREFROM THOSE STRIPS OF LAND DEDICATED TO DOUGLAS COUNTY FOR PUBLIC ROADWAY AND UTILITY PURPOSES, PER DOCUMENTS 78181, 78182, AND 78183, RECORDED IN BOOK A, PAGES 518, 519, AND 520, NOVEMBER 22, 1983, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

NOTES

1. BOUNDARY INFORMATION SHOWN HEREON IS TAKEN FROM RECORD INFORMATION PER THAT RECORD OF SURVEY FOR WILLIAMS JOINT TRUST & CREDIT SHELTER TRUST, RECORDED AS FILE NO 2024-1010880, AUGUST 14, 2024, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA
2. THE EASEMENTS REFERENCED HEREON IS TAKEN FROM RECORD INFORMATION PER THE REFERENCE DOCUMENTS IDENTIFIED ON SAID RECORD OF SURVEY FOR WILLIAMS JOINT TRUST & CREDIT SHELTER TRUST AND DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD
3. AERIAL IMAGERY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS TAKEN FROM DOUGLAS COUNTY PUBLIC VIEWER (https://douglascounty.maps.arcgis.com), DOWNLOADED SEPTEMBER 4, 2025

ZONING & SETBACKS

SEE DOUGLAS COUNTY CODE CHAPTER 20.650 ZONING DISTRICTS AND STANDARDS, SECTION 20.656 RESIDENTIAL DISTRICTS FOR SINGLE FAMILY RESIDENCE ZONING INFORMATION SECTION 20.656.040[B] "SFA-2" (SINGLE FAMILY RESIDENTIAL – TWO ACRE MINIMUM NOT PARCEL SIZE) AND SECTION 20.656.010 RESIDENTIAL DISTRICT DEVELOPMENT STANDARDS (TABLE), SFA-2 FOR MINIMUM DEVELOPMENT STANDARDS

MASTER PLAN DESIGNATION	SINGLE FAMILY ESTATE (SFE)
EXISTING ZONING	SINGLE FAMILY RESIDENCE, 2 ACRES (SF2)
LOT AREA MAXIMUM DENSITY	0.5 UNITS PER ACRE
MINIMUM NET LOT AREA	2 ACRES
AVERAGE LOT WIDTH	150 FEET
MINIMUM LOT DEPTH	150 FEET
FRONT YARD SETBACK	30 FEET
REAR YARD SETBACK	30 FEET
SIDE YARD SETBACK	30 FEET, 30 FEET ADJACENT TO STREETS
STRUCTURE HEIGHT	35 FEET

SURVEYOR'S CERTIFICATE

I, EDWARD A. FULLER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, HEREBY CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF BIG BEAR RANCH LLC.

2. THE LANDS REPRESENTED ON THIS PLAT LIE WITHIN A PORTION OF THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA.

3. THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THE SURVEY WAS COMPLETED, AND THE SURVEY WAS COMPLETED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.

4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

5. THIS PLAT IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 THROUGH NRS 278.630 INCLUSIVE.

EDWARD A. FULLER
NEVADA PLS 11827

EDWARD A. FULLER, NEVADA PLS 11827

8/8/25



FULLER CONSULTING PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
LAND AND PROJECT SURVEYING
(775) 901-7000 www.fullerconsulting.com

DATE: OCTOBER 2025
SCALE: 1"=100'
DRAWN BY: DAK
CHECKED BY: EAF

SITE PLAN EXHIBIT
FOR
BIG BEAR RANCH I, LLC ~ 2495 FREMONT STREET
MINDEN
DOUGLAS COUNTY
NEVADA

SHEET 1 OF 1

ASSESSOR'S PARCEL NO. 1220-02-001-024



Looking westerly along the northerly fence as it existed at time of survey near Northeast Property Corner.



Looking southerly along easterly property line as it existed at time of survey near Northeast Property Corner.



Looking easterly near northerly property line as it existed at time of survey near Northwest Property Corner.



Looking northerly along easterly property line as it existed at time of survey near Southeast Property Corner.



Looking westerly along southerly property line as it existed at time of survey near Southeast Property Corner.



Looking northerly along westerly property line as it existed at time of survey near Southwest Property Corner.



Looking easterly along southerly property line as it existed at time of survey near Southwest Property Corner.



Looking westerly along northerly driveway as it existed at time of survey near mid-northerly property line.



Looking easterly along the northerly fence near Northeast Property Corner.



Looking easterly along northerly property line near SW corner 1667 Toni Court.



Looking westerly near SE Corner 1667 Toni Court.



Looking westerly along northerly fence line near high point of ridge.



Looking northeasterly towards drainage area through 1693 Toni Court.



Looking easterly along northerly fence near SW Corner 1693 Toni Court.



Looking easterly along northerly fence near @ end old fence 1693 Toni Court.



Looking northeasterly at debris in natural drainage area 1693 Toni Court.



Looking easterly along northerly fence near bottom drainage @ 1693 Toni Court.



Looking westerly along northerly fence near SE corner 1693 Toni Court.



Looking easterly along northerly fence near @ end old fence 1693 Toni Court.



Looking southerly along easterly fence near NW corner 2495 Mackay WAy.



Looking easterly near SW Corner 2495 Mackay Way (Bent Rebar area).



Looking easterly near NW corner 1710 Hoid Road.



Looking southerly along easterly fence near @ NW corner 1710 Hoid Road.



New fence @ Hoid Road and Mackay Way.



Looking northeasterly along path from near Hoid Road & Mackay Way towards prior trespass area.



Looking southeasterly along path towards Hoid Road & Mackay Way.



Area of prior trespass @ westerly end path.



Looking easterly area of prior trespass.



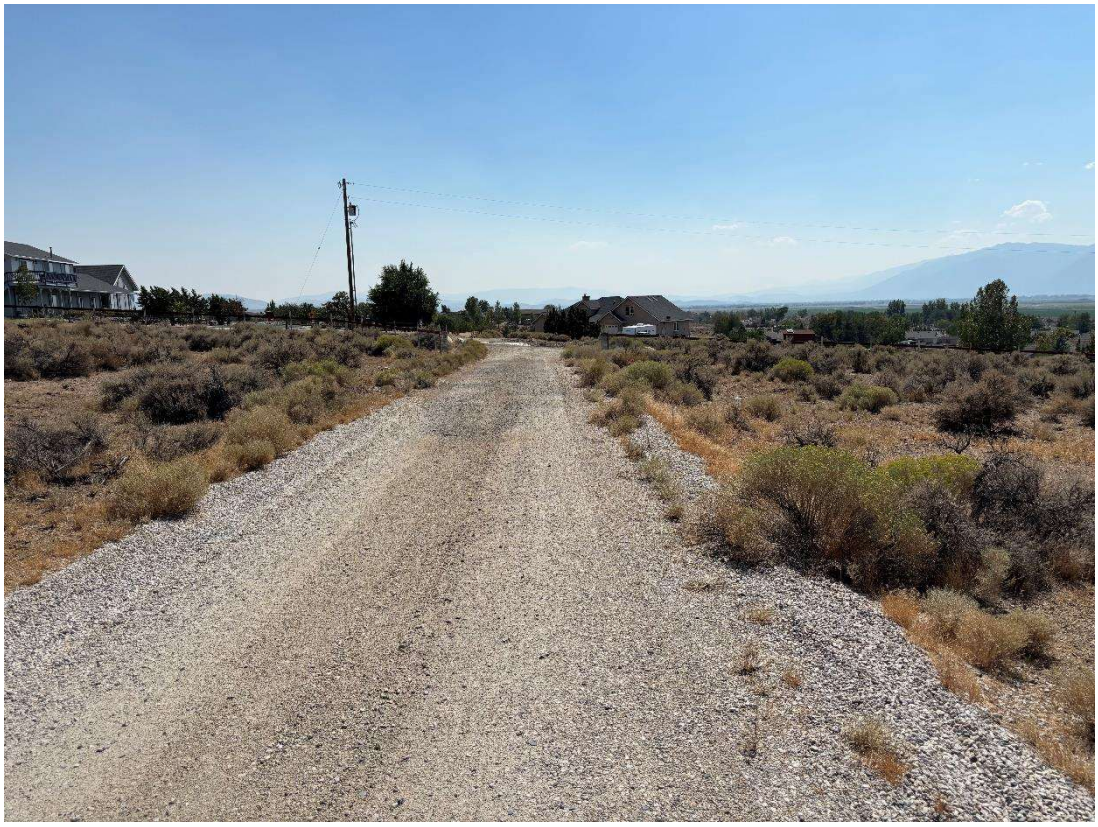
Area of prior trespass @ westerly end path.



Looking southeasterly area of prior trespass.



Looking southeasterly towards area of prior trespass.



Looking southerly along 2495 Fremont access road northwesterly of prior trespass area.



Looking northerly along 2495 Fremont access road southwesterly of prior trespass area..



Looking northerly along Mackay Way from East end Hoid Road.

DP 25-0074 Moore Lane Abandonment – Supplement 02

November 6, 2025

From: Michael Matuska
To: Jeremy Hutchings; Alex Hames
Cc: Andy Fuller
Subject: RE: DP 25-0074 Moore Lane Abandonment
Date: Thursday, November 6, 2025 11:00:54 AM
Attachments: image001.png
image002.png
Hoid Properties.pdf
M. Coscarart ltr.pdf
Document 1978-19853_Parcel Map #3 for Don Rooker (19780421).pdf

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CAUTION: This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).

Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Hello, Jeremy.

Please accept this email as a formal request to add the three attached documents to the record for this pending application. The first document is my letter to the Hoid Road property owners. The second document is the negative response from the Coscararts. The third document is the Parcel Map for the Toni Court properties, which shows Toni Couret as the legal access and only access and does not show the row as access for those properties.

Also, if I did not previously provide you with formal confirmation that the applicant will cooperate in securing any utility easements that are needed as part of the abandonment, please accept this email as formal confirmation of the same.

At this time, it does not look like the Hoid property owners wish to engage in a collaborative process, so we would like to have the application placed back on the agenda for one of the upcoming commissioners' meetings. I will be out of the office the first week of December, so this likely pushes it back to January.

Please let me know on the scheduling and whether there will be any modification to the staff report.

Thank you.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701

(T) 775/350-7220
(F) 775/350-7222

MATUSKA LAW OFFICES

www.matuskalawoffices.com

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From: Jeremy Hutchings <jhutchings@douglasnv.us>
Sent: Wednesday, September 24, 2025 9:40 AM
To: Michael Matuska <mlm@matuskalawoffices.com>; Alex Hames <ahames@douglas.nv.gov>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Hi Andy,

I can confirm download of three pdf files, and will add them to the project file:

- DP25-0074 Grading Exhibit
- Moore Lane Abandonment Site Phots 08-2024
- Moore Lane Abandonment Site Phots 09-2025

We are still on hold with the application at your request. FYI.

Jeremy J. Hutchings, P.E.
County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
1594 Esmeralda Avenue
Minden, NV 89423
775.782.9063
jhutchings@douglasnv.us
www.douglascountynv.gov
AI may have assisted in generating this reply.

From: Michael Matuska <mlm@matuskalawoffices.com>
Sent: Tuesday, September 23, 2025 5:52 PM
To: Jeremy Hutchings <jhutchings@douglasnv.us>; Alex Hames <ahames@douglas.nv.gov>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Thank you, Jeremy and Alex for the meeting. I just shared three pdf files with Jeremy via OneDrive, the grading exhibit and sets of photos. Please let me know if that worked. If not, I will try to share through the share feature on my case system.

Thank you.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222

www.matuskalawoffices.com

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From: Jeremy Hutchings <jhutchings@douglasnv.us>
Sent: Tuesday, September 23, 2025 1:40 PM
To: Michael Matuska <mlm@matuskalawoffices.com>; Alex Hames <ahames@douglas.nv.gov>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

I've made a specific site visit already and have other meetings already scheduled prior to the 4pm meeting so I will pass. But thank you for the offer, Mike.

Jeremy J. Hutchings, P.E.
County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
1594 Esmeralda Avenue
Minden, NV 89423
775.782.9063
jhutchings@douglasnv.us
www.douglascountynv.gov
AI may have assisted in generating this reply.

From: Michael Matuska <mlm@matuskalawoffices.com>
Sent: Tuesday, September 23, 2025 1:32 PM
To: Alex Hames <ahames@douglas.nv.gov>; Jeremy Hutchings <jhutchings@douglasnv.us>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Do either of you want to look at the property before our meeting?

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222

www.matuskalawoffices.com

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From: Michael Matuska
Sent: Monday, September 22, 2025 4:22 PM
To: Hames, A.J. <ahames@douglas.nv.gov>; Hutchings, Jeremy <jhutchings@douglasnv.us>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Thank you. I accepted the meeting notice.

A.J., I want to discuss the importance of the attached cases. We don't have a lot of treatment of NRS 278.480(5), but these cases help.

And I would also like to show the property beforehand. Let me know if that's possible.

Thanks.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222



www.matuskalawoffices.com

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From: Hames, A.J. <ahames@douglas.nv.gov>
Sent: Monday, September 22, 2025 4:04 PM
To: Hutchings, Jeremy <jhutchings@douglasnv.us>
Cc: Michael Matuska <mlm@matuskalawoffices.com>; Andy Fuller <nvsrvyr@yahoo.com>
Subject: Re: DP 25-0074 Moore Lane Abandonment

That works for me. Thanks, Jeremy!

Sent from my iPhone

> On Sep 22, 2025, at 4:03 PM, Jeremy Hutchings <jhutchings@douglasnv.us> wrote:
>
> I sent a meeting request for Room 306 at the Minden Inn (Community Development) at 4pm for tomorrow to try and help out. Hopefully that works for everyone?
>
> Jeremy J. Hutchings, P.E.
> County Engineer
> **DOUGLAS COUNTY COMMUNITY DEVELOPMENT**
> ENGINEERING DEPARTMENT
> 1594 Esmeralda Avenue
> Minden, NV 89423
> 775.782.9063
> jhutchings@douglasnv.us
> www.douglascountynv.gov
> AI may have assisted in generating this reply.

From: Michael Matuska <mlm@matuskalawoffices.com>
Sent: Monday, September 22, 2025 3:50 PM
To: Alex Hames <ahames@douglas.nv.gov>; Jeremy Hutchings <jhutchings@douglasnv.us>; Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

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That works. Where should I meet you?

Thanks.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
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(F) 775/350-7222

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From: Hames, A.J. <ahames@douglas.nv.gov>
Sent: Monday, September 22, 2025 3:46 PM
To: Michael Matuska <mlm@matuskalawoffices.com>; Hutchings, Jeremy <jhutchings@douglasnv.us>; Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Hello,

My tomorrow afternoon is open after 2:00 p.m., if that works?

A.J. Hames
Deputy District Attorney
Douglas County District Attorney's Office
P.O. Box 218
Minden, Nevada 89423
Phone: 775-783-6057 | Fax: 775-783-6490
Email: ahames@douglas.nv.gov

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From: Michael Matuska <mlm@matuskalawoffices.com>
Sent: Monday, September 22, 2025 11:50 AM
To: Hutchings, Jeremy <jhutchings@douglasnv.us>; Andy Fuller <nvsrvyr@yahoo.com>; Hames, A.J. <ahames@douglas.nv.gov>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Dear Mr. Hames,

I would like to set a time to meet and discuss this matter with you. Please let me know what works.

Thank you.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.

2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222



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From: Jeremy Hutchings <jhutchings@douglasnv.us>
Sent: Monday, September 8, 2025 2:30 PM
To: Andy Fuller <nvsrvyr@yahoo.com>; Michael Matuska <mlm@matuskalawoffices.com>; Alex Hames <ahames@douglas.nv.gov>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Good catch, Andy! Thanks.

Jeremy J. Hutchings, P.E.
County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
1594 Esmeralda Avenue
Minden, NV 89423
775.782.9063
jhutchings@douglasnv.us
www.douglascountynv.gov
AI may have assisted in generating this reply.

From: Andy Fuller <nvsrvyr@yahoo.com>
Sent: Monday, September 8, 2025 2:28 PM
To: Michael Matuska <mlm@matuskalawoffices.com>; Alex Hames <ahames@douglas.nv.gov>; Jeremy Hutchings <jhutchings@douglasnv.us>
Subject: Re: DP 25-0074 Moore Lane Abandonment

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Jeremy,

Nice meeting with you as well. Just for clarification, it is Mackay Way, not KcKay Way and the negations will be with the property owners to the East of 2495 Fremont Street.

Edward "Andy" Fuller, PLS

Fuller Consulting, PLLC
A Professional Limited Liability Company
Land and Boundary Surveys
(775) 842-3690 – nvsrvyr@yahoo.com

On Monday, September 8, 2025 at 01:58:58 PM PDT, Jeremy Hutchings <jhutchings@douglasnv.us> wrote:

Fair enough, Mike. Nice meeting with you and Andy today.

Jeremy J. Hutchings, P.E.

County Engineer

DOUGLAS COUNTY COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT

1594 Esmeralda Avenue

Minden, NV 89423

775.782.9063

jhutchings@douglasnv.us

www.douglascountynv.gov

AI may have assisted in generating this reply.

From: Michael Matuska <mlm@matuskalawoffices.com>
Sent: Monday, September 8, 2025 1:57 PM
To: Jeremy Hutchings <jhutchings@douglasnv.us>; Alex Hames <ahames@douglas.nv.gov>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

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Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Thank you, Jeremy. I just sent an email. Your notes are correct except that the comments re Mckay access represent a possible direction but I will have to confer with the applicant, first, to see if she thinks further efforts are warranted, and ultimately, with the Hoid Road / Mcway property owners.

Thank you.

Michael L. Matuska

MATUSKA LAW OFFICES, LTD.

2310 South Carson Street, #6

Carson City NV 89701

(T) 775/350-7220

(F) 775/350-7222

Description: Description: small



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From: Jeremy Hutchings <jhutchings@douglasnv.us>
Sent: Monday, September 8, 2025 1:50 PM
To: Alex Hames <ahames@douglas.nv.gov>
Cc: Michael Matuska <mlm@matuskalawoffices.com>; Andy Fuller <nvsrvyr@yahoo.com>

Subject: DP 25-0074 Moore Lane Abandonment

Hi AJ,

Sorry we missed you at the meeting this morning. A couple of updates based on my notes:

1. Mike Matuska would still like to arrange a meeting to discuss a few legal items about material damage with you. According to my notes, there are a few court cases that might be applicable to their application.
    1. Another question is whether or not the DA's office would append the staff report with a legal opinion (Mike help me out here on what you were looking for from AJ, please).
1. Mike is going to request a continuance of the Board meeting in writing to hopefully work out a few items:
    1. McKay access. Although unrelated to the application at hand, they would like to see if they can work with the neighbors to the north on access in an effort to quiet down their objection to the application.
    2. Exhibit showing the difficulty of constructing Moore Lane through steep topography to the east boundary of the parcel.

Mike and Andy, please weigh in if you remember things differently or I missed something. Thank you, both.

Jeremy J. Hutchings, P.E.

County Engineer

DOUGLAS COUNTY COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT

1594 Esmeralda Avenue

Minden, NV 89423

775.782.9063

jhutchings@douglasnv.us

www.douglascountynv.gov

AI may have assisted in generating this reply.



<image002.png>
<image003.png>

MATUSKA
LAW OFFICES

Michael L. Matuska, Attorney at Law

October 15, 2025

Via Certified Mail, Return Receipt Requested

William Stephen Taylor
Karin Marie Mracek
2495 Mackay Way
Minden, NV 89423

David Coscarart, Trustee
Mandy Coscarart, Trustee
1710 Hoid Road
Minden, NV 89423

Ronald Harpin
Linda Harpin
1714 Hoid Road
Minden, NV 89423

Carl T. Johnson
Unkyung C. Johnson
1720 Hoid Road
Minden, NV 89423

Re: Big Bar Ranch LLC, 2495 Fremont St., APN 1320-02-002-024

Dear All:

By way of introduction, I represent Big Bar Ranch LLC, owner of the above-identified property (the "Property"). You may be aware that Big Bar Ranch currently has a pending Abandonment Application DP 25-0074 concerning a 25' right of way along the north side of the Property (the "ROW"). I am aware that you may have submitted letters concerning the pending abandonment application. My understanding is that you access your properties from Hoid Road and then from the 15' Mackay Way easement as shown on the 1975 Parcel Map for Ed Hoid Doc# 005892 ("Hoid Parcel Map"). Although the Hoid Parcel Map shows Mackay Way extending to the ROW that is the subject of my client's abandonment application, Mackay Way has not in fact been improved to the ROW, there is no plan to do so, and due to the steep and rugged terrain, you would not be able to access Fremont Street from the ROW even if Mackay Way were extended to the ROW.

Rather, my understanding of your concern is that the fence erected by Big Bar Ranch near the east side of its Property line has made it more difficult for vehicles to navigate the 90-degree, right hand turn that is approximately 329.90' along Mackay Way. For starters, you may be aware that the fence is set inside of Big Bar Ranch's eastern property line, so you actually have slightly more than 15' of room on Mackay Way. If more room is needed, it seems you can obtain that additional room from the Coscarart Parcel 1 and Taylor Parcel 2. Also, the easement through your properties makes additional 90-degree turns. As such, it seems that the problems you experience with your easement exist independently of the pending abandonment application, and that you should be looking at some improvements to the easement in addition to the 90-degree turn at the Coscarart and Johnson Parcels near my client's Property. This will require review by a civil engineer to identify some of the causes of the problems you are experiencing and to offer some options to address those problems.

775-350-7220 Phone
775-350-7222 Fax
mlm@matuskalawoffices.com

Licensed in Nevada and California

2310 South Carson Street, #6
Carson City, NV 89701
www.matuskalawoffices.com

Big Bar Ranch is willing to pay its proportionate share of the costs for the engineering review and will consider the options. To the extent you might ask to use some of Big Bar Ranch's land area to create more turning room, you will of course need to provide an acceptable liability agreement and identify Big Bar Ranch as an additional insured on your insurance policies.

Please talk amongst yourselves and one of you can let me know if you wish to proceed. If I do not hear from you within 30 days, I will assume you have dropped the matter, and I will ask Douglas County to proceed with DP 25-0074 accordingly.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By: Michael L. Matuska

Michael L. Matuska, Esq.

David Coscarart, Trustee
Mandy Coscarart, Trustee
1710 Hoid Rd
Minden, NV 89423

October 26, 2025

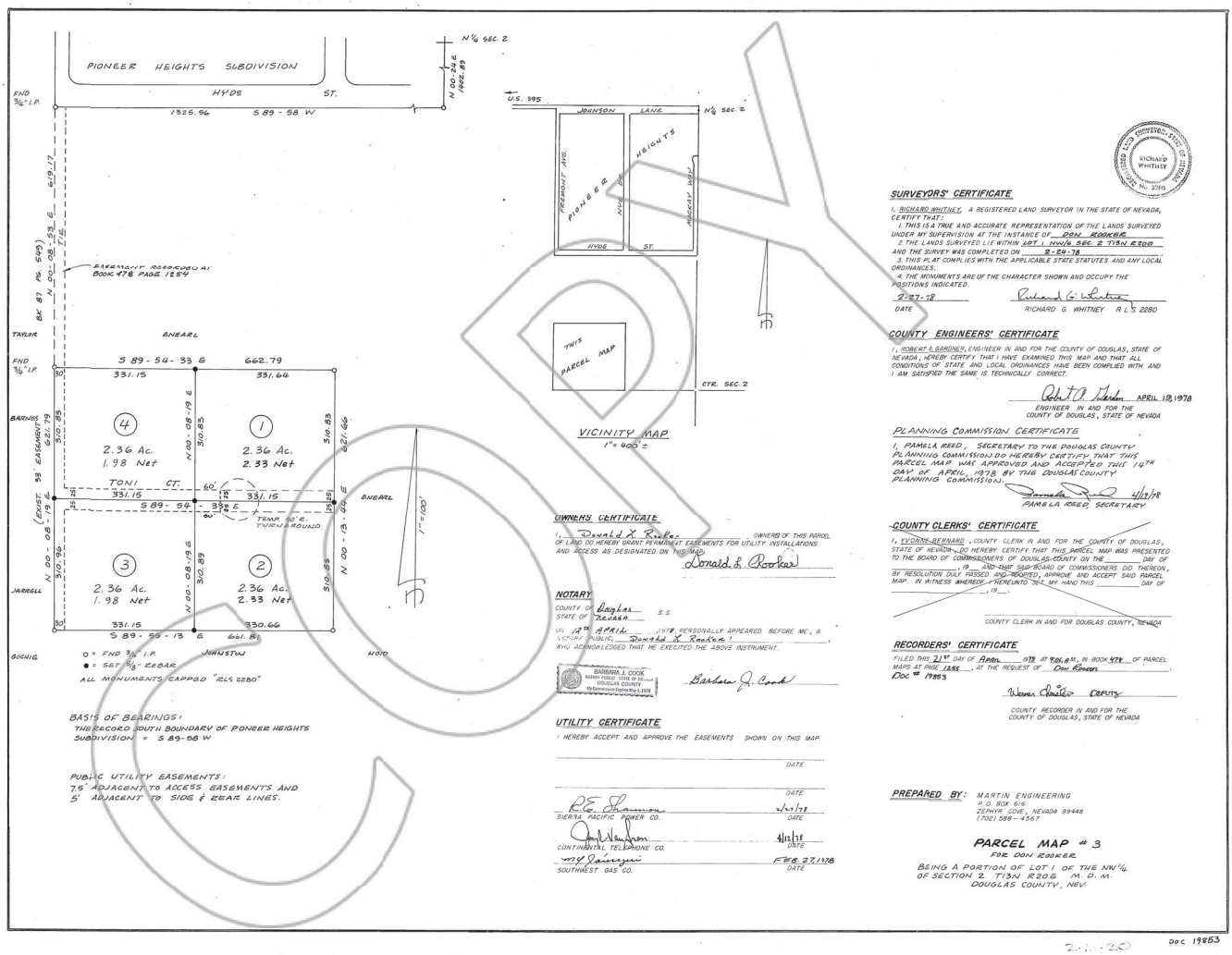
Dear Matuska Law Office & Big Bar Ranch LLC,

Re: Big Bar Ranch, LLC. 2495 Fremont St., APRN 1320-02-002-024

Mr. Coscarart and I are in receipt of your letter dated October 15, 2025, and do not agree with your request. The issue is that this letter states that Big Bar Ranch, LLC will only consider the options, not that they are willing to assist with a solution to access to homes mentioned in the letter. Douglas County may not have had any previous plans to use the 25 foot right of way on the North side of Big Bar Ranch, LLC's property, but it does belong to them and they do have the option to, specifically if it is for the best of the community. In addition, we will not add Big Bar Rach, LLC to our insurance as an additional insured.

Sincerely,

Mandy Coscarart



OWNERS' CERTIFICATE

I, Donald L. Rooker, OWNERS OF THIS PARCEL OF LAND DO HEREBY GRANT PERMANENT EASEMENTS FOR UTILITY INSTALLATIONS AND ACCESS AS DESIGNATED ON THIS MAP.

Donald L. Rooker

NOTARY

COUNTY OF Douglas S.S.
STATE OF Nevada

ON 12th APRIL, 1978 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, Donald L. Rooker WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE INSTRUMENT.

BARBARA J. COOK
NOTARY PUBLIC - STATE OF NEVADA
DOUGLAS COUNTY
My Commission Expires May 5, 1979

Barbara J. Cook

UTILITY CERTIFICATE

I HEREBY ACCEPT AND APPROVE THE EASEMENTS SHOWN ON THIS MAP.

	DATE
	DATE
R.E. Shannon SIERRA PACIFIC POWER CO.	4/13/78 DATE
CONTINENTAL TELEPHONE CO.	4/12/78 DATE
SOUTHWEST GAS CO.	FEB. 27, 1978 DATE

SURVEYORS' CERTIFICATE

I, RICHARD WHITNEY, A REGISTERED LAND SURVEYOR IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF DON ROOKER.
2. THE LANDS SURVEYED LIE WITHIN LOT 1 NW¼ SEC. 2 T13N R20E AND THE SURVEY WAS COMPLETED ON 2-24-78.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES.
4. THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED.

2-27-78
DATE

Richard G. Whitney
RICHARD G. WHITNEY R.L.S. 2280

COUNTY ENGINEERS' CERTIFICATE

I, ROBERT S. GARDNER, ENGINEER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA, HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT ALL CONDITIONS OF STATE AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND I AM SATISFIED THE SAME IS TECHNICALLY CORRECT.

Robert S. Gardner APRIL 18, 1978
ENGINEER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

PLANNING COMMISSION CERTIFICATE

I, PAMELA REED, SECRETARY TO THE DOUGLAS COUNTY PLANNING COMMISSION DO HEREBY CERTIFY THAT THIS PARCEL MAP WAS APPROVED AND ACCEPTED THIS 14TH DAY OF APRIL, 1978 BY THE DOUGLAS COUNTY PLANNING COMMISSION.

Pamela Reed 4/17/78
PAMELA REED, SECRETARY

COUNTY CLERKS' CERTIFICATE

I, YVONNE BERNARD, COUNTY CLERK IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA DO HEREBY CERTIFY THAT THIS PARCEL MAP WAS PRESENTED TO THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON THE _____ DAY OF _____, 19__ AND THAT SAID BOARD OF COMMISSIONERS DID THEREON, BY RESOLUTION DULY PASSED AND ADOPTED, APPROVE AND ACCEPT SAID PARCEL MAP. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND THIS _____ DAY OF _____, 19__.

COUNTY CLERK IN AND FOR DOUGLAS COUNTY, NEVADA

RECORDERS' CERTIFICATE

FILED THIS 21ST DAY OF APRIL 1978 AT 9:06 A.M., IN BOOK 478 OF PARCEL MAPS AT PAGE 1255, AT THE REQUEST OF Don Rooker.
Doc # 19853

Warren Schaefer DEPUTY
COUNTY RECORDER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

PREPARED BY: MARTIN ENGINEERING
P.O. BOX 616
ZEPHYR COVE, NEVADA 89448
(702) 588-4567

PARCEL MAP # 3

FOR DON ROOKER

BEING A PORTION OF LOT 1 OF THE NW¼ OF SECTION 2 T13N R20E M.D.M. DOUGLAS COUNTY, NEV.

Doc 19853

ROOKER.

COPY

Good morning! How's the project going? We got the letter from your lawyer. No argument from us over your fence lines (as I let the city know weeks ago). Hope you get to move in soon! Steve
11/06/25 1:03 PM

APN: 1320-02-002-024

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:
Douglas County Community Development
Post Office Box 218
Minden, NV 89423

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

Abandonment of Public Right-of-Way and Utilities Easement

AN ORDER OF ABANDONMENT vacating a portion of Moore Lane right-of-way (ROW) approximately 32,284 Square Feet in size across a single parcel located at 2495 Fremont Street and owned by Ksenia Timonina of Big Bar Ranch LLC, reserving therefrom a Public Utility Easement. The ROW and utilities easement were dedicated to Douglas County under Document 1961-19161 by William H. Johnston for the purposes of constructing a public road and utilities. The area of land is located within Section 2, Township 13 North, Range 20 East, M.D.B. & M. in Douglas County, Nevada (APNs:1320-02-002-024).

WHEREAS, Douglas County, a political subdivision of the State of Nevada, presently holds a public road right-of-way and utilities easement located within said Sections 2, Township 13 North, Range 20 East, M.D.B. & M., as described in that certain Document 1961-19161, and being more particularly described in the attached Legal Descriptions and Exhibits provided as Exhibit "A".

WHEREAS, Douglas County, pursuant to the provisions of Douglas County Code, Section 20.768.050 and N.R.S. 278.480, the Board of County Commissioners may vacate or abandon by formal order any portion of a public road easement and utilities easement owned or controlled by Douglas County upon petition; and

WHEREAS, this abandonment request is being made pursuant to NRS 278.480 in order to vacate a public road right-of-way and utilities and access easement, owned or controlled by Douglas County; and

WHEREAS, at a meeting held on February 19, 2026, the Douglas County Board of County Commissioners determined that the aforesaid right of way is no longer necessary or useful to Douglas County and that the public will not be materially injured by the abandonment, but a Public Utility Easement is still useful; and

NOW THEREFORE, be it ordered by the Douglas County Board of County Commissioners that the aforesaid strip of land utilized for public roads and utilities easement purposes, as described and depicted in the attached Exhibit "A", is hereby abandoned to the adjacent property owner of APN 1320-02-002-024 reserving therefrom a Public Utility Easement from the same strip of land.

IN WITNESS WHEREOF, The Parties have caused these presents to be executed the day and year first above written.

Dated: _____

By: _____
Mark Gardner, Chairman
Douglas County Board of County Commissioners

State of Nevada)
) SS:
County of _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Mark Gardner, Chairman on behalf of Douglas County, Nevada.

By:_____
Notary Public

Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION
MOORE LANE

All that certain real property situate within a portion of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 2, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

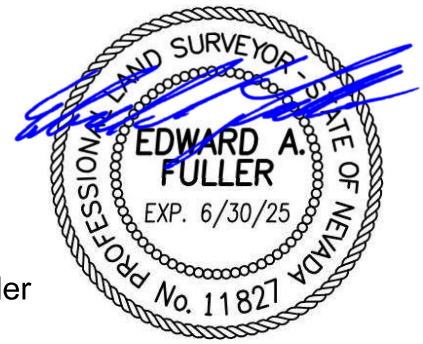
BEING a strip of land, 25 feet in width, lying southerly of adjacent to and parallel with the northerly line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section 2, Township 13 North, Range 20 East, MDM.

EXCEPTING THEREFROM, the westerly 30 feet, more or less, dedicated to Douglas County per Document No. 19162, recorded November 27, 1961, Official Records of Douglas County, Nevada.

Reserving a 5-foot-wide strip of land along the northerly boundary as a Public Utility Easement.

CONTAINING: 32,284 Square Feet of land, more or less.

Basis of Bearings: Identical to Record of Survey for Wellman Joint Trust & Credit Shelter Trust, recorded August 14, 2024, Official Records of Douglas County, Nevada.



Edward A. Fuller
P.L.S. 11827

3/14/2025

PREPARED BY
Fuller Consulting, PLLC
A Professional Limited Liability Company
2543 HENNING LANE, MINDEN, NV. 89423
(775) 842-3690 NVSRVYR@YAHOO.COM

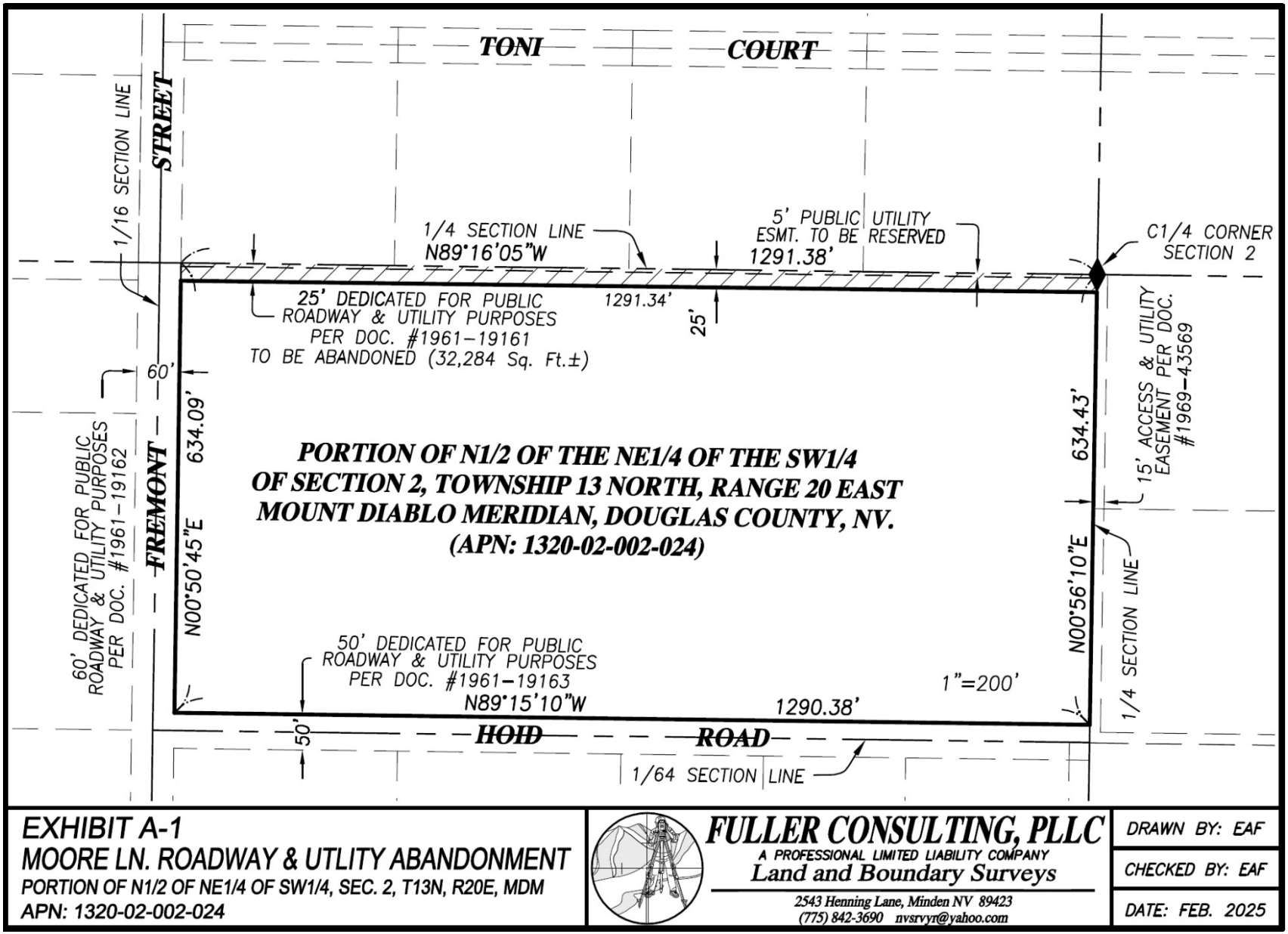


EXHIBIT A-1
MOORE LN. ROADWAY & UTLITY ABANDONMENT
PORTION OF N1/2 OF NE1/4 OF SW1/4, SEC. 2, T13N, R20E, MDM
APN: 1320-02-002-024

FULLER CONSULTING, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Land and Boundary Surveys
2543 Henning Lane, Minden NV 89423
(775) 842-3690 nvsrvyr@yahoo.com

DRAWN BY: EAF
CHECKED BY: EAF
DATE: FEB. 2025

MATUSKA
LAW OFFICES
Michael L. Matuska, Attorney at Law

February 9, 2026

Via Email
Jeremy Hutchings, P.E.
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue
P.O. Box 218
Minden, NV 89423
jhutchings@douglasnv.us

Re: *2495 Fremont Street*
DP25-0074

Dear Mr. Hutchings:

Please accept this letter on behalf of Ksenia Timonina of Big Bar Ranch LLC ("Applicant") in response to Staff Report for DP 25-00074 Moore Lane Public Right of Way and Utilities Easement Abandonment. Application DP 25-00074 seeks abandonment of the right-of-way along the northerly boundary of Applicant's parcel located at 2495 Fremont Street ("Subject Parcel"). Please ensure that these comments and attached documents are included in the record for consideration by the Douglas County Board of County Commissioners.

1. **Overview**

The January 26, 2026 Staff Report confirms that:

- Moore Lane was dedicated 55 years ago, in 1961, and has never been improved. (Staff Report at p. 2).
- "Moore Lane is not specifically referenced in the 2017 Douglas County Transportation Plan . . ." (Staff Report at p. 2).
- "The application for abandonment has been supported by Public Work's transportation engineer (see Appendix)." (Staff Report at p. 2).
- "The applicant has supplemented the original application with exhibits showing the difficulty of constructing Moore Lane as a public road (see screenshot below)." (Staff Report at p. 4).
- "The fill slopes needed to support the road would encroach outside of the existing ROW." (Staff Report at p. 4).

775-350-7220 Phone
775-350-7222 Fax
mlm@matuskalawoffices.com
Licensed in Nevada and California
2310 South Carson Street, #6
Carson City, NV 89701
www.matuskalawoffices.com

- "Construction would require retaining walls and could be cost prohibitive." (Recommendation 1, Staff Report p. 4).

In light of the foregoing, it seems unlikely, and maybe impossible, that Moore Lane will ever be improved. Nevertheless, the Staff Report recommends denying Application DP 25-00074 as follows:

> **V. Recommendation**
> Staff finds that the public may be materially injured from the proposed vacation and therefore recommends denial of DP 25-0074 based on the following reasons:
>
> 1. Access. Certain residents south of Toni Court have opposed the vacation of the Moore Lane right-of-way because they have historically used the right-of-way to access Fremont Street from the south end of their parcels. Their access has already been inhibited by the applicant's unpermitted installation of a fence across and along the Moore Lane right-of-way, and it would be further inhibited if the right-of-way were vacated. This loss of actual access is considered by staff to be a material injury.
>
>   Note that residents east of Mackay Way have also opposed the vacation of the Moore Lane right-of-way because they believe it may be needed to access their parcels in the future. While it is true that Moore Lane could potentially be improved to connect Fremont Street to Mackay Way, construction would require retaining walls and could be cost prohibitive. Also, loss of a potential access is not necessarily a material injury under Nevada law. Furthermore, it is unclear how construction of Moore Lane from Fremont Street to Mackay Way would actually enhance access to parcels east of Mackay Way, as (1) Mackay Way already connects to Fremont Street via Hoid Road; and (2) the access issue experienced by residents east of Mackay Way arises out of the narrowness of Mackay Way, not Mackay Way's connection to Fremont Street.
>
> 2. Utilities. The power company has requested a public utility easement (PUE) be reserved along a portion of the right-of-way, and the Public Works Department has requested a PUE be reserved along the entire right-of-way. Since these utilities require the reservation of a PUE, it does not make sense to abandon the right-of-way for utilities or access at this time.
>
> If the Board believes the ROW can be abandoned, Staff recommends reserving a PUE out of the abandonment as required by the power company and our Public Works Department.

This letter does not need to address Staff's reason No. 2. Pursuant to NRS 278.480 (cited below), the order of abandonment may be conditioned on reserving utility easements. Applicant

has already confirmed with Staff that she will "cooperate in securing any utility easements that are needed as part of this abandonment." [1-1].

Rather, this letter addresses Staff's reason No. 1 and explains why the unsupported claim by certain residents of Toni Court of "historical use" of the right-of-way to access Fremont Street from the south end of their parcels is not evidence of a material injury to the public. Additionally, this letter briefly addresses why the remote possibility that "Moore Lane could *potentially* be improved to connect to Mackay Way in the future" is also not evidence of a material injury to the public.

2. Standard of Review

The Abandonment Application was submitted pursuant to DCC 20.768.050 which incorporates NRS 278.480. DCC 20.768.050 states in its entirety as follows:

> 20.768.050 Vacation or abandonment of street or easement. Any abutting property owner desiring the vacation or abandonment of any street or easement or portion thereof shall file a petition in writing with the department. The petition for vacation or abandonment of the street or easement shall be processed in accordance with the procedures set forth in NRS 278.480. A vacation or abandonment of a street or easement may be approved in conjunction with the approval of a tentative map pursuant to NRS 278.349. The board may initiate the vacation or abandonment of a street or easement by resolution. (Ord. 1311, 2010; Ord. 801, 1998; Ord.763, 1996; Ord. 390, 1981)

NRS 278.480 is too long to quote in its entirety. The most relevant portion is subsection 5 which states as follows:

> **NRS 278.480 Vacation or abandonment of street or easement: Procedures, prerequisites and effect; appeal; reservation of certain easements; sale of vacated portion.**
> * * * *
> 5. Except as otherwise provided in subsections 6 and 11, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that ***the public will not be materially injured*** by the proposed vacation, it ***shall order*** the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.3195.

(emphasis added).

Based on the foregoing, a finding that the "public will not be materially injured" by the proposed abandonment requires an order vacating the right of way. The findings must be supported by "substantial evidence." *City of Reno v. Estate of Wells*, 110 Nev. 1218, 1221, 885 P.2d 545, 548 (1994). Any finding of injury must identify an actual injury, not one that may occur in the future, and the injury must be material. *Id*.

3. **The Governing Legal Standard Requires Substantial Evidence of Material Injury**

Staff's main reason for recommending denial of Application DP 25-00074 is based on the claim that certain residents south of Toni Court would be materially injured by the vacation of the Moore Lane right-of-way because they have historically used the right-of-way to access Fremont Street from the south end of their parcels. However, such recommendation is unsupported by any evidence, and would not result in a "material injury" even if it were true.

Two cases from the Nevada Supreme Court help define the material injury standard used in NRS 278.480. In *City of Reno v. Estate of Wells*, 110 Nev. 1218, 885 P.2d 545 (1994), Sandberg and Apple filed an application to abandon an unimproved right of way that divided their properties and connected Circle Drive to Wells' property which already had improved, legal access from Brown Street to the north. The unimproved right of way served no purpose for the city, and the fire department did not oppose the abandonment. Wells objected to the proposed abandonment on the basis that "it would take away potential opportunities to develop its property into smaller residential lots." *Id*. at 1220, 547. Wells did not, however, have an actual plan to develop his property or a time frame in which to do so. The city council found that the public would not be "materially injured" and unanimously approved the abandonment. Wells challenged the city council's action by filing a petition for a writ of mandamus in the district court in which it stressed the lack of a public benefit. The district court was persuaded and granted the writ of mandamus. The case was appealed to the Nevada Supreme Court which vacated the writ of mandamus and explained as follows:

> We therefore conclude that the district court erred when it focused on the benefits of abandonment, rather than any "material injury" the abandonment may cause. The lower court did mention, without discussion, that it found a "public detriment" associated with the abandonment. However, the court's unsupported conclusory remark does not constitute a well-reasoned finding of "material injury to the public" for three reasons: (1) the "injury" the district court refers to is nonexistent, and may spring into existence, if at all, only if and when Wells decides to proceed with the development of its property; (2) the legislature's use of "material" as a modifier of "injury" implies that a mere detriment is insufficient to defeat a proposed abandonment; and (3) the district court failed to cite any dispositive facts in support of its remark.

Id. at 1221-1222, 548.

The Nevada Supreme Court further explained that the finding of lack of material injury is supported by the lack of any "current" benefit that the unimproved right of way provides.

> The Council was informed, and we have no reason to question the evidence on appeal, that the right-of-way does not currently provide access to any party or emergency vehicles (nor will it be necessary for any party or emergency vehicles to access the property through the right-of-way if the property is developed in the future), and the City has no intention of developing or using the right-of-way.

Id. at 1222, 548.

In the present case, a finding of material injury has to be based on substantial evidence of a loss of actual use, and not on unsubstantiated claims or loss potential use. The Moore Lane right-of-way is not improved and provides no current benefit to any party. Therefore, according to *City of Reno v. Estate of Wells*, abandonment of the unimproved right-of-way cannot be a detriment or material injury to the public.

4. **An Unsupported Claim of "Historical Use" Does Not Constitute Substantial Evidence That the Abandonment Will Cause Material Injury to the Property Owners Along Toni Court**

Staff's recommendation to deny abandonment relies on statements provided by certain residents south of Toni Court who claim they have historically used the right-of-way to access Fremont Street from the south end of their parcels. The Staff Report provides no evidence to support this statement. The claim that the Toni Court residents have at times used the right-of-way is also misleading. In its current state, use of the subject Moore Lane right-of-way is impossible. The photo on Page 9 of the Staff Report shows the neighbor's white fence and the photo on Page 10 shows the old, barbed wire abutting the new fence as well as the steep slope, trees and natural vegetation. Aerial photos do not show any impact on the right-of-way for the Toni Court properties. In other words, the right of way is simply inaccessible and was already fenced off before Applicant installed the new fence.

These are generalized statements that neighbors have historically traveled through the area. Such statements, without proof of actual reliance on the dedicated right of way, do not constitute substantial evidence of material injury. The only "historical use" that has occurred by Toni Court residents has stemmed from certain Toni Court residents using the Applicant's private driveway. The photograph on Page 1 of the Staff report demonstrates that the right-of-way has trees and natural vegetation. There is one very small portion that is lacking vegetation because residents of Toni Court have improperly utilized the Applicant's driveway to then drive across the undeveloped right-of-way. Travel across private property is not lawful use of a public easement and cannot form the basis for a finding of material injury. Neighbors have also improperly used the

Applicant's driveway to park various cars which can be seen by the photograph attached to this letter. (See September 24, 2024 Photograph) [3-1].

Sherly Turner, a Toni Court Resident, voiced her concern over the abandonment stating as follows:

> The right of way in question runs directly along my property line and serves as the primary access route to my barn. Should this easement be abandoned, access to the barn would be cut off, creating significant hardship for me and limiting my ability to maintain and use my property as intended.
>
> [See attachment to Staff Report.]

Ms. Turner's claims are inaccurate and misleading. The photograph on Page 1 of the Staff Report clearly shows that Ms. Turner has access to her barn from Toni Court. The whole property is graded, and there is no indication that there is anything on her own property that would block her from accessing her barn by entering from Toni Court. Moreover, just as with the "historical use" by other residents discussed above, Ms. Turner is only able to gain access to the barn from the right-of-way by first illegally trespassing on the Applicant's driveway.

Additionally, the Nevada Supreme explained in the unpublished case of *Elgohary v. Washoe County*, No. 84611 (Nev. 2023) that the material injury has to be caused by the abandonment.

> Second, the BCC's affirmance of the Planning Commission's finding that there is no material injury to the public is also supported by substantial evidence. Ample evidence in the record reflects that the abandonment will not materially change the cul-de-sac or the narrowness of Pahute Road. Elgohary conflates the material injury from the long standing, pre-abandonment encroachment of the home on the public right-of-way with the material injury of the abandonment. Elgohary's arguments regarding material injury from the narrowness of Pahute Road and the limited turnaround capacity exist both with and without the abandonment.
>
> See *Elgohary v. Washoe County*, No. 84611 (Nev. 2023).

In the present case, the "injuries" claimed by Toni Court residents are not caused by the abandonment of the right-of-way and exist even without the abandonment because the right-of-way has never been improved and has no access point that does not involve the illegal use of the Applicant's driveway.

As a result, the recommendation to deny the abandonment is contradictory. The Staff Report admits that not only has the right-of-way never been improved or developed, but also that it would be impractical to develop the right-of-way. The construction would "require retaining walls and could be cost prohibitive." (Staff Report p. 4-5). There cannot be material injury from

the abandonment of a right-of-way that is not going to be developed or used. Further, as stated, travel across the Applicant's private driveway is not lawful use of a public easement and cannot form the basis for a finding of material injury. An unimproved right-of-way that has never functioned as an access route cannot logically be characterized as necessary for continued public use.

5. **Parcel Maps Confirm Toni Court Residents Possess Independent Legal Access**

Even if the residents of Toni Court may have infrequently trespassed on Applicant's property to access the right-of-way in the past, their legal and primary access is from Toni Court. The 1978 parcel map for the Toni Court properties does not even show the Moore Lane right-of-way. (See Parcel Map #3 for Don Rooker recorded April 21, 1978, in Book 478 of Maps, at Page 1255, Doc. No. 19853, Official Record of Douglas County, Nevada) [1-7]. There is no documentation to support a finding of any intent for those parcels to use the Moore Lane right-of-way to access Fremont Street and they will not suffer material injury by the abandonment. This is significant for two reasons. First, abandonment cannot cause a loss of rights that never existed. Second, the presence of dedicated access defeats any claim that the Toni Court residents will be landlocked or otherwise materially harmed.

At most, the objections suggest a preference for maintaining a potential alternate route. However, speculative concerns or convenience-based arguments do not rise to the level of substantial evidence of a material injury required to deny abandonment. The relevant inquiry is not whether the right-of-way could theoretically benefit someone at some point, but whether the abandonment creates a real and demonstrable harm. Because the residents of Toni Court retain unimpeded, improved, legal access from Toni Court, no such harm exists.

6. **There is No Planned or Practical Connection Between Moore Lane and Mackay Way, and Any Claimed Injury Exists Independent of the Abandonment**

The Staff Report suggests that Moore Lane could potentially be improved to connect with Mackay Way in the future. However, the record demonstrates that no such plan exists and that a connection is neither practical nor likely. The Staff Report omits any information on the slope of the right-of-way, which according to the Applicants surveyor and designated agent, exceeds 14%. (See middle photo on p. 4). In fact, the Staff Report essentially concedes that Moore Lane cannot be improved. Due to the steep terrain, it would not meet current building and development codes. Moreover, the Staff Report actually acknowledges at page 4 that "the fill slopes needed to support the road would encroach outside of the existing ROW." Although the Staff Report mentions the possibility of "retaining walls" in its Recommendation on page 5, that is simply underscoring how difficult, impractical and unlikely it is that Moore Lane will ever connect to Mackay Road. Again, there can be no material injury to the public for abandoning a right of way that cannot be improved in any practical sense.

Moreover, both roadways would need to be significantly improved and extended to create the hypothetical connection — something that has not occurred since 1961, with no evidence of any present intent to do so. Mackay Way itself is a private easement created in 1977, and the Toni Court residents do not have the legal right to use Mackay Way.

The parcel map establishing the Hoid Road / Mackay Way parcels does not rely on the Moore Lane right of way for access. See Parcel Map for Ed Hoid recorded January 4, 1977, Book 177, Page 77, Doc. 05892, Official Records of Douglas County, Nevada) [4-1]. The Mackay Way easement has only been improved to the northwest corner of 1710 Hoid Road (APN 1320-02-002-206), and neighboring owners have had decades to extend it but have never done so. They cannot claim the loss of a connection that has never existed.

Even assuming a connection were created, it would not resolve the concerns raised by the Hoid Road/Mackay Way residents. Their stated difficulty arises from the width and configuration of their existing 15-foot easement — conditions that exist regardless of whether Application DP 25-00074 is approved or not. The Nevada Supreme Court has made clear that material injury must be caused by the abandonment itself, not by longstanding preexisting conditions. Because the problems that the Hoid Road / Mackay Way residents complain about exist both with and without the abandonment, those issues cannot justify denial Application DP 25-00074.

For these reasons, the speculative possibility of a future roadway connection — coupled with private access concerns that predate this application — does not amount to substantial evidence of material injury and do not prevent approval of Application DP 25-00074.

7. **Conclusion**

The residents along Toni Court have access to Fremont Street from Toni Court and the residents along Hoid Road / Mackay Way have access from their easement and Hoid Road, all as shown on the maps provided herewith. The dissatisfaction of the Hoid Road / Mackay Way residents with their current 15' easement exists independent of the Application DP 25-00074 and does not amount to a material injury within the meaning of NRS 278.480. Moore Lane has never been improved and likely cannot be improved due to the terrain and slope. The proposed abandonment would not alter existing conditions, and therefore would not cause material injury to the public within the meaning of NRS 278.480.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By: Michael L. Matuska
MICHAEL L. MATUSKA

MLM/st

Cc: Client
Edward “Andy” Fuller, PLS

Encl.

[1-1:1-3] November 6, 2025 Email from Michael L. Matuska, Esq.
[1-4:1-5] October 5, 2025 Letter from Michael L. Matuska, Esq.
[1-6] October 26, 2025 Response from Mary Coscarart
[1-7] Parcel Map 3 for Don Rooker (Toni Court Parcels)
[2-1] November 6, 2025 Email from Michael L. Matuska, Esq.
[2-2] November 6, 2025 Text from S. Taylor (2485 Mackay Way, 1320-02-002-025)
[3-1] September 24, 2024 Photograph
[4-1] Parcel Map for Ed Hoid (Hoid Rd. / Mackay Way)

Michael Matuska

From:	Michael Matuska
Sent:	Thursday, November 6, 2025 10:58 AM
To:	Jeremy Hutchings; Alex Hames
Cc:	Andy Fuller
Subject:	RE: DP 25-0074 Moore Lane Abandonment
Attachments:	Hoid Properties.pdf; M. Coscarart ltr.pdf; Document 1978-19853_Parcel Map #3 for Don Rooker (19780421).pdf

Hello, Jeremy.

Please accept this email as a formal request to add the three attached documents to the record for this pending application. The first document is my letter to the Hoid Road property owners. The second document is the negative response from the Coscararts. The third document is the Parcel Map for the Toni Court properties, which shows Toni Couret as the legal access and only access and does not show the row as access for those properties.

Also, if I did not previously provide you with formal confirmation that the applicant will cooperate in securing any utility easements that are needed as part of the abandonment, please accept this email as formal confirmation of the same.

At this time, it does not look like the Hoid property owners wish to engage in a collaborative process, so we would like to have the application placed back on the agenda for one of the upcoming commissioners' meetings. I will be out of the office the first week of December, so this likely pushes it back to January.

Please let me know on the scheduling and whether there will be any modification to the staff report.

Thank you.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222



www.matuskalawoffices.com

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From: Jeremy Hutchings <jhutchings@douglasnv.us>
Sent: Wednesday, September 24, 2025 9:40 AM
To: Michael Matuska <mlm@matuskalawoffices.com>; Alex Hames <ahames@douglas.nv.gov>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Hi Andy,

I can confirm download of three pdf files, and will add them to the project file:

- DP25-0074 Grading Exhibit
- Moore Lane Abandonment Site Phots 08-2024
- Moore Lane Abandonment Site Phots 09-2025

We are still on hold with the application at your request. FYI.

Jeremy J. Hutchings, P.E.
County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
1594 Esmeralda Avenue
Minden, NV 89423
775.782.9063
jhutchings@douglasnv.us
www.douglascountynv.gov
AI may have assisted in generating this reply.

DOUGLAS COUNTY
NEVADA

From: Michael Matuska <mlm@matuskalawoffices.com>
Sent: Tuesday, September 23, 2025 5:52 PM
To: Jeremy Hutchings <jhutchings@douglasnv.us>; Alex Hames <ahames@douglas.nv.gov>
Cc: Andy Fuller <nvsrvyr@yahoo.com>
Subject: RE: DP 25-0074 Moore Lane Abandonment

Thank you, Jeremy and Alex for the meeting. I just shared three pdf files with Jeremy via OneDrive, the grading exhibit and sets of photos. Please let me know if that worked. If not, I will try to share through the share feature on my case system.

Thank you.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, #6
Carson City NV 89701
(T) 775/350-7220
(F) 775/350-7222



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MATUSKA
LAW OFFICES

Michael L. Matuska, Attorney at Law

October 15, 2025

Via Certified Mail, Return Receipt Requested

William Stephen Taylor
Karin Marie Mracek
2495 Mackay Way
Minden, NV 89423

David Coscarart, Trustee
Mandy Coscarart, Trustee
1710 Hoid Road
Minden, NV 89423

Ronald Harpin
Linda Harpin
1714 Hoid Road
Minden, NV 89423

Carl T. Johnson
Unkyung C. Johnson
1720 Hoid Road
Minden, NV 89423

Re: Big Bar Ranch LLC, 2495 Fremont St., APN 1320-02-002-024

Dear All:

By way of introduction, I represent Big Bar Ranch LLC, owner of the above-identified property (the "Property"). You may be aware that Big Bar Ranch currently has a pending Abandonment Application DP 25-0074 concerning a 25' right of way along the north side of the Property (the "ROW"). I am aware that you may have submitted letters concerning the pending abandonment application. My understanding is that you access your properties from Hoid Road and then from the 15' Mackay Way easement as shown on the 1975 Parcel Map for Ed Hoid Doc# 005892 ("Hoid Parcel Map"). Although the Hoid Parcel Map shows Mackay Way extending to the ROW that is the subject of my client's abandonment application, Mackay Way has not in fact been improved to the ROW, there is no plan to do so, and due to the steep and rugged terrain, you would not be able to access Fremont Street from the ROW even if Mackay Way were extended to the ROW.

Rather, my understanding of your concern is that the fence erected by Big Bar Ranch near the east side of its Property line has made it more difficult for vehicles to navigate the 90-degree, right hand turn that is approximately 329.90' along Mackay Way. For starters, you may be aware that the fence is set inside of Big Bar Ranch's eastern property line, so you actually have slightly more than 15' of room on Mackay Way. If more room is needed, it seems you can obtain that additional room from the Coscarart Parcel 1 and Taylor Parcel 2. Also, the easement through your properties makes additional 90-degree turns. As such, it seems that the problems you experience with your easement exist independently of the pending abandonment application, and that you should be looking at some improvements to the easement in addition to the 90-degree turn at the Coscarart and Johnson Parcels near my client's Property. This will require review by a civil engineer to identify some of the causes of the problems you are experiencing and to offer some options to address those problems.

775-350-7220 Phone
775-350-7222 Fax
mlm@matuskalawoffices.com

Licensed in Nevada and California

2310 South Carson Street, #6
Carson City, NV 89701
www.matuskalawoffices.com

Big Bar Ranch is willing to pay its proportionate share of the costs for the engineering review and will consider the options. To the extent you might ask to use some of Big Bar Ranch's land area to create more turning room, you will of course need to provide an acceptable liability agreement and identify Big Bar Ranch as an additional insured on your insurance policies.

Please talk amongst yourselves and one of you can let me know if you wish to proceed. If I do not hear from you within 30 days, I will assume you have dropped the matter, and I will ask Douglas County to proceed with DP 25-0074 accordingly.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By: Michael L. Matuska
Michael L. Matuska, Esq.

David Coscarart, Trustee
Mandy Coscarart, Trustee
1710 Hoid Rd
Minden, NV 89423

October 26, 2025

Dear Matuska Law Office & Big Bar Ranch LLC,

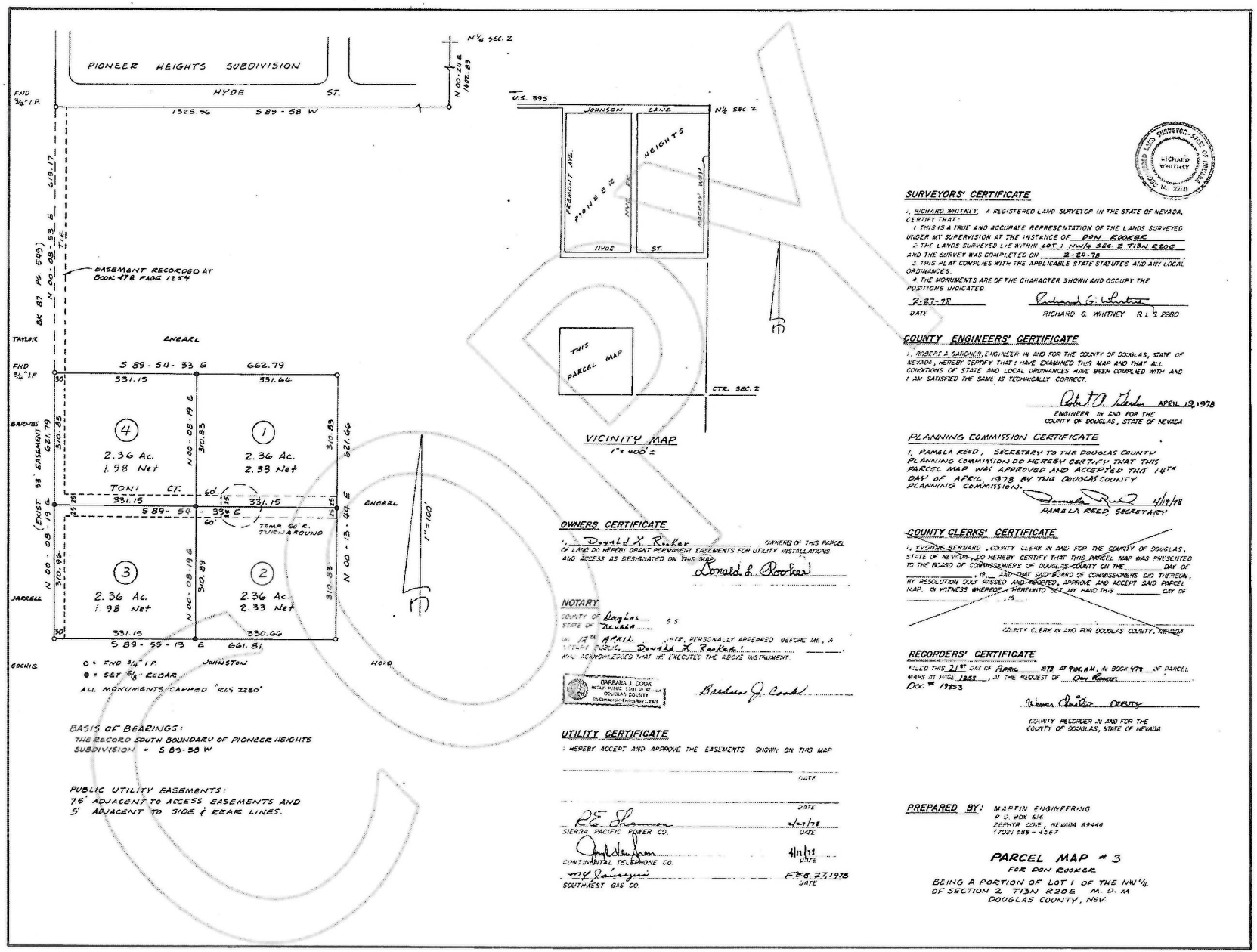
Re: Big Bar Ranch, LLC. 2495 Fremont St., APRN 1320-02-002-024

Mr. Coscarart and I are in receipt of your letter dated October 15, 2025, and do not agree with your request. The issue is that this letter states that Big Bar Ranch, LLC will only consider the options, not that they are willing to assist with a solution to access to homes mentioned in the letter. Douglas County may not have had any previous plans to use the 25 foot right of way on the North side of Big Bar Ranch, LLC's property, but it does belong to them and they do have the option to, specifically if it is for the best of the community. In addition, we will not add Big Bar Rach, LLC to our insurance as an additional insured.

Sincerely,

Mandy Coscarart

Mandy Coscarart



BASIS OF BEARINGS:
THE RECORD SOUTH BOUNDARY OF PIONEER HEIGHTS SUBDIVISION = S 89-58 W

PUBLIC UTILITY EASEMENTS:
7.5' ADJACENT TO ACCESS EASEMENTS AND 5' ADJACENT TO SIDE & REAR LINES.

OWNERS CERTIFICATE

I, Donald L Rooker OWNER OF THIS PARCEL OF LAND DO HEREBY GRANT PERMANENT EASEMENTS FOR UTILITY INSTALLATIONS AND ACCESS AS DESIGNATED ON THIS MAP.

Donald L Rooker

NOTARY

COUNTY OF Douglas
STATE OF NEVADA } S S

ON 12TH APRIL, 1978 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, Donald L Rooker WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE INSTRUMENT.

BARBARA J. COOK
NOTARY PUBLIC STATE OF NEVADA
DOUGLAS COUNTY
My Commission Expires May 2, 1979

Barbara J. Cook

UTILITY CERTIFICATE

I HEREBY ACCEPT AND APPROVE THE EASEMENTS SHOWN ON THIS MAP

DATE

DATE

R E Shannon — 4/12/78
SIERRA PACIFIC POWER CO. DATE

Jay L Newman — 4/12/78
CONTINENTAL TELEPHONE CO. DATE

M J Iannini — FEB. 27, 1978
SOUTHWEST GAS CO. DATE

SURVEYORS' CERTIFICATE

I, RICHARD WHITNEY A REGISTERED LAND SURVEYOR IN THE STATE OF NEVADA, CERTIFY THAT:
1 THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF DON ROOKER
2 THE LANDS SURVEYED LIE WITHIN LOT 1 NW¼ SEC. 2 T13N R20E AND THE SURVEY WAS COMPLETED ON 2-20-78
3 THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES.
4 THE MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED

RICHARD WHITNEY — NEVADA — 2280

2-27-78
DATE

Richard G. Whitney
RICHARD G. WHITNEY R.L.S 2280

COUNTY ENGINEERS' CERTIFICATE

I, ROBERT A. GARDNER, ENGINEER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA, HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT ALL CONDITIONS OF STATE AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND I AM SATISFIED THE SAME IS TECHNICALLY CORRECT.

Robt A Gardner APRIL 19, 1978
ENGINEER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

PLANNING COMMISSION CERTIFICATE

I, PAMELA REED, SECRETARY TO THE DOUGLAS COUNTY PLANNING COMMISSION DO HEREBY CERTIFY THAT THIS PARCEL MAP WAS APPROVED AND ACCEPTED THIS 14TH DAY OF APRIL, 1978 BY THE DOUGLAS COUNTY PLANNING COMMISSION.

Pamela Reed 4/17/78
PAMELA REED, SECRETARY

COUNTY CLERKS' CERTIFICATE

I, YVONNE BERNARD, COUNTY CLERK IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA DO HEREBY CERTIFY THAT THIS PARCEL MAP WAS PRESENTED TO THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON THE ____ DAY OF _____, 19__ AND THAT SAID BOARD OF COMMISSIONERS DID THEREON, BY RESOLUTION DULY PASSED AND ADOPTED, APPROVE AND ACCEPT SAID PARCEL MAP. IN WITNESS WHEREOF I HEREUNTO SET MY HAND THIS ____ DAY OF _____, 19__

COUNTY CLERK IN AND FOR DOUGLAS COUNTY, NEVADA

RECORDERS' CERTIFICATE

FILED THIS 21ST DAY OF APRIL, 1978 AT 9:00 A.M., IN BOOK 478 OF PARCEL MAPS AT PAGE 1255, AT THE REQUEST OF Don Rooker
Doc # 19853

Norma Doyle DEPUTY

COUNTY RECORDER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

PREPARED BY: MARTIN ENGINEERING
P.O. BOX 616
ZEPHYR COVE, NEVADA 89448
(702) 588-4367

PARCEL MAP # 3

FOR DON ROOKER

BEING A PORTION OF LOT 1 OF THE NW¼ OF SECTION 2 T13N R20E M.D.M. DOUGLAS COUNTY, NEV.

Doc 19853
ROOKER

Michael Matuska

From: Michael Matuska
Sent: Thursday, November 6, 2025 1:26 PM
To: Jeremy Hutchings; Alex Hames
Cc: Andy Fuller
Subject: RE: DP 25-0074 Moore Lane Abandonment
Attachments: Text from Steve Taylor 20251019.pdf

One more item to please include. Copy of a friendly text from Steve Taylor on October 19, 2025 – no objection.

Michael L. Matuska
MATUSKA LAW OFFICES, LTD.
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Good morning! How's the project going? We got the letter from your lawyer. No argument from us over your fence lines (as I let the city know weeks ago). Hope you get to move in soon! Steve
11/06/25 1:03 PM

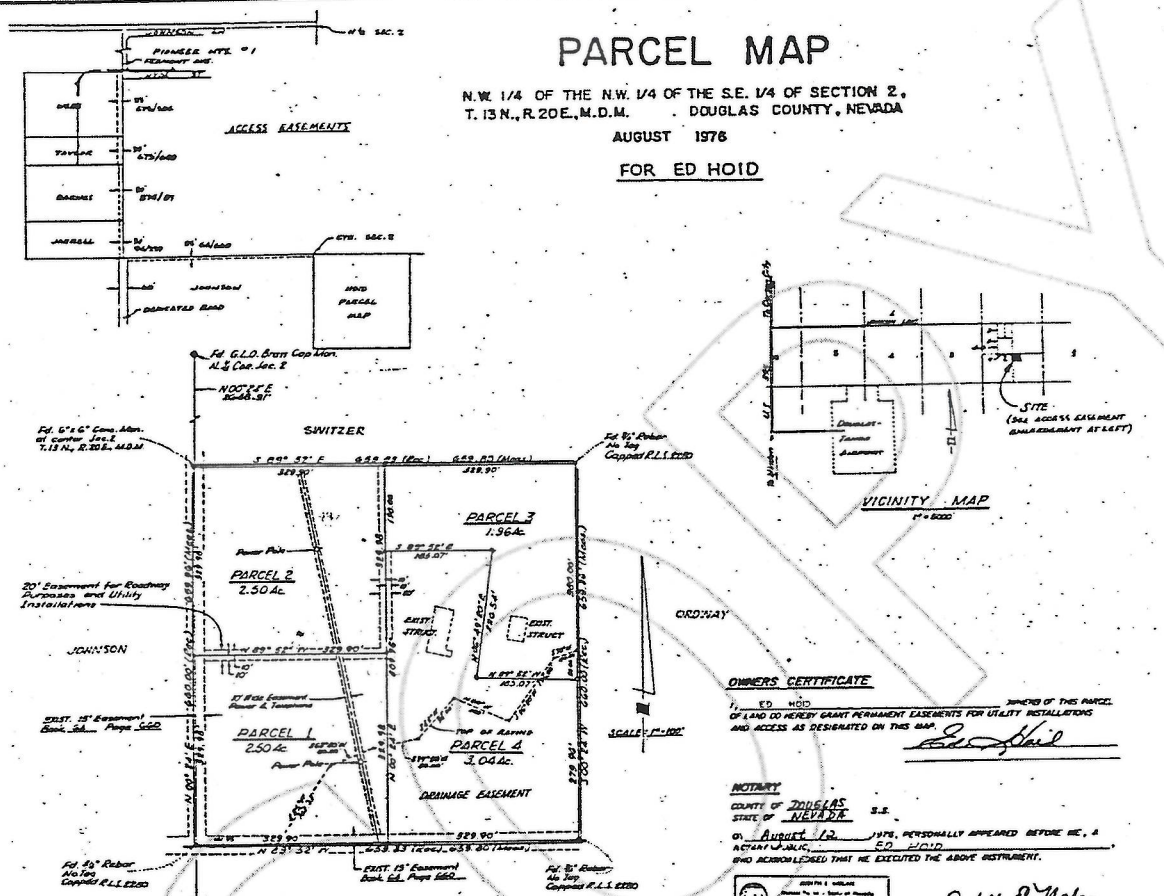

5:23
Sep 24, 2024
7:36 PM • Johnson Lane, NV

PARCEL MAP

N.W. 1/4 OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 2,
T. 13 N., R. 20 E., M.D.M. . DOUGLAS COUNTY, NEVADA

AUGUST 1976

FOR ED HOID



Note: "Any further division of any of these parcels constitute a subdivision within the meaning and intent of N.R.S. 278.320 and Douglas County Code 16.08.110, and must comply with all subdivision requirements including paved street widths, and providing access to these parcels from Johnson Lane."

ACCESS DOCUMENTATION: 1. JOHNSON LANE
1. FREEMONT AVE., PIONEER MTN. #1
3. IVERS BK G75 PG 584
4. TAYLOR BK G75 PG 688
5. BARNETT BK 614 PG 67
6. JARRELL BK 34 PG 528
7. JOHNSON BK 64 PG 660

SURVEYORS' CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA AND FIELD SURVEY INFORMATION IN CONFORMANCE WITH THE REQUIREMENTS OF THE NEVADA REVISED STATUTES No. 278 AT THE REQUEST OF ED HOID

IN AUGUST, 1976 I HEREBY CERTIFY THAT ALL PROVISIONS OF ALL APPLICABLE STATE LAWS AND LOCAL OR ORDINANCES HAVE BEEN COMPLIED WITH, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RICHARD G. WHITNEY R.L.S. 2280

COUNTY ENGINEERS' CERTIFICATE

I, ROBERT A GARDNER, ENGINEER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA, HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT ALL CONDITIONS OF STATE AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND I AM SATISFIED THE SAME IS TECHNICALLY CORRECT.

Robt A Gardner 12/1/76

ENGINEER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

OWNERS CERTIFICATE

I, ED HOID OWNERS OF THIS PARCEL OF LAND DO HEREBY GRANT PERMANENT EASEMENTS FOR UTILITY INSTALLATIONS AND ACCESS AS DESIGNATED ON THIS MAP.

Ed Hoid

NOTARY

COUNTY OF DOUGLAS
STATE OF NEVADA S.S.

ON August 12, 1976, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, ED HOID WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE INSTRUMENT.

Judith E. Nolan

UTILITY CERTIFICATE

I HEREBY ACCEPT AND APPROVE THE EASEMENTS SHOWN ON THIS MAP.

SIERRA PACIFIC POWER CO. — DATE 10-Aug-76

CONTINENTAL TELEPHONE CO. — DATE 11-Nov-76

DATE

DATE

DATE

COUNTY CLERKS' CERTIFICATE

I, MATTHEW BARNARD, COUNTY CLERK IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA, DO HEREBY CERTIFY THAT THIS PARCEL MAP WAS PRESENTED TO THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON THE 16th DAY OF November, 1976 AND THAT SAID BOARD OF COMMISSIONERS DID THEREON APPROVE AND ACCEPT SAID PARCEL MAP. IN WITNESS WHEREOF I HEREUNTO SET MY HAND THIS 22nd DAY OF November, 1976.

Matt Barnard
COUNTY CLERK IN AND FOR DOUGLAS COUNTY, NEVADA
By Bobbi McBurney Deputy

RECORDERS' CERTIFICATE

FILED THIS 4th DAY OF January 1977 AT 11:35 M., IN BOOK 177 OF PARCEL MAPS AT PAGE 77 AS THE REQUEST OF ED HOID.

Doc # 05892 Winnie Fraser (COUNTY)

COUNTY RECORDER IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

PREPARED BY: MARTIN ENGINEERING
P.O. BOX 616
JENNY CREEK, NEVADA 89440
(702) 265-4567

SHEET 1 of 1

HOID, ED - DOCUMENT #005892 - SEC 2 T13N R20E

Doc 05892 2-13-79 1865

ORIGINAL MAP UNABLE TO BE LOCATED IN OFFICIAL RECORDS AT RECORDERS

4-1-639


SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION ON DELIVERY
APN: 1320-02-002-025
Taylor, William Stephan Et AL*
2495 Mackay Way
Minden, NV 89423
9590 9402 9714 5199 4044 45
9589 0710 5270 2638 5626 50
APN: 1320-02-002-013
Velasquez, Nancy
1622 Golconda Court
Minden, NV 89423
9590 9402 9714 5199 4043 84
9589 0710 5270 2638 5626 98
APN: 1320-02-001-041
Hibbard Revoc Living Trust 2021
1663 Toni Court
Minden, NV 89423
9590 9402 9714 5199 4044 90
9589 0710 5270 1470 4528 46
APN: 1320-02-001-044
Linn, Daniel H & Judith A
1693 Toni Court
Minden, NV 89423
9590 9402 9714 5199 4044 38
9589 0710 5270 2638 5626 43
APN: 1320-02-002-021
Miller, Brian D & Michelle L
1679 Hoid Road
Minden, NV 89423
9590 9402 9714 5199 4045 06
9589 0710 5270 2638 5626 12
APN: 1320-02-002-022
Auchenbach, Brian
1659 Hoid Road
Minden, NV 89423
9590 9402 9714 5199 4043 91
9589 0710 5270 2638 5626 81
APN: 1320-02-002-026
Coscarart Family Trust ET Al
1710 Hoid Road
Minden, NV 89423
9590 9402 9714 5199 4041 62
9589 0710 5270 2638 5625 99
APN: 1320-02-002-035
Lockey 2022 Trust
1708 Devon Court
Minden, NV 89423
9590 9402 9714 5199 4044 21
9589 0710 5270 2638 5626 67
APN: 1320-02-001-020
McKinney, Revocable Living Trust
2504 Fremont Street
Minden, NV 89423
9590 9402 9714 5199 4043 60
9589 0710 5270 2638 5627 11
APN: 1320-02-002-027
Harpin, Ronald & Linda
1714 Hoid Road
Minden, NV 89423
9590 9402 9714 5199 4043 53
9589 0710 5270 2638 5627 35
APN: 1320-02-001-042
Turner Revocable Living Trust
1667 Toni Court
Minden, NV 89423
9590 9402 9714 5199 4044 52
9589 0710 5270 2638 5626 36
APN: 1320-02-001-045
Cuyler, Christopher E & Terry L
1707 Toni Court
Minden, NV 89423
9590 9402 9714 5199 4041 79
9589 0710 5270 2638 5625 82
APN: 1320-02-001-043
Enearl Family Trust
1679 Toni Court
Minden, NV 89423
9590 9402 9714 5199 4041 86
9589 0710 5270 2638 5629 57
APN: 1320-02-002-079
Ruby, Shirley
1646 Nansue Lane
Minden, NV 89423
9590 9402 9714 5199 4044 07
9589 0710 5270 2638 5627 28
APN: 1320-02-002-080
Stone, Justin Cole & Kristi Marie
2480 Freemont Street
Minden, NV 89423
9590 9402 9714 5199 4043 77
9589 0710 5270 2638 5627 04
APN: 1320-02-002-019
Salisbury Revocable Living Trust 2022
1691 Hoid Road
Minden, NV 89423
9590 9402 9714 5199 4041 55
9589 0710 5270 2638 5626 05
PS Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

AGENDA ITEM NO. 12.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **PUBLIC WORKS**

TITLE:
For possible action. Discussion to approve a new franchise agreement between Douglas County and Douglas Disposal, Inc. for solid waste, recyclable, and organic materials collection and processing services in the East Fork Township area of Douglas County. The Franchise Agreement includes the sub-lease by Douglas Disposal, Inc. of the County Transfer Station. The amount of the franchise fee Douglas County receives is equal to eight percent (8%) of gross receipts for all services performed by Douglas Disposal, Inc. under this Agreement. The annual sub-lease payment for use of the Transfer Station is $50,000. (Philip Ritger, Public Works Director)

RECOMMENDED MOTION:
Approve a Franchise Agreement between Douglas County and Douglas Disposal, Inc for solid waste, recyclable and organic material collection and processing services in the East Fork Township of Douglas County and sub-lease of Transfer Station, as presented.

FINANCIAL IMPACT:
The amount of the franchise fee is equal to eight percent (8%) of gross receipts for all services performed by Douglas Disposal, Inc under this Agreement. This fee is not changing and no increase is being requested by the County with execution of this new franchise agreement.

BACKGROUND:
Douglas Disposal, Inc. (DDI) provides solid waste collection on a voluntary basis to residential and commercial areas within Douglas County and more specifically to the East Fork Township within Douglas County. Douglas Disposal, Inc. was founded in 1978 and has been providing solid waste handling services to Douglas County residents and commercial entities since that time. DDI collects waste from its subscribers in the East Fork Township and transports it to the Douglas County Transfer Station off Dump Road in Douglas County. The Douglas County Transfer Station facility began

operation in 1999 upon closure of the Douglas County landfill site. Waste is sorted and recyclable and green waste materials are removed from the waste stream. The remaining materials are consolidated and then transported to one of their approved landfill sites.

The term of this Franchise Agreement shall commence on the date executed by all Parties (Commencement Date) and continue in full force for a period of twenty (20) years, through and including December 31, 2045, unless the Agreement is extended in accordance with Section 2 or terminated pursuant to Section 10. Upon the commencement date, all prior Agreement(s) shall terminate.

Douglas Disposal, Inc. shall pay a franchise fee to Douglas County each quarter in exchange for the exclusive rights granted under this Franchise Agreement, including the exclusive right to use County rights-of-way for collection vehicles and placement of carts for collection. The amount of the franchise fee shall be equal to eight percent (8%) of gross receipts, paid out of Douglas Disposal Inc.'s profit, for all services performed under this Agreement and shall be paid in equal quarterly installments, paid in arrears.

Customer Service Enhancements proposed in this new Franchise Agreement:
1) Increase the number of curbside subscriber clean-up days from two (2) times per year to four (4) times per year.
2) Add new service of two (2) free Transfer Station dump passes per residential customer for bulk item/debris drop-off.
3) Increase the recycling separation box locations from four (4) to six (6) within the valley.
4) Add an exemption to the Franchise to allow any person or entity to hire or contract with a third party to provide drop boxes (dumpsters) larger than eight (8) cubic yards to collect for disposal any Construction and Demolition Debris at their residence or business.

ATTACHMENTS:
2026-02-19_DDI Franchise Agreement_ALL Exhibits_FINAL.pdf

FRANCHISE AGREEMENT

BETWEEN

DOUGLAS COUNTY

AND

DOUGLAS DISPOSAL, INC.

FOR

SOLID WASTE COLLECTION, PROCESSING SERVICES AND TRANSFER STATION LEASE

FEBRUARY 19, 2026

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List of Franchise Exhibits

A. Definitions
B. Transfer Station Lease
C. Approved Facilities List
D. Recycling Services
E. Rate Setting Procedure
F. Douglas County East Fork Township Service Area

Franchise Agreement
between
Douglas County
and
Douglas Disposal, Inc.
for Solid Waste Collection, Processing Services and Transfer Station Lease

THIS FRANCHISE AGREEMENT is made and entered into as of **February 19, 2026,** between Douglas County, Nevada, a political subdivision of the State of Nevada (hereinafter "County"), and Douglas Disposal, Inc., a Nevada Corporation (NV19781000607) (hereinafter referred to as the "Contractor"). County and Contractor may at times herein be referred to individually as the "Party" or collectively as the "Parties".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, pursuant to NRS 244.187 and NRS 244.188, the Board of Commissioners has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste from certain residential, industrial and commercial areas in Douglas County (the "County"); and

WHEREAS, County and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, Contractor has certain property, equipment, infrastructure, and other investments in Douglas County, which will enable it to perform under the terms of this Agreement; and

WHEREAS, Contractor is the owner of certain real property situated in Douglas County, Nevada, Assessor's Parcel Number (APN 1221-18-000-006) being more particularly described on **Exhibit B.**

WHEREAS, Contractor has represented and warranted to County that it has the experience, responsibility and qualifications to arrange with residents, commercial, industrial, institutional and other entities in the East Fork Township (**Exhibit F**) in the County for the collection and safe transport to disposal facilities of municipal Solid Wastes, and the Recycling of Recyclable Materials, the Board of Commissioners determined and finds that the public interest, health, safety and well-being would be best served if Contractor were to make arrangements with residents and other entities to perform these services; and

WHEREAS, County has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of Solid Waste; and

WHEREAS, the County further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Solid Waste, Recyclable Materials, and Organic Materials; and

WHEREAS, the County desires, having determined that Contractor, by demonstrated experience, reputation and capacity is qualified to provide for both the Collection of Recyclable Materials, Organic Materials, and Solid Waste within the limits of the East Fork Township within the County and the Transportation of such material to appropriate places of Processing, Recycling, and/or Disposal, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS, the County and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

WHEREAS, this franchise grants Contractor the privilege to use County streets to provide its services, including running Collection routes with large vehicles and other heavy equipment that causes damage and wear and tear on County streets in excess of that caused by day-to-day travel, and the right to use County streets for placement of Bins for Collection, such that the parties agree that the franchise fee represents the reasonable value of the franchise and the reasonable cost to the County of granting the franchise.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.
GRANT AND ACCEPTANCE OF FRANCHISE

1.1 GRANT AND ACCEPTANCE OF FRANCHISE

A. The County grants to Contractor and Contractor accepts an exclusive franchise within the limits of the East Fork Township within the County. The franchise granted to Contractor shall be for the scope of services described in this Agreement, subject to the limitations described in **Section 1.2** and except where otherwise precluded by NRS 244.188 or other Federal, State, and local laws and regulations.

B. County grants to Contractor, during the term hereof, the exclusive right or privilege to operate the Douglas County Transfer Station, wherein the Solid Waste, Recyclable Materials, Organics or other materials will be initially processed before it is transported by Contractor to an approved Landfill facility.

1.2 LIMITATIONS TO THE FRANCHISE

The award of this franchise shall not prevent Solid Waste, Recyclable Materials, Organics, or other listed materials from being delivered to, collected, and transported by others as set forth below[1]:

A. **Towns of Minden and Gardnerville.** The privilege does not apply within the boundaries of the unincorporated towns of Minden and Gardnerville, as from time to time expanded or adjusted by official annexation.

B. **Self-Haul**. A person or entity may haul or transport Solid Waste, Recyclable Materials, Organics or other materials generated by or from the person's residence or business for purposes of disposing the same in an approved landfill facility or transfer station. This exception does not permit or allow a person or entity to hire or contract with another person or entity, or use rented collection equipment with hired equipment operators, whether as an agent or independent contractor, to pick-up, remove, haul, dispose of or transport Solid Waste, Recyclable Materials, Organics or other materials with the exception of Construction and Demolition Debris as defined below.

C. **Construction and Demolition Debris**. The collection, removal, and Recycling of Construction and Demolition Debris in accordance with SIC Codes 152 through 1794, 1796, and 1799. Demolition

[1] Nothing in this Agreement is intended to or shall be understood to exempt any Person from obtaining the necessary authorization from the County as required by law to perform such tasks.

refers to SIC Code 1795. (Reference: Title 14 CCR Section 18720(a)(14).) The franchise does not prevent any person or entity from hiring or contracting with a third party to provide drop boxes larger than eight (8) cubic yards to collect for disposal any Construction and Demolition Debris at their residence or business. Further, to the extent Contractor offers this service to persons or entities within the East Fork Township, the fees will not be a part of this Agreement or subject to the franchise fee (except when initial disposal occurs at the transfer station, in which case the standard transfer station rates will apply).

D. Donated or Sold Materials. Any items which are Source Separated at any Premises by the Generator and (a) sold or (b) donated to youth, civic, or charitable organizations. Materials will not be deemed donated if they are collected by a non-franchised waste hauler that is not a 501(c)(3) organization.

E. Materials That Contractor Does Not Divert. Discarded Materials which the Contractor is not required to Process and Divert under this Agreement as of the Effective Date of this Agreement which subsequently, in the County's reasonable judgment, become economically feasible to Divert. In such event, Contractor shall have the exclusive right to Collect and Process such materials if Contractor agrees to do so without any change in Rates. If Contractor is unwilling to Process and Divert such new materials at existing Rates, the County may provide for Collection, Processing, and Diversion of such materials in any manner it deems appropriate. Such materials may include, but not be limited to, Organic Materials which Contractor would otherwise Dispose. Contractor may not enforce its exclusive franchise rights in a manner that would prevent the Diversion of material that Contractor is unable or unwilling to Divert.

F. Materials Removed by Customer's Contractor as Incidental Part of Services. Recyclable Materials, Organic Materials, and Solid Waste removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service.

G. On-site or Community Composting. Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a Community Composting site.

H. Excluded Waste. Excluded Waste regardless of its source.

I. Future Mandates. Contractor and County acknowledge that County is or may become subject to recycling mandates imposed by the State of Nevada and will be subject to other State and Federal mandates regarding recycling in the future as well as needs arising from within the County. The Parties agree that the privilege under this Agreement shall not preclude County from separately or exclusively operating (independently or through Contractor) either a comprehensive or a particular (e.g. used oil, batteries, pesticides, etc.)) recycling or materials recovery program.

The Contractor agrees that the County may permit other Persons besides the Contractor to collect any type of materials excluded from the scope of this Franchise, as set forth above, without seeking or obtaining approval from the Contractor. If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Solid Waste, Recyclable Materials, and/or Organic Materials in a manner that is not consistent with this Agreement, it shall report the location, the name and phone number of the Person or company to the County's Contract Manager along with Contractor's evidence. In such case, County shall notify the Generator and Person providing service of Contractor's rights under this Agreement.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the County to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the County shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with County and may petition for a Rate adjustment pursuant to **Section 8.3**.

1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, County and Contractor shall:

1. Use their commercially reasonable efforts to enforce the exclusive nature of the franchise by the Contractor's identification and documentation of violations of this Agreement and the County's notification of Generators and collection Persons reasonably believed to be violating the franchise regarding the terms of this Agreement.

2. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.

3. Provide timely access to the County Contract Manager and the Contractor's designated representative and complete and timely responses to requests of the other Party.

4. Provide timely notice of matters which may affect either Party's ability to perform under the Agreement.

ARTICLE 2.
TERM OF AGREEMENT

2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence on the date executed by all Parties (Commencement Date) and continue in full force for an initial Term of twenty (20) years, through and including December 31, 2045, unless the Agreement is extended in accordance with this **Section** or terminated pursuant to **Section 10.2.**

At County's sole discretion, and with the written agreement of Contractor, this Agreement may be extended for an additional ten (10) years, on the same terms and conditions without amendment. If County desires to extend the Agreement, County shall provide the Contractor with written notice of its decision to extend the Agreement at least one (1) year before the expiration of the initial Term.

Upon the Commencement date, this Agreement shall revoke, replace and supersede (as opposed to augmenting) all previous Franchise Agreement(s) between the Parties.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of County to permit this Agreement to become effective and to perform its duties is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by County.

A. **Accuracy of Representations.** The Contractor's representations and warranties made in Article 11 of this Agreement are true and correct on and as of the Effective Date.

B. **Furnishings of Insurance.** Contractor has furnished evidence of the insurance required by Article 9 that is satisfactory to the County.

C. **Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder;
2. Adversely affect the validity or enforceability of this Agreement; or,
3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

ARTICLE 3.
SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

The Contractor or its Subcontractor(s) shall be responsible for the following:

A. Collecting Solid Waste generated by and placed for Collection by Customers pursuant to the requirements of Article 4;

B. Transporting Collected materials to the Transfer Station pursuant to requirements of Article 4;

C. Collecting Solid Waste, Recyclable Materials, Organic Materials and Household Hazardous Waste at the Transfer Station pursuant to the requirements of Article 4;

D. Processing all Collected materials at the appropriate Approved Facilities pursuant to the requirements of Article 4;

E. Performing all other services required by this Agreement;

F. Furnishing all labor, supervision, vehicles, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;

G. Paying all expenses related to the provision of services required by this Agreement, including, but not limited to, taxes, regulatory fees (including County Fees and Reimbursements), and utilities;

H. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,

I. Complying with all Applicable Laws.

The specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, whether or not the requirements are enumerated elsewhere in the Agreement, unless excused in **Section 10.7.**

3.2 USE OF APPROVED FACILITIES

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Recyclable Materials, Organic Materials, Solid Waste, and other materials Collected in the County. Use of a facility must be approved, in writing, by the County prior to use, consistent with the requirements of Article 4. Such a decision by the Contractor in no way constitutes a restraint of trade, notwithstanding any Change in Law regarding Flow Control limitations or any definition thereof.

3.3 SUBCONTRACTING

Contractor shall require that all Subcontractors file insurance certificates with the County, name County as an additional insured, and comply with all material terms of this Agreement.

3.4 RESPONSIBILITY FOR MATERIALS

Once Solid Waste is placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall Transfer directly from the Generator to Contractor, with the exception of Excluded Waste if the Contractor can identify the Generator pursuant to **Section 5.7.B**. Once Solid Waste is deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the owner or operator of the Approved Facility except for Excluded Waste pursuant to **Section 5.7.C**.

Responsibility for Excluded Waste that the Contractor has inadvertently collected shall remain with the Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

3.5 COUNTY-DIRECTED CHANGES TO SCOPE

The County may request a proposal from the Contractor to define the scope of any modifications to existing services, including the use of Approved Facilities, to be provided under this Agreement. In such cases, the Contractor shall submit, within thirty (30) calendar days of the County's request—unless an alternative schedule is mutually agreed upon—a written proposal for the proposed modifications or additional services. The County will review the Contractor's proposal concerning the scope of services. Both parties may meet to negotiate the proposed revisions and costs, and shall amend this Agreement as needed to reflect the mutually agreed-upon changes. If the County and Contractor cannot agree on the terms, including compensation adjustments, within ninety (90) calendar days of receiving the proposal, the County may engage other entities to provide those services. Nothing in this **Section** shall prevent the County from requesting cost and operation information from other parties to inform its evaluation of the Contractor's proposal.

Solicitation: At any time during the Term of this Agreement, the County may solicit proposals from other Persons for services not covered by this Agreement. If engaging other Persons for such services would decrease the Contractor's Compensation under this Agreement, as described in Article 8, the Contractor shall have the opportunity to match any other Person's proposed price and maintain the additional scope of services. However, nothing in this Agreement prevents the County from contracting with other Persons if the Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person provided such services are not otherwise exclusive to Contractor under this Agreement.

ARTICLE 4.
SCOPE OF SERVICES

Contractor shall perform the Solid Waste, Recyclable Materials, and Organic Materials services described in this Article 4 for any Customer in the County that subscribes to Contractor's Collection services. Contractor's Collection services shall be offered to any Customer who places Containers in a public right-of-way or provides a waiver allowing Contractor access to the Private Road(s) where the Customer places Containers. Contractor shall collect Solid Waste generated at Residential Premises and Commercial Premises within East Fork Township in the County and Alpine County, and deliver the Solid Waste to the Transfer Station for processing and transport to other Approved Facilities. Contractor shall also accept Solid Waste self-hauled by Customers and delivered to the Transfer Station for processing and transport to other Approved Facilities.

4.1 TRANSFER STATION

A. Contractor currently owns certain real property located in Douglas County at 902 Dump Road, identified by Assessor's Parcel Number 1221-18-000-006, where a Transfer Station has been constructed by the County. Contractor shall continue to operate and maintain the Transfer Station for the purpose of initially collecting solid waste from East Fork Township and Alpine County.

a. Contractor shall occupy, operate and maintain the Transfer Station in accordance with this **Section**, **Section 5.4** and **Exhibit B**.

b. Any modifications to the size, location, or capacity of the Transfer Station, or its equipment, shall be mutually agreed upon in writing by the Parties.

B. Once collected at the Transfer Station, all Solid Waste, Recyclable Materials and Organic Materials shall, as expeditiously as possible, be compacted (as appropriate) and transported to other Approved Facilities as defined in this Agreement.

C. County retains the sole authority to set rates, fees, or charges of any type for any Customer of the Transfer Station.

Contractor plans to transport Solid Waste to the Transfer Station where materials will be unloaded from collection vehicles and loaded into large-capacity vehicles for transport to the approved disposal facility. The Contractor shall maintain all existing permits and approvals required for use of the Transfer Station in full compliance with regulations. Upon request, the Contractor shall provide copies of facility permits and notices of violations to the County Contract Manager. If the Contractor cannot use the Transfer Station, they will be responsible for arranging alternative transportation. In such cases, the Contractor will not be compensated for any additional costs. However, if an alternative transfer facility is used due to reasons beyond the Contractor's or any of its subcontractor's control, the County shall adjust the Contractor's compensation accordingly for changes in Transportation and Processing costs. If changing the transfer facility results in increased costs, County may identify and direct Contractor to an alternative transfer facility that incurs less cost. If the Contractor plans to change its transfer method, they must obtain written approval from the County before making the change.

4.2 SOLID WASTE

A. **Residential.** Solid Waste Collection service for subscribed Residential Premises includes Curbside Collection once each week at the service level Customer has subscribed to receive.

a. Residential Customers subscribed to Curbside Collection will receive two (2) Free Transfer

Station dump passes for bulk items and other debris drop-off at the Transfer Station.

b. Service may be withheld during any period in which bills for service remain delinquent, such bills becoming delinquent if they remain unpaid fifteen (15) days after such bill is received.

c. **Subscriber Clean Up Days**. Four (4) times each year, Contractor shall provide to its Customers, without additional charge, removal of Solid Waste in clean up drive promotions.

i. Contractor may require Customers to place the Solid Waste and other debris material in containers or to tie the waste in bundles. The Contractor may limit the collection to no more than one (1) cubic yard per Customer and may require the Customer to place the rubbish within reasonable proximity of the edge of the road on the date and time when Contractor has publicly announced that the service will be provided to its Customers.

ii. Material requiring special disposal procedures, such as materials containing federally or state designated hazardous substances or Excluded Wastes exceeding federal or state quantities or amounts for landfill disposal (other than household hazardous wastes) or CFCs, will not be a part of this clean up service.

iii. The County may request additional clean-up drive promotions to be provided throughout the year and funded out of the Franchise Fee. The cost for such additional clean-up drives will be provided to the County and must be approved by County in advance of providing additional service.

B. Commercial. Solid Waste Collection service for Commercial Premises are based on a schedule that best serves the Customer's needs and the Collection situation. For example, a restaurant with wet waste may be serviced with a smaller Container collected more frequently than an office building with dry waste. Contractor will work with Commercial customers to use an appropriate size Container for their specific needs to minimize the frequency of Collection to reduce traffic and environmental impact and increase Collection efficiency.

a. Customers with excess Solid Waste will have the option to call twenty-four (24) hours before their next scheduled Collection day to request extra service for a fee.

b. Service may be withheld during any period in which bills for service remain delinquent, such bills becoming delinquent if they remain unpaid fifteen (15) days after such bill is received.

Contractor shall transport all Solid Waste Collected in County to the Approved Disposal Facility. Contractor shall pay all costs associated with Transportation and Disposal of Solid Waste including payment of any gate fees charged at the Approved Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

4.3 RECYCLABLE AND ORGANIC MATERIALS

4.3.1 General Information

Contractor acknowledges that County is committed to Diverting materials from Disposal through the implementation of reuse, Recycling, and other programs, and that County may implement new programs, with or without the involvement of the Contractor, that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

Until County begins operation of any Recycling, Composting or other materials recovery program the following conditions will apply.

A. If Recyclable Materials or Organic Materials enter Contractor's waste stream because either (1) the Customer deposits the materials in the Solid Waste Container that is picked up by Contractor, or (2) a Customer deposits the materials in the Solid Waste section of the Transfer Station, then such materials shall not be considered Recyclable Materials or Organic Materials for the purposes of a recycling program. Contractor may separate and market such materials at its own discretion.

B. County will not authorize Solid Waste (including Recyclable Materials or Organic Materials) to be collected, recycled, or disposed of under an arrangement or agreement whereby the owner or occupier of any residential or commercial property pays any form of monetary consideration, value or monetary equivalent to another person or entity (non-profit or otherwise) to have any Solid Waste (including Recyclable Materials or Organic Materials) picked up and/or removed from the residential or commercial property, including but not limited to charging for a pickup container and not for the actual pickup.

C. County may authorize a donation or sale of any Recyclable Materials by a person or entity to another person or entity.

D. If County decides to provide exclusive recycling programs through an independent contractor, then, unless the County is required by law to act otherwise, Contractor may be a participant in any solicitation process conducted by County.

4.3.2 Recycling Services

A. Contractor shall offer the following minimum collection service for Recyclable Materials in accordance with this **Section** and **Exhibit D**:

a. **Separation Boxes.** Separation Boxes for the collection of Recyclable Materials at up to six (6) drop-off sites within East Fork Township. Contractor will provide Separation Boxes and up to fifty-two (52) pickups per year per site to reasonably ensure uninterrupted availability.

b. **White Office Paper.** Container locations identified by Customer and Bin size, per **Exhibit D**, for the collection of white office paper twice per month.

c. **Aluminum.** Container locations identified by Customer, Bin size and annual number of loads, per **Exhibit D**, for the collection of recyclable aluminum.

d. **Cardboard.** Container locations identified by Customer and Bin size for the collection of cardboard materials once per week.

B. Contractor shall operate a Recyclable Materials and Organic Materials drop-off center at the Douglas County Transfer Station with the following minimum hours of operation:

a. **Hours of Collection.** Open to the public between the hours of 9:00 a.m. and 4:30 p.m., Tuesday through Saturday; holidays excepted.

C. The locations of Separation Boxes, Containers for Aluminum, White Paper and Cardboard are delineated in **Exhibit D** for the convenience of the Parties. Upon request by the County, the Contractor shall change the location of the Separation Boxes, Containers for Aluminum, White Paper and Cardboard. Contractor may add or delete collection locations, as deemed necessary and agreed upon in writing by the Parties. Contractor shall provide additional County Recycling Services as may be agreed upon in writing by the Parties.

D. The cost of providing Recyclable Materials and Organic Materials collection services shall be as set forth on **Exhibit E** of this Agreement.

E. If County requests Recycling Services for which a rate is not set forth on **Exhibit E**, the Contractor shall, within 30 days of receiving a written request for those services, prepare and submit to the County Contract Manager a detailed cost proposal to provide said services.

4.4 BILLING

Contractor shall bill all Customers and be solely responsible for collecting billings at Rates set in accordance with Article 8. Nonconforming contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited.

Contractor shall develop, maintain, and regularly update a Customer Account Information Database, which shall include but is not limited to: Customer name; Phone number; Service address; Email address; and Customer Service Levels. Contractor shall make such database available, upon reasonable request from the County Contract Manager, in accordance with this **Section** and **Section 6.1**.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the County Contract Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving a request to do so.

4.5 CUSTOMER SERVICE PROGRAM

4.5.1 Program Requirements

A. **Business Office and Customer Service Center.** Contractor shall establish and maintain a business office and customer service center within the County for purposes of carrying out its obligations under this Agreement.

B. **Customer Service Center Hours.** Contractor's business office and customer service center, including telephone access, shall be open to the public to include at least the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. The business office and customer service center may be closed on Saturdays, Sundays, and Holidays.

C. **Telephone.** Contractor shall use, pay all costs incurred by, and maintain during the Term of this Agreement, a local phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours. Upon expiration or early termination of this Agreement, the County shall retain the control of the local phone number. The Contractor shall provide the County with a separate emergency telephone number for use by the County Contract Manager outside normal business hours. The Contractor shall have such a representative available at the emergency telephone number during all hours other than normal office hours.

D. **Website and Email Access.** Contractor shall develop and maintain a website that is accessible by the public and dedicated, in part, to the operations under this Agreement in the County. Contractor's website shall include all public education and outreach materials produced and distributed under this Agreement and provide the public the ability to e-mail Contractor questions, service requests, or Complaints.

4.5.2 Service Requests, Compliments, Complaints

Contractor shall be responsible for promptly and courteously attending to, and promptly and reasonably resolving, all Customer service requests and Complaints.

A. **Complaint Response.** Contractor agrees to use its best efforts to resolve all Complaints by close of business on the second business day following the date the complaint was received.

B. Complaint Log. Contractor shall record all Complaints, noting the name and address of Complainant, date and time of Complaint, nature of Complaint, and nature and date of resolution. Complaint Log should include but not be limited to copies of any written correspondence to the Customer. The Contractor shall retain this Complaint log for the Term.

C. Complaint Reporting. Upon reasonable request by the County Contract Manager, Contractor shall allow County to view or obtain a copy of the Complaint Log.

4.6 SERVICE EXEMPTIONS

4.6.1 General Exemptions

If a change to State or local law creates a County requirement to report Solid Waste participation, then the County Contract Manager may request, and the Contractor shall provide a report identifying all active accounts and addresses being served by Contractor.

4.6.2 Contractor Service Exemptions

A. Disaster Waivers. In the event of a disaster, the County may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and in the disaster-affected areas for the duration of the waiver. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with **Section 3.5**.

B. Removal of Material from Homeless Encampments and Illegal Disposal Sites. The Contractor may, but is not required to, separate or recover Organic Waste that County removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety. Contractor shall report the amount of Discarded Materials removed for Disposal from homeless encampments and illegal disposal sites.

C. Quarantined Waste. If approved by the County, the Contractor may dispose of, rather than process, specific types of organic materials and/or recyclable materials that are subject to quarantine for a period specified by the County or until notification is given that the quarantine has been lifted and the Contractor is directed to transport the materials to the Approved Facilities for such materials.

D. Extreme Snow Events. In the case of extreme snow events where certain roads remain unplowed and inaccessible for a period of time, the County may grant Contractor a temporary waiver of some or all Discarded Materials Collection requirements under this Agreement, for the duration of time that those certain roads remain inaccessible.

4.7 FAILURE TO COLLECT

4.7.1 Solid Waste

When Solid Waste from any service recipient is refused for collection by Contractor, Contractor shall notify its service recipient in writing, at the time of refusal, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

4.7.2 Non-Collection Notices

Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a Non-Collection Notice to the Generator.

ARTICLE 5.
STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees.

5.2 OPERATING HOURS AND SCHEDULES

A. **Hours of Collection.** Unless otherwise authorized by the County Contract Manager, Contractor's days and hours for Collection operations shall be as follows:

1. **Transfer Station.** Contractor shall operate the Transfer Station and make it open to the public between the hours of 9:00 a.m. and 5:00 p.m., Tuesday through Sunday; holidays excepted.

2. **Residential Premises.** Collection from Residential Premises shall only occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday.

3. **Commercial Premises.** Collection from Commercial Premises shall only occur between the hours of 5:00 a.m. and 8:00 p.m., Monday through Saturday.

B. **Changes in Collection Routes.** Contractor may, at any time during the Term of this Agreement, propose changes to collection routes and collection days to provide for efficient operation and service. If any such route change, approved by County, results in a different collection day, Contractor must notify all affected Customers fourteen (14) days prior to Contractor implementing the new route.

C. **Holiday Collection.** Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Single-Family Collection services on the day following the Holiday thereby adjusting subsequent work that week with normally scheduled Friday Collection Services being performed on Saturday; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. Multi-Family, Commercial, and County Collection Services shall be adjusted as agreed between the Contractor and the Customer but must meet the minimum frequency requirement of one (1) time per week. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change.

5.3 COLLECTION STANDARDS

A. **Servicing Containers.** Contractor shall Collect and return each Container to the Curbside location where the Occupant is required to place the Container for Collection. Contractor shall place the Containers upright with lids properly secured.

Contractor shall Collect and return each Container or Cart located in a Bear Box that is installed on the Premises as of the Effective Date of this Agreement.

B. **Non-Collection, Courtesy Noticing.** Per the requirements identified in **Section 4.8.2**, in the event that Contractor encounters circumstances at a Customer Premises which prevents the Contractor from Collecting Discarded Materials which have been placed for Collection, Contractor shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason for refusal to Collect the Discarded Materials. Contractor shall not be required to Collect Discarded Materials which are reasonably believed to contain Excluded Waste, pursuant to the

requirements of **Section 5.7**.

C. Litter Abatement. Contractor shall use due care to prevent spills or leaks of material placed for Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill.

Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is necessary to do so due to mechanical failure or emergency.

5.4 TRANSFER STATION PROCESSING STANDARDS

5.4.1 Equipment and Supplies

Contractor shall use commercially reasonable efforts to ensure that the Transfer Station and other Approved Facilities are equipped and operated in a manner that fulfills the Contractor's obligations under this Agreement. Contractor is responsible for ensuring the adequacy, safety, and suitability of the Approved Facilities. Contractor shall use commercially reasonable efforts to modify, enhance, and/or improve the Transfer Station as needed to provide the Services under this Agreement.

Contractor shall supply all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables necessary to operate the Transfer Station and provide all services required by this Agreement. Contractor shall assign the equipment to qualified operators. Additionally, the contractor shall repair and maintain all equipment at its own cost and expense.

5.4.2 Scales and Weighing

Contractor is responsible for ensuring accurate weighing of all materials entering and leaving the Transfer Station.

A. Facility Scales. Contractor shall maintain State-certified motor vehicle scales in compliance with Applicable Law. All scales must record weights for all incoming and outgoing materials. In case of a power outage, Contractor shall, as needed, estimate the tonnage of materials delivered to and transported from the Transfer Station. These estimates will replace actual weights when scales are inoperable and must be marked as estimates in records and reports.

B. Testing. Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least one (1) test and recalibration per scale every twelve (12) months or upon County request.

C. Records. Contractor shall maintain computerized scale records and reports that include the date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification numbers. Additionally, Contractor shall keep computerized records and reports showing historical vehicle tare weights for each vehicle, including the date and location where each tare weight was recorded.

D. Volumetric Conversion. For all material that an Approved Processing Facility operator is permitted not to weigh with scales, the operator shall use reasonable volumetric conversion factors to estimate the weight of the material.

5.5 COLLECTION VEHICLE REQUIREMENTS

A. Vehicle Requirements. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to carry out the work required by the agreement efficiently. Contractor must also keep available sufficient backup vehicles for each type of Collection vehicle used to handle scheduled and unscheduled maintenance, service requests, complaints, and emergencies.

1. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall generally comply with all Federal, State, and local laws and regulations.

2. Collection vehicles shall present a clean appearance while performing services under this Agreement.

B. Vehicle Operations. All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, and County noise level regulations. The County may request Contractor to check any piece of equipment for conformance with the noise limits in response to Complaints and/or when the County Contract Manager believes it is reasonable to do so.

5.6 PERSONNEL

A. General. Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves courteously. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation or gratuity from Customers or members of the public.

B. Driver Qualifications. All drivers must maintain a valid license of the appropriate class.

C. Safety Training. Contractor shall provide appropriate operational and safety training for all employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and avoid collecting, Excluded Waste.

5.7 HAZARDOUS WASTE INSPECTION AND HANDLING

A. Inspection Program and Training. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) waste management; and (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. Response to Excluded Waste Identified During Collection. If the Contractor finds that material in any Container for Collection is Excluded Waste or poses a hazard to the Contractor's employees, the Contractor has the right to refuse acceptance of that material. The Contractor shall contact the Generator and request arrangements for proper Disposal. If the Generator cannot be reached immediately, the Contractor must leave a Non-Collection Notice before leaving the Premises, stating the reason for refusing to collect the material and providing the phone number of a facility that accepts the Excluded Waste or an entity that offers information on proper Disposal of the waste. Under no circumstances shall the Contractor's employees knowingly collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a collection container or area that could pose an immediate danger to people or property, the Contractor shall immediately notify the fire department.

C. Response to Excluded Waste Identified at Transfer Station. Materials Collected by the Contractor will be delivered to the Transfer Station for processing or disposal. If load checkers or equipment operators at the facility identify Excluded Waste in the loads delivered by the Contractor, they

shall remove these materials and store them in approved, on-site, Excluded Waste storage containers. The Contractor shall arrange for the removal of the Excluded Waste at its own expense by permitted haulers, in accordance with applicable laws and regulatory requirements. The Contractor may also try, at its sole cost, to identify the Generator and recover the disposal costs. If the Generator is successfully identified, both the disposal costs and the effort to identify the Generator may be charged to the Generator.

5.8 CONTRACT MANAGEMENT

Consistent with **Section 12.10**, the County Contract Manager shall monitor and administer this Agreement. Contractor shall designate an employee to serve as Contractor's Contract Administrator(s), responsible for closely working with the County Contract Manager in monitoring and administering this Agreement. Contractor shall also be responsible for notifying the County Contract Manager of any changes in assignments.

The Contractor's Contract Administrator shall meet and confer with the County Contract Manager to resolve differences of interpretation and to implement and execute the requirements of this Agreement in an efficient and effective manner that aligns with the stated objectives of this Agreement.

From time to time, the County Contract Manager may appoint other County agents to collaborate with the Contractor on specific matters. In such instances, these individuals should be regarded as representatives of the County Contract Manager for the matters they are involved in. These representatives shall have all the rights and access granted to them.

In the event of a dispute between the County Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement the provisions of **Section 10.9** shall apply.

The County Contract Manager or their designate shall have the right to observe and review Contractor operations and Processing Facilities and enter Premises for such observation and review, including reviewing Contractor's records, during reasonable hours with reasonable notice. Under no circumstances shall Contractor prevent access to such Premises for more than three (3) calendar days after receiving such a request.

5.9 SUPPORT OF COUNTY'S ENVIRONMENTAL GOALS

The Contractor shall use its best efforts to perform services under this Agreement in a way that supports the County's environmental goals. This includes, but is not limited to, providing services, education, and outreach to Customers and the community, which promote reuse, Recycling, and other methods to reduce landfill Disposal, provided that Contractor is not required to expend any specific amounts on such efforts.

ARTICLE 6.
RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

Contractor shall keep Customer contact data, Customer service, accounting, statistical, operational, programmatic, and other records, along with related documentation, necessary to provide detailed and accurate reports under this Agreement and to demonstrate compliance with this Agreement and Applicable Law. Unless otherwise specified in this Article, Contractor shall retain all records and data required by this Agreement for the duration of the Term and for seven (7) years after its expiration or early termination. Records and data shall be organized chronologically and clearly so they can be easily interpreted and used to prepare reports. Contractor's records shall be stored in one central location, physical or electronic, that is easily accessible by the Contractor. Upon request, such records shall be promptly retrieved and made available to the County Contract Manager.

Contractor shall maintain adequate record security to protect records from foreseeable events such as fire, theft, and an earthquake. Electronically stored data and records shall be secured and backed up.

Contractor shall allow the County, or its designee, to audit, examine, and make excerpts or transcripts from such data and records. They shall also make copies of all data related to all matters covered by this Agreement and the Applicable Law. Contractor agrees that all data regarding business operations, Customer lists, routing, Tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes shall be made available to the County Contract Manager or their designee upon reasonable request.

The County considers its ability to defend itself against CERCLA and related litigation extremely important. Therefore, the County emphasizes the importance of being able to show where Recyclable Materials, Organic Materials, and Solid Waste are sent for Transfer, Processing, or Disposal. Contractor shall keep records that can verify where these materials were transferred, processed, or disposed of. This requirement shall remain in effect even after this Agreement expires or is terminated early. Contractor must retain these records for ***at least ten (10) years*** beyond the end of the Agreement. When requested or at the end of the record retention period, Contractor shall provide these records to the County in an organized and indexed manner, and not dispose of them.

6.2 PERFORMANCE REVIEW AND AUDIT

The County may conduct, and Contractor shall cooperate with, performance reviews and detailed financial audits at any time during the Term of this Agreement, at the sole discretion of the County Contract Manager, to confirm that the Contractor has met its financial and operational obligations under this Agreement. Such reviews and audits may involve examining Complaints, billings, and fee payments to the County, as well as assessing whether the Contractor has satisfied the performance standards outlined in this Agreement. The County may choose to hire professional service providers to carry out these reviews and audits, at its own expense. The Contractor cannot influence or control the County's choice of service providers or the specific items subject to review. The Contractor shall cooperate fully with the County and its agents during the review and audit process. If any noncompliance with the Agreement is identified, the County may instruct the Contractor to address and correct the deficiencies in accordance with Article 10 of this Agreement.

ARTICLE 7.
COUNTY REIMBURSEMENT

7.1 FRANCHISE FEE

The Contractor shall pay a Franchise Fee to County quarterly in exchange for the exclusive rights granted under this Agreement, including the exclusive right to use County rights-of-way for Collection vehicles and the placement of Carts for Collection. The Franchise Fee will be equal to eight percent (8%) of Gross Receipts, paid from the Contractor's Profit, for all services performed under this Agreement, and shall be paid in quarterly installments in arrears.

A. Revenues from County-imposed surcharges will be excluded from Gross Receipts when calculating the Franchise Fee.

B. Construction and Demolition Debris over eight (8) yards will not be subject to the Franchise Fee.

County may, in its sole discretion, adjust the Franchise Fee. If the County elects to adjust the Franchise Fee, it must provide the Contractor with notice of such intent in advance of any annual rate adjustment calculation that is performed in accordance with **Section 8.2** and **Exhibit E** and such adjustment must coincide with an adjustment to customer rates to include the new Franchise Fee amount.

7.2 PAYMENT SCHEDULE AND LATE FEES

Within forty-five (45) calendar days after the end of each quarter during the Term of this Agreement, Contractor shall pay all fees described in this Article to the County. These fees shall be delivered to the County Finance Department.

A. Contractor may base the calculation on the amount of the fees owed in the previous fiscal year, projected for the succeeding fiscal year, provided that an annual true-up is completed at the end of each fiscal year (July 1 through June 30).

B. If such remittance is not timely paid to County, as provided herein, then the amount of the fees then overdue shall be subject to a delinquency penalty of ten percent (10%) per annum, until paid. Contractor agrees that any such interest penalty shall be borne by Contractor and shall not be passed along to the ratepayers.

C. The County Contract Manager may, at any point during the Term, upon reasonable requests, perform an audit of the Contractor's billings and fee payments. The Contractor shall cooperate fully with the County Contract Manager during such audits. If the County or its agent conducts this review and finds billing errors or other payment mistakes totaling one percent (1%) or more of Gross Receipts for the reviewed period, the Contractor shall, in addition to paying the County for any lost fees, reimburse the County for the actual costs incurred during the review.

D. During the term of this Agreement, within one hundred and fifty (150) days after the close of each of the Contractor's fiscal years, Contractor shall furnish an audited financial statement of Contractor's financial operations within East Fork Township of Douglas County to County.

ARTICLE 8.
CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

The Contractor's Compensation for performing all obligations under this Agreement shall be based on Gross Receipts. The Compensation provided for in this Article represents the total and complete payment owed to the Contractor under this Agreement for all labor, equipment, materials, supplies, Transfer, Processing and Disposal fees, county fees, taxes, insurance, bonds, overhead, operations, profit, and all other necessary expenses to perform the required services in the specified manner and timeframe. Nothing herein shall obligate the County to pay the Contractor anything beyond Gross Receipts.

If the Contractor's actual costs, including fees payable to the County, exceed Gross Receipts, the Contractor will not be compensated for the difference between actual costs and Gross Receipts. If the Contractor's actual costs are less than Gross Receipts, the Contractor shall keep the difference, provided that the Contractor has paid the County Fees as specified in Article 7.

During the term of this Agreement, the County may, from time to time, but no more often than once every five years, establish uniform rates by resolution or ordinance, including a reasonable rate of return for the Contractor, for the collection and disposal of Solid Waste within East Fork Township. This includes use of a transfer station or any other facility that is part of a solid waste management system within the County. Several rates may be set for business establishments, such as apartment complexes or residential condominium complexes, separate from individual residential rates. The County may exercise the authority granted under NRS Chapter 444 (or successor statutes) to impose appropriate fees and charges for a solid waste management system, including but not limited to, the operation, expansion, monitoring, and remediation of the system.

8.2 RATES AND ANNUAL ADJUSTMENTS

A. **General.** Rates shall be set by the County Board of Commissioners annually in accordance with the procedures set forth in **Exhibit E**, as may be updated by the County from time to time to ensure compliance with state law. Contractor agrees that the County's authority to establish rates includes the power to establish or revise rate-making procedures and to audit and review the Contractor's records and operations.

B. **Initial Rates.** The rates applicable on the Commencement Date of this Agreement will be those listed in **Exhibit E**.

C. **Rates for Subsequent Rate Periods.** Rates for future Rate Periods shall be adjusted annually in accordance with this **Section 8.2** and **Exhibit E**. Such Rate adjustment calculations shall be performed strictly in accordance with the procedures described in **Exhibit E**.

8.3 EXTRAORDINARY RATE ADJUSTMENTS

If there is any Change in Scope (as defined below) or Change in Law (as defined in **Exhibit A**), each of which results in an increase or decrease in the Contractor's costs or revenues, an Extraordinary Cost Increase (as defined below), or any Change in Fees (as defined below), an appropriate adjustment will be made in the Rates to reasonably compensate for such increase or decrease starting from the date when the change first occurs, using the rate-setting process described in **Exhibit E**. Any Rate adjustment due to a Change in Scope, Change in Law, or Extraordinary Cost Increase shall be at the reasonable discretion of the County.

"Change in Fees" shall mean any change in Franchise Fees or other charges that are imposed on the

Contractor by any government agency (including, without limitation, County) related to the Services provided under this Agreement, including the cancellation of existing fees and the implementation of new fees.

"Change in Scope" shall mean any change directed by the County in the scope of services provided by the Contractor under this Agreement, including, without limitation, the Contractor's use of any different Approved Facilities at the County's direction, as described in **Section 3.5**.

"Extraordinary Cost Increase" shall mean a substantial increase in the Contractor's operating or capital costs or expenses that is beyond the Contractor's control and not caused by a Change in Scope or a Change in Law, including but not limited to additional wage and/or benefit costs for employees who become covered by a collective bargaining agreement.

In the event of a Change in Scope, a Change in Law, or an Extraordinary Cost Increase, the Contractor shall provide the County with projected operational, cost, and revenue data that reflect the full financial impact of such change or increase, including any expected change in the Contractor's profit. The County reserves the right to require the Contractor to supply any additional operational, cost, and revenue data or any other information reasonably needed to determine the appropriate financial impact of the Change in Scope, Change in Law, or Extraordinary Cost Increase, as well as any necessary rate adjustments resulting from such changes.

Rate adjustments for a qualifying Change in Scope or Change in Law, a Change in Fees, or an Extraordinary Cost Increase will take effect at the start of the next calendar year (with the rule against retroactive Rate increases in **Exhibit E** being waived only to that extent). The underlying service, cost, revenue, or Fee changes supporting any rate adjustment under this **Section 8.3** will be added to the appropriate category in **Exhibit E** for future Rate adjustments.

ARTICLE 9.
INDEMNITY AND INSURANCE

9.1 INDEMNIFICATION

A. **General.** Contractor shall indemnify, defend with counsel acceptable to County, and hold harmless (to the fullest extent permitted by law) County and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expenses, and costs (including without limitation costs and fees of litigation, such as reasonable attorneys' and expert witness fees) (collectively, "Damages") of every kind arising out of or in connection with the Contractor's performance, the performance of any subcontractor, or agent of the Contractor under this Agreement, or its failure to meet any obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful acts or omissions of the County, or its officers, officials, employees, volunteers or agents, from and against the County shall indemnify, defend and hold harmless the Contractor and its owners, shareholders, directors, officers, employees, contractors and agents.

This **Section 9.1** shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of the County's legal and/or equitable rights as defined herein and permitted under Applicable Law. Nothing in this **Section** shall limit the County's right, at its own discretion, to participate in its own defense at its own expense.

B. **Excluded Waste.** Contractor acknowledges that it is responsible for complying with all Applicable Laws throughout the entire Term of this Agreement. Contractor shall not store, transport, use, or dispose of any Excluded Waste except in strict accordance with all Applicable Laws.

If the Contractor negligently or willfully mishandles Excluded Waste while performing its activities under this Agreement, the Contractor shall, at its own expense, promptly take all reasonable investigatory and/or remedial actions needed to address the environmental contamination. However, before starting any investigatory or remedial steps, the Contractor must first obtain the County's approval for the proposed actions. If the Contractor fails to act promptly at any time, the County may carry out those actions at the Contractor's sole cost and expense, and the Contractor shall reimburse the County for all such costs within thirty (30) calendar days of billing. Any amount not paid within this period will be considered delinquent and subject to the delinquent fee as specified in **Section 7.4**. These obligations are in addition to any defense and indemnity responsibilities the Contractor may have under this Agreement.

Notwithstanding the above, the Contractor's responsibilities under this subsection do not include any claims related to the Disposal of Solid Waste at the Approved Disposal Facility, including, but not limited to, claims under CERCLA unless such claim directly results from the Contractor's negligence or willful misconduct.

C. **Environmental Indemnity**. Contractor shall defend, with counsel acceptable to the County, and indemnify, and hold the County harmless against any claims, suits, losses, penalties, damages, and liabilities of all kinds, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of the Contractor in handling Excluded Waste.

D. **Electronic and Web-Based Information Indemnity.** Contractor shall defend with counsel acceptable to the County, indemnify, and hold the County harmless against all related claims, including but not limited to lawsuits, losses, penalties, damages, costs, regulatory fines, penalties, credit monitoring expenses, and liability for damages of every kind and description, including reasonable attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of the Contractor and any Subcontractors involved in handling or protecting Customer information under this Agreement. This includes information such as billing details, electronic payments, and Customer account data that are not publicly accessible. Contractor shall maintain electronic files and the Contractor's website in accordance with industry best practices to keep such information as safe and secure as possible. Nothing in this **Section 9.1(D)** shall restrict the Contractor's obligation to provide the County with the information required under this Agreement.

E. **NVPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing services under this Agreement shall not: (i) qualify for any compensation or benefits under NVPERS; (ii) be entitled to any benefits under NVPERS; (iii) enroll in NVPERS as an employee of the County; (iv) receive any employer contributions paid by the County for NVPERS benefits; or (v) be entitled to any other NVPERS-related benefit that would be available to a County employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described in this **Section 9.1**. This **Section 9.1** applies to the Contractor regardless of any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary.

If Contractor's employees, agents, or Subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the Nevada Public Employees Retirement System ("NVPERS") to be eligible for enrollment in NVPERS of the County, Contractor shall indemnify, defend, and hold harmless the County for the payment of any employer and

employee contributions for NVPERS benefits on behalf of the employee, as well as for any penalties and interest on such contributions that would otherwise be the responsibility of the County.

Contractor's Compensation under this Agreement shall be the full and complete payment due to the Contractor and its officers, employees, agents, and Subcontractors for all work performed under this Agreement. Neither the Contractor nor its officers, employees, agents, and Subcontractors are entitled to any salary, wages, retirement, health benefits, leave, or other fringe benefits that are applicable to County employees. The County will not withhold any Federal or State taxes on behalf of the Contractor. Additionally, the County shall not be responsible for paying any workers' compensation insurance for the Contractor.

9.2 INSURANCE

A. **General Requirements.** Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance:

B. **Coverages and Requirements.** During the term of this Agreement, the Contractor shall continuously maintain, at its own expense, the specified coverages and requirements. Failure to maintain the listed insurance requirements throughout the entire duration of this Agreement shall constitute a default event subject to **Section 10.1(C)**. The comprehensive general liability insurance must include broad form property damage coverage.

1. **Minimum Coverages**. Insurance coverage shall be with limits not less than the following:

Comprehensive General Liability – $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damage, including, without limitation, blanket contractual liability. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form property damage, premises operations, severability of interest, products and completed operations, contractual and independent contractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability – $1,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Owned, Hired, and Non-owned vehicles).

Workers' Compensation – **Statutory Limits/Employers' Liability** - $1,000,000 per accident for bodily injury or disease.

Umbrella Excess Liability – $5,000,000 per occurrence and annual aggregate limit.

Environmental Liability – $5,000,000 per loss and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or property that has not been physically damaged or destroyed; cleanup costs, including first-party cleanup of the County's property and third-party cleanup, and bodily injury costs if pollutants affect other properties; and defense costs, including expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and apply to liability arising from sudden, accidental, and gradual pollution conditions and remediation. Coverage also applies to acts, errors, or omissions arising out of, or in connection with, Contractor's scope of work under this Agreement. It extends to the hauling of waste to the Approved Facilities, including non-owned disposal sites ("NODS"),

protecting against, for example, claims involving bodily injury, property damage, and cleanup costs involving NODS. All activities under this Agreement must be specifically scheduled as "covered operations." The County prefers coverage that is occurrence-based. However, if coverage is claims-made basis, the Contractor warrants that any retroactive date under the policy precedes the Effective Date of this Agreement, and that continuous coverage will be maintained or an extended discovery period exercised through the completion or termination of this Agreement for at least five (5) years. This provision does not restrict the County's rights or remedies under this Agreement or Applicable Law in perpetuity.

Technology Professional Liability Errors and Omissions Insurance (Cyber Liability) appropriate to the Contractor's profession and industry practice, with limits of no less than $1,000,000 per occurrence. Coverage for cyber risks must be broad enough to cover the duties and obligations undertaken by the Contractor under this Agreement and should include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security issues. The policy shall also provide coverage for breach response notification and remediation costs, regulatory fines and penalties, credit monitoring expenses, electronic funds transfer losses, electronic data restoration costs, and business interruption expenses, with limits sufficient to address these obligations at the sole discretion of the County's Risk Manager**.**

If the Contractor maintains broader coverage and/or higher limits than the minimums stated above, the County requires and is entitled to the broader coverage and/or higher limits maintained by the Contractor. Any insurance proceeds exceeding the specified minimum limits of insurance and coverage shall be available to the County.

2. Additional Insured. County, along with its officers, agents, employees, and volunteers, shall be named as additional insured on all coverages except for workers' compensation and professional liability.

3. Said policies shall remain in effect for the duration of this Agreement and, except for professional liability coverage, shall be payable on a "per occurrence" basis unless the County's Risk Manager specifically approves in writing a "claims made" basis. For all "claims made" coverage, if the Contractor switches insurance carriers, they must purchase "tail" coverage or otherwise maintain continuous coverage covering the duration of this Agreement and at least three (3) years afterward, except for the five (5) year tail of Pollution Liability Coverage as described above. Proof of such "tail" or other continuous coverage must be provided whenever the Contractor changes to a new carrier prior to receiving any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement, as set forth above, are available throughout the performance of this Agreement.

5. The deductibles or self-insured retentions must be fully disclosed in the certificates of insurance, are the responsibility of the Contractor, and shall be solely borne by the Contractor.

6. Each insurance policy shall provide or be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or limits, except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the County Contract Manager ten (10) Business Days before the delinquent insurance premium payments.

7. Insurance must be placed with insurers holding a current A.M. Best's rating of at least A-VII, or with a surplus line carrier listed on the List of Approved Surplus Line Insurers ("LASLI") with a Best's Key Rating Guide of at least A: X.

8. The policies shall cover all activities of the Contractor, including its officers, employees, agents, and volunteers, that arise out of or are connected with this Agreement.

9. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary, including in relation to the County, its officers, agents, employees, and volunteers. Any insurance held by the County shall apply in excess of, and not contribute with, the insurance provided by the Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

C. **Endorsements.** Before the Effective Date of this Agreement, the Contractor shall provide the County Contract Manager with certificates, additional insured endorsements, primary and non-contributory endorsements, and waivers of subrogation that demonstrate the insurance coverage required by this Agreement. The certificates or endorsements must be signed by a person authorized by the insurer to bind coverage and who is licensed in the State of Nevada. All certificates and endorsements must be received by, and approved by, the County Risk Manager before any work begins.

D. **Renewals.** During the Term of this Agreement, Contractor shall furnish County Contract Manager with certificates and original endorsements on an annual basis reflecting renewals, and upon changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The certificates and endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf and who is licensed by the State of Nevada.

E. **No Cap on Indemnity.** The minimum amounts of coverage described in this **Section 9.2** will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.

F. **Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by State law and shall comply with Chapter 616B of the Nevada Revised Statutes.

G. **Insurance Updates.** The County reserves the right at any time during the Term of this Agreement, in the exercise of its reasonable discretion, to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided that any such modifications shall be deemed a Change in Scope subject to **Section 8.3** above.

H. **Property Damage.** Contractor is responsible to maintain insurance coverage for all damage or loss to any property, including property of the County, caused by Contractor or anyone employed, directed or supervised by Contractor.

I. **Judgements and Fines.** Judgements, fines and associated legal expenses will not be part of the rate base and not deemed an Extraordinary Cost subject to **Section 8.3** above in so far as they are adjudicated as part of the Contractor's liability, individually, jointly or severally.

ARTICLE 10.
DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

A. **Fraud or Deceit.** Contractor practices any fraud or deceit upon the County.

B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation, insurance coverage required by **Section 9.2**, or indemnification coverage as required by this Agreement.

D. **Violations of Regulation.** Contractor violates any material orders or filings of any regulatory body having authority over Contractor relative to this Agreement, which violation the County reasonably determines is material. If Contractor contests any such orders or filings by appropriate proceedings conducted in good faith, no breach or default of this Agreement shall be deemed to have occurred until the conclusion of such proceedings finding that a violation occurred.

E. **Violations of Applicable Law.** If the Contractor violates applicable law related to this Agreement, and the County reasonably determines that the violation is material, then it is considered a breach. However, if the Contractor properly contests any alleged violation through proceedings conducted in good faith, no breach or default of this Agreement shall be considered to have occurred until those proceedings conclude with a finding that a violation took place.

F. **Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.

G. **Failure to Pay or Report.** Contractor fails to make any payments to County required under this Agreement including payment of County Fees and/or refuses to provide County with required information, reports, and/or records in a timely manner as provided for in the Agreement.

H. **Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied within the applicable time provided herein. Additionally, an event of default occurs if Contractor cannot reasonably correct or remedy the breach within the applicable time set forth herein, or if Contractor fails to commence to correct or remedy such violation within the applicable time set forth herein and diligently effect such correction or remedy thereafter.

I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the County by the Contractor in connection with or as an inducement for entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect at the time such representation or disclosure is made, whether or not such representation or disclosure appears as part of this Agreement, shall be considered a breach.

Additionally, a default occurs if any Contractor-provided report contains a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, except for non-numerical typographical and grammatical errors.

J. Seizure or Attachment. There is a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

K. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Contractor related to this Agreement lasting more than seven (7) calendar days that is not otherwise excused by the terms of this Agreement.

L. Criminal Activity. Contractor, its officers, managers, or employees are found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held with the County.

M. Assignment without Approval. Contractor transfers or assigns this Agreement without the expressed written approval of the County unless the assignment is permitted without County approval pursuant to **Section 12.6**.

N. Failure to Perform Any Obligation. Contractor fails to perform any obligation of Contractor established under this Agreement, which the County reasonably determines is material.

County shall provide Contractor written notice of default within seven (7) calendar days of the County's first knowledge of the Contractor's default.

10.2 CONTRACTOR'S RIGHT TO CURE; RIGHT TO TERMINATE UPON EVENT OF DEFAULT

Contractor shall be given ten (10) Business Days from written notification by the County Contract Manager to cure any default which, in the County Contract Manager's reasonable opinion, creates a potential public health and safety threat.

Contractor shall be given ten (10) Business Days from written notification by the County Contract Manager to cure any default arising under subsections C, E, F, I, J and K in **Section 10.1**.

Contractor shall have sixty (60) calendar days from written notice by the County Contract Manager to fix any other default, which does not have to be fixed within ten (10) Business Days. If Contractor cannot reasonably fix a default within the time allowed, except for defaults that pose a health and safety risk, and if the Contractor starts the fix or remedy within the initial period and actively works to complete it afterward, the Contractor will not be considered in default of this Agreement.

10.3 COUNTY'S REMEDIES IN THE EVENT OF DEFAULT

Upon Contractor's default, County has the following remedies in the event of Contractor default:

A. Waiver of Default. County may waive any event of default or may waive the Contractor's requirement to cure a default if County determines that such a waiver is in its best interest. County's waiver of an event of default does not constitute a waiver of future events of default with the same or similar conditions.

B. Suspension of Contractor's Obligation. The County may suspend the Contractor's performance if the Contractor fails to cure the default within the time frame specified in **Section 10.2**, until the Contractor can provide assurance of performance in accordance with **Section 10.8**.

C. **Insolvency.** If the Contractor becomes insolvent, if bankruptcy proceedings are filed by or against the Contractor, or if the Contractor is declared bankrupt or insolvent by any court, or if a receiver, trustee in bankruptcy, or receiver of any of the Contractor's property is appointed in any suit or proceeding involving the Contractor, or if the Contractor makes any assignment for the benefit of creditors, then in each case, this Franchise and the rights and privileges granted hereunder shall immediately cease, be forfeited, and be canceled. However, if within sixty (60) days after the filing and service of any involuntary bankruptcy or receivership petition, the Contractor begins proper proceedings to dismiss or deny the petition or to vacate the receivership, then no default shall accrue until a final adverse decision is made.

D. **Termination For Cause.** The County Contract Manager may, at his or her sole discretion, schedule a public hearing for the County Board of Commissioners to decide whether to terminate this Agreement. Subject to the Contractor's right to cure as described in **Section 10.2**, such a hearing must be scheduled if a default remains uncured thirty (30) calendar days after the County's written notice of default. Additionally, a hearing must be scheduled if the Contractor's default is not cured within ten (10) calendar days and the default:

1. Creates a potential public health and safety threat; or
2. Arises under **Section 10.1** C, E, F, I, J or K.

If the County terminates this Agreement based on the findings adopted at the termination hearing, the County Contract Manager shall first send written notice to the Contractor twenty (20) calendar days before the termination date. After this period, the Contractor shall be relieved from all liabilities and obligations required by this Agreement, except for **Section 9.1** and any other provisions specifically designated to survive termination. Once the twenty (20) day notice period has expired, the County may, at its sole discretion:

1. Directly undertake performance of the services; or
2. Arrange with other Persons to perform the services with or without a written agreement; or
3. Permit Contractor to continue operating under this Agreement including Contractor's Compensation until such time that County is able to find substitute services.

This right of termination is in addition to any other rights upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

E. **Other Available Remedies.** County's election of one (1) or more remedies described herein shall not limit the County from any an all other remedies at law and in equity.

10.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination due to default, the Contractor shall provide the County Contract Manager with immediate access to all of its business records, including but not limited to Proprietary Information and Contractor computer systems related to its Customers, Collection routes, and billing of accounts for Collection services.

10.5 COUNTY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The County's rights to terminate the Agreement under **Section 10.2** and to take possession of the

Contractor's records under **Section 10.4** are not exclusive, and the County's termination of the Agreement shall not be considered an election of remedies. Instead, these rights are in addition to any other legal and equitable rights and remedies that the County may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by County to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and County shall be entitled to injunctive relief (including but not limited to specific performance).

10.6 OPTION TO PURCHASE

A. General. This **Section 10.6** shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of County's legal and/or equitable rights as defined herein and permitted under Applicable Law.

B. Transfer Station. County shall have the right to purchase and acquire the real property identified in **Section 4** of this Agreement, including improvements thereupon, including the Transfer Station and appurtenant fixtures (collectively the "Assets") subject to the following conditions:

1. At all times, the County shall have the first right of refusal for the purchase and acquisition of the Assets.
2. Upon expiration or earlier termination of this Agreement, the County shall have the right to purchase the Assets as set forth herein.
3. Contractor shall not have the authority to offer the Assets for sale or to otherwise transfer the assets to a third party without first notifying the County, at which time County will have the right to purchase the Assets as set forth herein.
4. If the County elects to purchase the Assets, the transaction shall be as follows:
    a. To exercise its option to purchase, the County must provide written notice of its intent to exercise the option within ninety (90) days of becoming eligible to purchase the property (e.g. at termination or expiration of this agreement, or upon notice by the Contractor of its intent to offer the property for sale).
    b. The purchase price shall be paid in cash and shall be paid within thirty (30) days of executing the final purchase and sale agreement.
    c. The purchase price will be calculated based on the "Fair Market Value" of the Assets at the time the purchase and sale agreement is executed.
        i. The parties will use their best efforts to determine the Fair Market Value of the Assets. If the parties are unable to agree on a Fair Market Value, then the Fair Market Value will be determined by arbitration with each party appointing one arbitrator and the two arbitrators so appointed selecting a third arbitrator, with the three arbitrators then and there making a majority decision as to Fair Market Value, which decision is final and binding upon the parties hereto. The arbitrators must make a decision as to Fair Market Value within sixty (60) days after their selection or appointment. The Arbitrator costs will be split equally by the Parties, with each Party bearing its own attorney fees and costs.
    d. Fair Market Value Deductions: Throughout the term of this Agreement, the County may elect to financially assist in the construction or acquisition of improvements or equipment upon the real property described in **Section 4**. If the County elects to acquire

the Assets, then the value of County's financial contribution will be deducted from the Fair Market Value purchase price as follows:

i. The Fair Market Value of the improvement or equipment to which the County contributed will be discounted by a percentage equal to the percentage of the County's share in the total acquisition or construction cost of that improvement or equipment.

ii. To the extent that County retains title to any improvement or equipment, the value of such improvement or equipment will be deducted in its entirety.

C. Pending Acquisition. Contractor shall have the obligation to maintain all Assets up until the termination or expiration of this Agreement. This obligation includes the obligation to repair or rebuild in the event of damage or destruction occurring at any time prior to expiration or termination. Upon the expiration or termination date of this Agreement, and at County's unilateral election, Contractor, or Contractor's successor(s) shall immediately and automatically grant to County an exclusive license to use and operate all Assets for a period of up to ninety (90) days. If, during the 90-day period, County provides its notice of intent to acquire the assets, then the license shall automatically extend for a period of up to three-hundred sixty-five (365) days to allow for the completion of the acquisition process. The license and associated agreement will be negotiated by the Parties upon reasonable terms that would allow for a seamless transition of Solid Waste collection and disposal within the Franchise Fee area.

1. If the County elects to accept the license then the County shall be responsible for all carrying costs of the Assets, including but not limited to taxes, utilities, permit fees, insurance, property & equipment rent, etc.

2. The County will pay minimal site rent not to exceed $1/12^{th}$ of Transfer Station lease payment per month.

10.7 EXCUSE FROM PERFORMANCE

Notwithstanding any other provision in this Agreement, each Party shall be excused from performing its respective obligations hereunder if that Party is prevented from doing so due to floods, earthquakes, other acts of nature, governmental actions (including judicial actions) or inactions, laws or regulations (including, without limitation, restrictions, directives, or orders), epidemics or pandemics that actually negatively impact the Party's ability to perform, war, civil insurrection, riots, and other similar catastrophic events beyond the control of and not caused by the Party claiming excuse from performance (each a "Force Majeure Event").

In cases of labor unrest or job actions directed at a third party over whom the Contractor has no control, the Contractor's inability to provide services under this Agreement due to the unwillingness or failure of that third party to: (i) provide reasonable assurances for the safety of the Contractor's employees while performing such services; or (ii) make reasonable accommodations regarding Container placement, point of Delivery, time of Collection, or other operating conditions to reduce confrontation with picketers or the number of Persons needed to make Collections shall, to that limited extent, excuse performance. This excuse is conditioned on the Contractor's cooperation in performing Collection services at different times and locations. Additionally, in the event of labor unrest, including but not limited to strikes, work stoppages or slowdowns, sickouts, picketing, or other coordinated job actions by or against the Contractor or its subsidiaries, the Contractor shall not be excused from performance. In such cases, the Contractor must continue to provide a reasonably satisfactory level of service, but is not required to strictly follow specific routes, Collection times, or similar details; provided, however, that no more than fourteen (14)

calendar days shall pass between pickups for Residential and Commercial Customers. Any labor action initiated by the Contractor, including but not limited to a lockout, shall not justify an excuse from performance, and the Contractor shall fulfill all obligations under this Agreement during such Contractor-initiated labor actions.

The Party claiming an excuse from performance shall, within two (2) calendar days after receiving notice of such cause, notify the other Party of the facts establishing the cause and assert its claim to excuse under this **Section**.

If either Party validly exercises its rights under this **Section**, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the Force Majeure Events shall not be considered a default by the Contractor under this Agreement.

10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to County and the health and safety of all those members of the public residing or doing business within County who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of County to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and County believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, County may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, so far as possible given the nature of the Force Majeure Event, in such form and substance as County believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by County, such failure or refusal shall be an event of default for purposes of **Section 10.1**.

10.9 DISPUTE RESOLUTION

In the event of dispute between the County Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, the provisions of **Section 10.9** shall apply.

A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this Agreement that results in a material impact on the Contractor's revenue and/or cost of operations, the County and Contractor agree that they will promptly meet and confer to attempt to resolve the matter between themselves.

B. **Mediation.** If disputes arising under this Agreement cannot be resolved satisfactorily between the Parties according to **Section 10.9.A**, the County and Contractor agree that such disputes will be submitted to mandatory, non-binding mediation overseen by a mutually agreed-upon, independent third party.

C. **Period of Time.** Insofar as allowed by Applicable Law, the period otherwise applicable for filing claims against the County under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with **Sections 10.9.A** and

10.9.B.

D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to **Sections 10.9.A**, **10.9.B**, and **10.9.C** have failed and any necessary claim(s) have been denied.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

11.1 CONTRACTOR'S CORPORATE STATUS

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

11.2 CONTRACTOR'S CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

11.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's and County's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or County is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

11.4 NO LITIGATION

To the best of Contractor's and County's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

A. Materially adversely affect the performance by Party of its obligations hereunder;

B. Adversely affect the validity or enforceability of this Agreement; or,

C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

11.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's and County's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

11.6 NO LEGAL PROHIBITION

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of either their obligations under this Agreement and the transactions contemplated hereby.

11.7 CONTRACTOR'S ABILITY TO PERFORM

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

ARTICLE 12.
OTHER AGREEMENTS OF THE PARTIES

12.1 RELATIONSHIP OF PARTIES

The Parties agree that the Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the County, and not as an officer or employee of the County, nor as a partner, agent, or joint venturer with the County. No employee or agent of the Contractor shall be considered or treated as an employee or agent of the County. The Contractor shall have exclusive control over how and when the services are performed, except as explicitly stated herein. The Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither the Contractor nor its officers, employees, Subcontractors, or agents shall acquire any rights to retirement benefits, workers' compensation benefits, or other benefits typically available to County employees by virtue of their employment with the County.

12.2 COMPLIANCE WITH LAW

Contractor shall at all times, at its sole cost, comply with all Applicable Laws.

12.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

12.4 JURISDICTION

Any lawsuits, at law or in equity, between the Parties arising out of this Agreement shall be filed in a court of competent jurisdiction in the County. With respect to venue, the Parties agree that this Agreement is made in and will be performed in the County. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

12.5 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

12.6 NO ASSIGNMENT

Contractor shall not sell, transfer, assign or lease all or any portion of this Agreement, or the Transfer Station nor any interest therein, nor shall any of the rights or privileges granted hereby unto Contractor be sold, transferred, assigned or leased without the prior written consent of County being first had and obtained. Any such assignment made without the consent of the County shall be void and the attempted

assignment shall constitute a material breach of this Agreement.

12.7 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and shall not be construed to, create any rights for third parties to bring actions to enforce its terms.

12.8 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement does not constitute a waiver of any other breach or violation, nor of any future breach or violation of the same or different provisions. Likewise, the subsequent acceptance by either Party of any monies due shall not be considered a waiver of any existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.9 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications that this Agreement requires, authorizes, or considers, shall be in writing and either personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class, postage prepaid, to the following address:

If to County:
Douglas County Board of Commissioners
County Manager
P.O. Box 218
Minden, NV 89423

If to Contractor:
Douglas Disposal, Inc.
Attn: Jeffery R. Tillman, President
2140 Ruth Avenue
South Lake Tahoe, CA 96150

With a copy to:
Alling & Jillson, Ltd
276 Kingsbury Grade, Suite 2000
PO Box 3390
Stateline, NV 89449

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this **Section**. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, such email notification shall not constitute official notice.

12.10 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "County" refer to the County's elected body and all actions to be taken by the County, unless otherwise specified in this **Section 12.10**. Each mention of an act performed by or obligation of the County Contract Manager in this Agreement signifies a delegation of authority from the County. The County may, in writing, delegate additional authority to the County Contract Manager and/or other County officials, and may permit these officials to delegate, in writing, some or all of that authority to subordinate officers. The Contractor may rely on actions taken by these delegates if they fall

within the scope of their properly delegated authority.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who will act as the Contractor's representative in all matters related to the Agreement. The Contractor must inform the County in writing of this designation and any limitations on the officer's authority to bind the Contractor. The County may rely on actions taken by the designated representative as actions of the Contractor, unless those actions fall outside the scope of the authority delegated to him or her by the Contractor as communicated to the County.

ARTICLE 13. MISCELLANEOUS

13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. The Parties hereto agree to use good faith in all dealings under this Agreement.

13.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

13.4 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

13.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.6 ATTORNEY'S FEES

In the event that any legal action is commenced by a Party hereto, the prevailing party in any such action shall be entitled to their reasonable attorney's fees and costs incurred in addition to any other relief afforded to such Party.

13.7 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

13.8 EXHIBITS

Each of the Exhibits identified as Exhibit "A" through "J" is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in Douglas, Nevada on the day and year first above written.

County of Douglas

Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:

Amy Burgans Date
County Clerk

"CONTRACTOR"

Signature Date

Print Name of Signatory

Title of Signatory

Signature Date

Print Name of Signatory

Title of Signatory

FRANCHISE EXHIBITS

EXHIBIT A: DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

"Abandoned Waste" means Recyclable Materials, Organic Materials, Solid Waste, C&D, Excluded Waste, or other materials which have been abandoned, littered, or illegally dumped in the public right of way or on public or County property.

"Affiliate" means any Person that is directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. Any such Person shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliate" as used herein, except Affiliates shall be limited to those Persons which are directly or indirectly involved in the provision of service under this Agreement. An Affiliate shall include: (i) a Person in which Contractor has a direct or indirect Ownership interest; (ii) a Person which has a direct or indirect ownership interest in Contractor: and/or (iii) a Person who is also Owned, controlled, or managed by any Person which has a direct or indirect Ownership interest in Contractor. For purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date this Agreement is executed. For the purpose of determining Ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interests of less than fifty percent (50%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents.

"Agreement" means this Agreement between County and Contractor, including all exhibits, and any future amendments hereto.

"Animal-Resistant" means a Cart equipped with a locking lid that is intended, but not guaranteed, to prevent tampering by bears and other animals.

"Annual Average" means the result of the sum of the monthly index numbers for a specific index for the twelve (12) months beginning with January and ending with December of the appropriate calendar year, divided by twelve (12).

"Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement.

"Approved Disposal Facility" means any of the Approved Disposal Facilities set forth in Exhibit C.

"Approved Facility(ies)" means any one of or any combination of the: Approved Recovery Facilities; Approved Organic and Recycling Materials Processing Facilities; and/or Approved Disposal Facilities. The current Approved Facilities are set forth in Exhibit C to the Agreement.

"Approved Processing Facility(ies)" means any one of or any combination of the: Approved Recyclable Materials Processing Facilities or Approved Organic Materials Processing Facilities.

"Approved Recovery Facility" means any of the Approved Recovery Facilities set forth in Exhibit C.

"Bear Box" means a metal container used at a Residential property which is intended to store Solid Waste until Collection Day, and which includes a locking mechanism to prevent bear access.

"Bin" means a Container with a hinged and tight-fitting lid and wheels designed or intended to be mechanically serviced by a commercial Collection vehicle. It shall be designed to hold from one (1) to (6) cubic yards of material with the lid properly closed. Temporary Bins may be open topped.

"Business Days" mean days during which the County offices are open to do business with the public.

"Cardboard" means a thin, stiff pasteboard made of paper pulp, used for making cartons, signs, and boxes. Cardboard is a subset of Recyclable Materials.

"Cart" means a plastic Container with a hinged and tight-fitting lid and wheels that is serviced by an automated or Semi-Automated Collection vehicle. A Cart has capacity of at least 20 and not more than 95 gallons and is provided by Contractor, approved by the County, and used by Customers for Collection, accumulation, and removal of Solid Waste from Commercial or Residential premises in connection with Collection Services.

"Change in Law" means any of the following events or conditions that has a material and adverse effect on the performance by either Party or any Subcontractor of its respective obligations under this Agreement (except for payment obligations) or on the activities of any Approved Facility in connection with this Agreement:

a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation, of any Applicable Law on or after the Effective Date; or

b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of County or of Contractor (or Subcontractor), whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

"Collect" or **"Collection"** (or any variation thereof) means the act of taking possession of Solid Waste and other material at the place of generation in County.

"Commencement Date" means the date specified in Section 2.1 when the Agreement becomes effective.

"Commercial" shall mean of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

"Commercial Premises" means that portion of any building or other Premises which is not Residential.

"Compactor" means any Container which has a compaction mechanism, whether stationary or mobile. Compactors are most typically roll-off Containers but may also be Bins.

"Complaint" shall mean each written or orally communicated statement made by any Person, whether to County or Contractor, alleging: (1) non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; or (2) a violation by Contractor of this Agreement.

"Construction and Demolition Debris (C&D)" means solid wastes consisting of building materials, and packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures that are not hazardous, and that contain no more than 1% putrescible wastes by volume. Construction and Demolition Debris includes the following items which meet the above criteria: (i) components of the building or structure that is the subject of construction work including, but not limited to, untreated lumber and untreated wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilating, and air conditioning systems and their components, lighting fixtures, appliances, equipment, furnishings, and other fixtures; (ii) tools and building materials consumed or partially consumed in the course of construction work including material generated at construction trailers, such as blueprints, plans, and other similar wastes; (iii) cardboard and other packaging materials derived from materials installed in or applied to the building or structure or from tools and equipment used in the course of the construction work; (iv) plant materials resulting from construction work when commingled with dirt, rock, inert debris or Construction and Demolition Debris; and (v) Recyclables generated by construction and demolition activities.

"Container(s)" mean Bins, Carts, Compactors, Customer Owned Containers, and Drop Boxes.

"Contamination" means the presence of Prohibited Container Contaminants in a Container.

"Contractor" means Douglas Disposal, Inc., organized and operating under the laws of the State through its officers, directors, employees, agents, Affiliates, and Subcontractors, and its successors and assigns.

"Contractor's Compensation" means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

"Contractor's Contract Administrator" means the President of Contractor, who is authorized by Contractor.

"County" means Douglas County, Nevada, a political subdivision of the State of Nevada, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

"County Board of Commissioners" means the duly elected representative board, or its successor municipal governing body, of the County.

"County Contract Manager" means the County Manager or their designee, who is responsible for the administrative management of this Agreement.

"County Fees" means all fees payable to the County, identified and referenced in Article 7 of this Agreement.

"Criminal Activity" means the approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction, or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based, in the case of Contractor's employees, on acts taken in their official capacity on behalf of Contractor, with respect to:

a. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement;
b. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
c. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
d. Unlawful disposal of Hazardous Waste or Designated Waste, the occurrence of which any Contractor Party knew or should have known;
e. Violation of antitrust laws, including laws related to price-fixing, bid-rigging, and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees;
f. Violation of securities laws; or
g. Felonies or misdemeanors involving moral turpitude.

"Curb" or **"Curbside"** means as near but in no event more than five (5) feet from the property line that abuts a paved public street or, in the event the property does not abut a paved public street, where the property abuts a public street, alley, right-of-way or easement and, in the case of a Commercial location, in the service alley of a Commercial or institutional entity.

"Customer" means the Owner or Occupant who is billed by Contractor at any Premises at which Solid Waste, Recyclable Materials, or Organic Waste, as applicable, are generated and collected by Contractor.

"Customer Account Information Database" means the Customer Account Information Database that shall be developed, maintained, and monitored in accordance with the requirements of this Agreement.

"Customer Type" means the Customer's sector category including, but not limited to, Single-Family Residential, Multi-Family, Commercial, and County.

"Divert" or **"Diversion"** (or any variation thereof) means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the County.

"Discarded Materials" means Solid Waste, Recyclable Materials, or Organic Waste, as applicable, placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

"Disposal" or **"Dispose"** (or any variation thereof) means the final disposition of Solid Waste, or Processing Residue at a Disposal Facility. "Disposal Facility" means a landfill, or other facility for ultimate Disposal of Solid Waste.

"Drop Box" means an open-top or closed top Container with a capacity of nine (9) to fifty (50) cubic yards that is serviced by a roll-off Collection vehicle.

"Dwelling Unit" means any individual living unit in a: Single-Family Residential dwelling (SFD) or Multi-Family Residential dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living, including a Single Room Occupancy.

"Effective Date" means the date on which the latter of the two Parties signs this Agreement.

"Electronic Waste" or "E-Waste" means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or County to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint. Excluded Waste does not include Used Motor Oil and Filters, or household batteries.

"Federal" means belonging to or pertaining to the Federal government of the United States.

"Flow Control" means County right to direct Discarded Materials to a facility of the County's choosing.

"Franchise Fee" means the fee paid by Contractor to the County solely because of its status as party to this Agreement, and which, inter alia, is intended to compensate County for its expenses in administering this Agreement and to fund other waste management activities or programs.

"Generator" means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to regulation.

"Gross Receipts" means revenues collected under the provisions of this Agreement, including, but not limited to, revenues from any rates, fees, or any other charges collected from Customers or users of Transfer Station by the Contractor for the provision of services pursuant to this Agreement. The term does not include Construction and Demolition Debris revenues for Drop Boxes larger than eight (8) yards or rental revenues from waste containers supplied by Douglas Disposal Container Service, except any portion of that revenue from rates, fees, or any other charges paid for disposal of the Solid Waste or Recyclable Materials collected in the containers; provided, however, that exclusions from Gross Receipts are subject to reexamination and determination by the Board of County Commissioners.

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; and, (v) the Clean Air Act, 42 USC §7901 et seq.; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products. "Hazardous Waste" means all substances listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder. To the extent that the State of Nevada adopts legislation with a broader definition of "Hazardous Waste" or a more stringent regulation applicable thereto, the Nevada legislation shall apply.

"Holidays" are defined as New Year's Day, Thanksgiving Day, and Christmas Day.

"Household Hazardous Waste" or **"HHW"** means Hazardous Waste generated at Residential Premises within the County and includes any substance or mixture that, if improperly handled, may be damaging to human health and well-being or a threat to the environment. HHW includes flammables, combustibles, poisons, toxics, oxidizers, corrosives, compressed gas, oil, antifreeze, explosives, and radioactive materials as well as any other hazardous waste as described in the Hazardous Waste Management Reform Act of 1995.

"Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments.

"Occupant" means the Person who occupies a Premises.

"Organic Materials" means Yard Trimmings and Food Waste, individually or collectively. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.

"Organic Waste" means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

"Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

"Party" or **"Parties"** refers to the County and Contractor, individually or together.

"Person(s)" means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal person.

"Premises" means any land or building in the County where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

"Processing" or **"Process"** means to prepare, treat, or convert through some special method.

"Processing Facility" means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

"Prohibited Container Contaminants" means Excluded Waste placed in any Container.

"Proprietary Information" or **"Proprietary"** means that information provided by Contractor to the County which is protected from disclosure by the Nevada Public Records Act and meets that definition of Proprietary Information. Nothing shall be considered Proprietary which is required to be submitted to the County in any report described in this Agreement. Contractor's Customer lists for Customers served under this Agreement are specifically not considered Proprietary for the purposes of this Agreement, however, the County may protect such information from disclosure consistent with the provisions of the Public Records Act.

"Public Street" means all County-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

"Rate" means the maximum amount, expressed as a dollar unit, approved by the County that the Contractor may bill a Customer for providing services under this Agreement. A Rate will be established for each individual Service Level. The Rates approved by County are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the County.

"Rate Period" means a twelve (12) month period, commencing July 1 and concluding June 30.

"Recyclable Materials" means materials which are reused or Processed or are in the future reused or Processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of state and federal law. The term "Recyclable Material" includes paper newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other, beverage containers, transformable and compostable materials, used motor oil, automotive batteries, antifreeze, latex paint, brick and stone in reusable size and condition, and such other material designated by the County or under state or federal law.

"Recycle" or **"Recycling"** means the Process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility material that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

"Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, cooperative apartments, and Single Room Occupancies.

"Residue" means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

"Reusable Materials" means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

"Semi-Automated" Collection service means the use of Collection vehicles with automated tippers to empty Carts.

"Service Level" refers to the size of a Customer's Container and the frequency of Collection service.

"Service Opportunity" means each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer's location.

"Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, incinerator residue, street refuse whether organic or inorganic, rubbish, junk vehicles, dead animals, industrial wastes, compostable materials, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes; but excludes Hazardous Wastes, Special Wastes and Medical Wastes. The term does not include furniture, household appliances or hazardous waste managed pursuant to NRS 459.400 to 459.600, inclusive, or Construction or Demolition Debris as defined herein.

"State" means the State of Nevada.

"Term" means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

"Temporary Bin" means a collection container of no less than six (6) cubic yards in capacity and no greater than fifty (50) cubic yards in capacity for temporary collection of solid waste, recyclables, or organic materials.

"Ton" or **"Tonnage"** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

"Trade Secrets" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives actual independent economic value from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and, (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Transfer" means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

"Transfer Station" means the Douglas County facility located at 902 Dump Road, APN 1221-18-000-006 in Douglas County, Nevada.

"Transportation" or **"Transport"** means the act of conveying Collected materials from one location to another.

"Working Days" means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

"Yard Trimmings" means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, pruning's, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in County Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

Exhibit B

TRANSFER STATION LEASE ADDENDUM

This Addendum is entered between Douglas Disposal, Inc., (DDI) a Nevada corporation, and Douglas County, a political subdivision of the State of Nevada (County).

Recitals

In 1999, the County and DDI entered a Public/Private Lease Agreement pertaining to real property owned by DDI and situated in Douglas County, Nevada (APN 1221-18-000-006), this agreement was recorded as Document Number 1999-481198 ("1999 Agreement").

In accordance with the 1999 Agreement, the County constructed a transfer station upon the property, which is utilized for the collection and sorting of garbage and debris under a Franchise Agreement between the Parties.

Under the terms of the 1999 Agreement, the County leased the real property from DDI for a period of 25 years plus the time for construction, and then the County leased the facility back to DDI for the same period.

The initial term of the original Franchise Agreement has expired and the parties have entered an updated agreement to extend the term for an additional period (the "2026 Franchise Agreement").

The Parties agree that the County's 25 year "Initial Term" under the 1999 Agreement ends on October 2, 2026. Under Paragraph 1 of the 1999 Agreement the County may exercise an additional option period, and under Paragraph 4, the parties may agree to additional terms to extend the lease to match extensions of a franchise arrangement between the Parties.

Agreement

The Parties agree as follows:

1. The term of the County's lease of the land shall extend beyond the Initial Term to coincide with the term of the 2026 Franchise Agreement, including any option period therein, if exercised (collectively "Extended Lease Term"). The County's rent obligation to DDI during the Extended Lease Term shall remain unchanged from its rent obligation during the Initial Term.
2. DDI's rent obligation to the County during the Extended Lease Term shall remain unchanged from its rent obligation during the Initial Term.
3. The terms of the 1999 Agreement otherwise remain unchanged and this Addendum shall survive the early termination of the 2026 Franchise Agreement, unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year hereinafter written.

DOUGLAS COUNTY	DOUGLAS DISPOSAL, INC.
Dated: _____	Dated: _____
	By: _____
By: _____	_____, President

Order No.: 94071288

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada County of Douglas, described as follows:

A parcel of land located within the South one-half of the North one-half of Section 18, Township 12 North, Range 21 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of the West one-half of the Southwest one-quarter of the Northeast one-quarter of said Section 18; thence South 01°07'04" West, along the East line of said West one-half, 940.70 feet; thence North 82°55'37" West, 602.68 feet; thence South 82°59'17" West, 311.61 feet; thence South 80°22'08" West, 87.53 feet; thence South 82°59'17" West, 59.90 feet; thence 163.87 feet along the arc of a curve to the right having a central angle of 29°54'02" and a radius of 314.00 feet (chord bears North 82°03'42" West, 162.01 feet); thence North 67°06'41" West, 48.37 feet; thence 34.65 feet along the arc of a curve to the left having a central angle of 39°42'30" and a radius of 50.00 feet, (chord bears North 86°57'56" West, 33.96 feet), to a point on the West line of the East one-half of the Southeast one-quarter of the Northwest one-quarter of said Section 18; thence North 00°58'26" East, along said West line, 717.70 feet to a fence line; thence South 83°47'49" East, along said fence line, 178.48 feet; thence North 06°52'50" East, continuing along said fence line, 145.86 feet to a point on the North line of the South one-half of the Northwest one-quarter of said Section 18; thence North 87°55'20" East, along said North line, 458.18 feet to the center-North one-sixteenth corner of said Section 18; thence North 87°54'26" East, along the North line of the South one-half of the Northeast one-quarter of said Section 18, 645.85 feet to the POINT OF BEGINNING.

Said premises more fully shown as Parcel 1, as set forth in that certain Record of Survey #30 for Douglas County, recorded October 8, 1993, in Book 1093, Page 1241, as Document No. 319680, Official Records of Douglas County, Nevada.

Assessor's Parcel No. 29-110-21.

TOGETHER WITH an appurtenant 50 foot non-exclusive private access and public utility easement as set forth on the herein-above Record of Survey.

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 OCT -4 P4:03

347597

SUZANNE BEAUDREAU
RECORDER

$ 8.00 PAID KO DEPUTY

BK1094PG0404

Exhibit C

Douglas Disposal, Inc. Approved Facilities List 2026

Approved Recovery Facilities

1. **Douglas County Transfer Station:** Mixed recycling / Organics / MSW – 902 Dump Road, Gardnerville, NV

Approved Recyclable Materials Processing Facilities

1. **Green Evolution Recycling**: Carboard/ Paper – 4800 Florin Perkins Rd Sacramento, CA 95826
2. **International Paper**: Aluminum – 1714 Cebrian ST West Sacramento, CA 95691
3. **Strategic Materials Inc.:** Glass – 5850 88th Street Sacramento, CA 95828
4. **Mings Resource Corporation:** PETE/HDPE/ Rigid Plastic – 8380 Florin Rd Sacramento, CA 95828
5. **Universal Steel:** Tin/ Steel – 5855 Sheep Drive Carson City, NV 89701
6. **CEAR:** CA CRTs – 3678 LeMay Street Mather, CA 95655
7. **Allied Environmental Services LLC:** E-Waste/ Freon Evacuation – PO Box 503190 White City, OR 97503.
8. **World Oil Environmental Service:** Used Oil – 1300 S. Santa Fe Ave Compton, CA 90221
9. **Clean Earth:** Household Hazardous Waste
10. **Shamrock Tire Recycling:** Tires – PO Box 55162 Stockton, CA 95205
11. **Paint Care:** Paint – 1500 Rhode Island Ave, Washington Ave, NW Washington DC 20005
12. **Mattress Recycling Council ByeBye Mattress:** Mattresses/ Box Springs
13. **California Carpet Stewardship Program:** Carpet – PO Box 786 Chino, CA 91708
14. **Curtis and Sons Construction Inc**: C&D – PO Box 2911 Minden, NV 89423

Approved Organic Materials Processing Facilities

1. **Full Circle:** Pine Needles/ Food Waste – PO Box 640 Minden, NV 89423
2. **Bently Agro Dynamics:** Green Waste (stumps, chips, aquatic weed) – 1089 Stockyard Road Minden, NV 89423

Approved Disposal Facilities

1. **Lockwood Landfill**: ADC/ MSW – 2700 East Mustang Rd Sparks, NV 89434
2. **Carson Landfill:** ADC/ MSW – 4000 Flint Rd Carson, NV 98701

Exhibit D

RECYCLING SERVICES

1.1 **Separation Box.** Separation boxes for the collection of recyclable materials. The size, annual loads and location of the containers are as follows:

Separation Box Location	Box Size	Estimated Loads
Jacks Valley Elementary School	20 yd. or 30 yd.	202
Pau Wa Lu Middle School	20 yd. or 30 yd.	103
Topaz Ranch Estates	20 yd. or 30 yd.	39
Gardnerville Elementary School	20 yd. or 30 yd.	53
Total		**397**

1.2 **White Office Paper.** White office paper routes (twice per month) for the collection of recyclable materials. The size and customer name are as follows:

Customer	Container Size
Maxton Manufacturing	2 yd. to 4 yd.
Carson Valley Vet Hospital	2 yd. to 4 yd.
Douglas County Sheriff's Office	2 yd. to 4 yd. (2 containers)
Douglas County Manager	2 yd. to 4 yd.
Douglas County Administrative Offices	2 yd. to 4 yd.
Douglas County High School	2 yd. to 4 yd.
Douglas County School District Bldg. C-1	2 yd. to 4 yd. (2 containers)

1.3 **Aluminum.** Containers for the collection of aluminum recyclable materials. The size, annual loads and location of the containers are as follows:

Aluminum Container Location	Box Size	Annual Loads
Boy Scouts (at Smith's)	6 yd.	2
Douglas County Animal Shelter	6 yd.	26

1.4 **Cardboard Material.** Containers for the collection of cardboard material (weekly). The size and location of the containers are as follows:

Customer	Container Size
Kachalloween	4 yd.
Allegiance Diesel	2 yd.
US Post Office Ranchos	6 yd.
Recycle Scarselli Elementary School	2 yd.
Recycle Pau Wa Lu Middle School	3 yd.
Recycle C C Meneley Elementary School	3 yd.
Carson Valley Golf Course	2 yd.
US Post Office Gardnerville	6 yd.
Community Senior Center	6 yd.
Recycle Gardnerville Elementary School	3 yd.
Minden Mill Distilling	3 yd.
Recycle Minden Elementary School	2 yd.
Carson Valley Vet Hospital	6 yd.
Bently Ranch	6 yd.
David Davis	4 yd.
American AVK	6 yd.
Park Meridian Association	2 yd.
Franklin Armory	3 yd.
Douglas County School District Bldg. C-1	4 yd.
Coastal Aire & Sheet Metal	3 yd.
Devise Solutions	2 yd.
Brightsign	4 yd.
Ron Wilson and Associates	2 yd.
Clear Creek Golf	6 yd.
Summit Camp	3 yd.
Clear Creek Golf	4 yd.
Chilis Grill & Bar #977	6 yd.
Del Taco #1319	2 yd.
Wible Partners	6 yd.
Petco #1121	6 yd.
Recycle Jacks Valley Elementary School	2 yd.
Biomat USA	4 yd.
DCD Development	2 yd.
Carson Motor Sports	4 yd.
Duramax Store Inc	3 yd.
Bently Ranch	6 yd.

Exhibit E

RATE SETTING PROCEDURE

SECTION 1: ANNUAL ADJUSTMENTS

1.1 Annual Adjustments

Contractor shall (subject to compliance with all provisions of this Section) receive an annual adjustment in the listed elements of the Residential, Commercial and Transfer Station Rates as set forth in Exhibit E2 and further defined below.

1.1.1 Collection Services

a. Collection Element Adjustment. On May 1, 2026, and annually thereafter, the "Collection Elements" (or "CE") of the Collection Service Rates set forth in Service Rate Forms 1 & 2 of Exhibit E2 shall be adjusted using the Refuse Rate Index, (RRI) methodology as set forth in Exhibit E3, which is attached to and included in this Agreement.

b. Disposal Element Adjustments. The "Disposal Elements" (or "DE") are based on the approved rates at the Douglas County Transfer Station and are set forth on Service Rate Forms 1 & 2 of Exhibit E2. On May 1, 2026, and annually thereafter, the "Disposal Elements" will be adjusted based on the following formula:

$$DE_{NEW} = \frac{Transfer\ Station\ Rate_{NEW} - Transfer\ Station\ Rate_{OLD}}{Transfer\ Station\ Rate_{OLD}} \times DE_{OLD}$$

c. Franchise Fee Element Adjustments ("FFE"). The "Franchise Fee Element" is a percentage of the Collection and Disposal Rates and is set forth on Service Rate Forms 1 & 2 of Exhibit E2. On May 1, 2026, and annually thereafter, the "Franchise Fee Elements" (per ton) will be adjusted based on the following formula:

$$FFE_{NEW} = \big((\Delta CE + \Delta DE) \times Franchise\ Fee\ Percentage\big) + FFE_{OLD}$$

$$\Delta CE = CE_{NEW} - CE_{OLD}$$

$$\Delta DE = DE_{NEW} - DE_{OLD}$$

1.1.2 Transfer Station Services

a. Operation and Hauling Element Adjustment. The "Operation and Hauling Elements" (or "OH") of the Transfer Station Rates set forth in Exhibit E2 shall be adjusted using the Refuse Rate Index, (RRI) methodology as set forth in Exhibit E3. The financial information to be provided by Contractor under this element shall be the information for the operation of the transfer station.

Landfill Element Adjustments. The "Landfill Elements" (or "LE") are based on the approved rates at the Landfill and are set forth in Exhibit E2. On May 1, 2026, and annually thereafter, the "Landfill Elements" of the Transfer Station Rates set forth in Exhibit E2 shall be increased as set forth herein. Any change in the fees or charges paid

by Contractor to the receiving landfill for the disposal of solid waste at the Landfill will result in an adjustment in the appropriate "Landfill Element" based on the following formula:

$$LE_{NEW} = \frac{Landfill\ Tipping\ Fee_{NEW} - Landfill\ Tipping\ Fee_{OLD}}{Landfill\ Tipping\ Fee_{OLD}} LE_{OLD}$$

b. Franchise Fee Element (Transfer Station) Adjustment (previously known as County Surcharge Element Adjustments). The "Franchise Fee Elements (Transfer Station)" (or "FFETS") are set forth in Exhibit E2. On May 1, 2026, and, except as set forth in below, annually thereafter during the term of this Agreement, the per ton "Franchise Fee Element (Transfer Station)" of the Transfer Station Rates set forth in Exhibit E2 shall be increased or decreased as set forth herein. Any change in the surcharge imposed by County will result in an adjustment in the appropriate "Franchise Fee Element" based on the following formula:

$$FFETS_{NEW} = \big((\Delta OH + \Delta LE) \times Franchise\ Fee\ Percentage\big) + FFETS_{OLD}$$

$$\Delta OH = OH_{NEW} - OH_{OLD}$$

$$\Delta LE = LE_{NEW} - LE_{OLD}$$

1.2 Adjustment Process

a. Adjustment Calculations. Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

b. Notification. Within thirty (30) calendar days of Contractor providing its financial information as required for the pertinent adjustments, County shall notify Contractor of the adjustment to the affected Collection Service Rates and Transfer Station Rates to take place on the immediately following **July 1st**.

c. Non-Annual Increases. Except as set forth in this paragraph, any non-annual rate increases shall require prior County approval. Contractor shall have the right to increase the "Disposal Element" or "Franchise Fee Element" of the Collection Service Rates, or the "Landfill Element" or "Franchise Fee (Transfer Station) Element" (previously known as County Surcharge Element) of the Transfer Station Rates, as appropriate, without the prior approval of County, upon thirty (30) days advance written notice to County in the event of an occurrence of one or more of the following events:

i. In the event of an increase in the fees or charges paid by Contractor to the receiving landfill for the disposal of solid waste at Landfill, the "Landfill Element" of the Transfer Station Rates and the "Disposal Element" and "Franchise Fee Element" of the Collection Service Rates may be adjusted. Such rate adjustments shall be calculated as set forth above provided, however, the increase cannot exceed twelve percent (12%) in twenty-four (24) months without prior approval of County.

ii. In the event of an increase in Douglas County imposed surcharges or franchise fees, the "Franchise Fee (Transfer Station) Element" (previously known as County Surcharge Element) and the "Disposal Element" and "Franchise Fee Element" of the Collection

Service Rate may be adjusted. Such rate adjustments shall be calculated as set forth above.

d. Automatic Decreases. In the event of a decrease in the fees or charges paid by Contractor to the receiving Landfill, for the disposal of solid waste at Landfill, or a decrease in Douglas County imposed surcharges, or a decrease in the Franchise Fee, or other fees or charges paid to Douglas County, Contractor shall automatically decrease the appropriate element of its Collections Service Rates or Transfer Station Rates effective upon the date of the decrease.

e. Contracts and Subcontracts. If Contractor, on Contractor's initiative, agrees to terms with any other entity operating within the geographic area of East Fork Township for the collection and disposal of Solid Waste and if County finds that some or all of the rates, fees, or charges imposed pursuant to that agreement would tend, either directly or indirectly, to unfairly or unevenly confer benefits on ratepayers under the agreement that are not enjoyed by ratepayers under this Agreement or that are in any way supported by ratepayers under this Agreement, then County is authorized to immediately adopt modified rates, fees, or charges imposed pursuant to this Agreement and to establish identical or substantially equivalent rates, charges or fees.

f. Nothing in this Agreement will limit County, if it so desires, from joining or cooperating in ratemaking procedures with other entities in order to save resources and reduce duplication.

SECTION 2: INITIAL RATES

2.1 Service Rate Form 1

Residential Collection Service Rates, East Fork Township, Effective July 1, 2025

Residential Collection Service Rates Carson Valley (Quarterly/Advance)				
	Effective			**7/1/2025**
Douglas Disposal Inc.	**Monthly Service Rate**			
	Collection Element	**Disposal Element**	**Franchise Fee Element**	**Total**
1 (32-gallon)	$ 16.03	$ 2.24	$ 1.45	**$ 19.72**
2 (32-gallon)	$ 21.33	$ 4.48	$ 2.04	**$ 27.85**
3 (32-gallon)	$ 30.57	$ 6.71	$ 2.94	**$ 40.22**
4 (32-gallon)	$ 42.66	$ 8.95	$ 4.08	**$ 55.69**
voucher (32 -45 gallon)	$ 3.59	$ 2.56	$ 0.48	**$ 6.63**
mini (15-20 gallon)	$ 13.43	$ 1.09	$ 1.16	**$ 15.68**
tote (90-gallon)	$ 20.90	$ 6.71	$ 2.17	**$ 29.78**
animal resistant tote (90-gallon)	$ 26.08	$ 6.71	$ 2.60	**$ 35.39**
animal resistant tote (35-gallon)	$ 19.17	$ 2.44	$ 1.72	**$ 23.33**
	Quarterly Service Rate			
	Collection Element	**Disposal Element**	**Franchise Fee Element**	**Total**
1 (32-gallon)	$ 48.09	$ 6.72	$ 4.35	**$ 59.16**
2 (32-gallon)	$ 63.99	$ 13.44	$ 6.12	**$ 83.55**
3 (32-gallon)	$ 91.71	$ 20.13	$ 8.82	**$120.66**
4 (32-gallon)	$ 127.98	$ 26.85	$ 12.24	**$167.07**
voucher (32 -45 gallon)	N/A	N/A	N/A	**N/A**
mini (15-20 gallon)	$ 40.29	$ 3.27	$ 3.48	**$ 47.04**
tote (90-gallon)	$ 62.70	$ 20.13	$ 6.51	**$ 89.34**
animal resistant tote (90-gallon)	$ 78.24	$ 20.13	$ 7.80	**$106.17**
animal resistant tote (35-gallon)	$ 57.51	$ 7.32	$ 5.16	**$ 69.99**
House Service (in addition to above charges):				**$ 23.82**

2.2 Service Rate Form 2

Commercial Collection Service Rates, East Fork Township, Effective July 1, 2025

Commercial Collection Service Rates Carson Valley (Per Collection/Arrears) Effective 7/1/2025						
Douglas Disposal Inc.	**Service Rate per Pick Up**					
	Collection Element	**Disposal Element**	**Franchise Fee Element**	**Total**		
Totes						
32-gallon tote/bag	$ 4.85	$ 0.52	$ 0.43	**$ 5.80**		
extra 32-gallon tote/bag	$ 4.85	$ 0.52	$ 0.43	**$ 5.80**		
90-gallon tote	$ 5.85	$ 1.55	$ 0.58	**$ 7.98**		
extra 90-gallon tote	$ 5.85	$ 1.55	$ 0.58	**$ 7.98**		
Per Cubic Yd						
one (1) cubic yard	$ 12.35	$ 3.10	$ 1.22	**$ 16.67**		
extra cubic yard	$ 12.35	$ 3.10	$ 1.22	**$ 16.67**		
compacted rate per cubic yard	$ 27.18	$ 6.82	$ 2.68	**$ 36.68**		
extra compacted cubic yard	$ 27.18	$ 6.82	$ 2.68	**$ 36.68**		
Permanent Drop Boxes					**Area A Rate**	**Area B Rate**
6-cubic yard	$ 236.05	$ 18.61	$ 20.26	**$274.92**	**$195.00**	**$248.28**
10-cubic yard special	$ 481.63	$ 188.11	$ 52.46	**$722.20**	**$649.53**	**$649.53**
15-cubic yard	$ 457.91	$ 43.42	$ 39.85	**$541.18**	**$339.00**	**$429.00**
20-cubic yard	$ 592.61	$ 62.02	$ 52.00	**$706.63**	**$393.00**	**$483.00**
25-cubic yard	$ 660.31	$ 73.50	$ 58.27	**$792.08**	**$484.00**	**$574.00**
30-cubic yard	$ 705.20	$ 89.55	$ 63.05	**$857.80**	**$574.00**	**$664.00**
Area B rates apply to locations south of Leviathan Mine Road on US 395						

2.3 Service Rate Transfer Station

Transfer Station Service Rates, East Fork Township, Effective July 1, 2025

Transfer Station Service Rates				
		Effective	7/1/2025	
Douglas Disposal Inc.	**Transfer Station Service Rates**			
	Operation & Hauling Element	**Landfill Element**	**Franchise Fee Element**	**Total**
Rates per Ton				
Solid Waste per Ton	$ 97.36	$ 21.07	$ 9.47	**$127.90**
Green Waste per Ton	$ 43.76	$ 8.00	$ 4.14	**$ 55.90**
Rates per Yard (only used if scales are down)				
Solid Waste per Yard	$ 11.15	$ 1.58	$ 1.02	**$ 13.75**
Green Waste per Yard	$ 2.42	$ 1.33	$ 0.30	**$ 4.05**
Inerts per Yard	$ 42.92	$ 14.67	$ 4.61	**$ 62.20**
Rates per Can (only used if scales are down)				
Solid Waste	$ 1.25	$ 0.37	$ 0.13	**$ 1.75**
Rates per Item				
Untarped Load Fee	$ 23.15	$ -	$ 1.85	**$ 25.00**
Refrigerator	$ 11.76	$ 8.53	$ 4.71	**$ 25.00**
TV/Monitor	$ 5.43	$ 7.66	$ 1.91	**$ 15.00**
Propane (5 gal)	$ -	$ 6.94	$ 0.56	**$ 7.50**
Additional Propane Tank	$ -	$ 1.39	$ 0.11	**$ 1.50**
Freon Cylinders	$ -	$ 23.15	$ 1.85	**$ 25.00**
PCB/Ballast	$ -	$ 10.09	$ 0.81	**$ 10.90**
Florescent Bulbs	$ -	$ 0.97	$ 0.08	**$ 1.05**
Cat/Dog	$ -	$ 11.11	$ 0.89	**$ 12.00**

SECTION 3: REFUSE RATE INDEX (RRI)

3.1 Refuse Rate Index Methodology

The Refuse Rate Index (RRI) adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the base calendar year, which shall be the prior preceding calendar year ending December 31st, and the preceding calendar year ending December 31st, as contained in the most recent release of the source documents listed in this exhibit. By way of example, the first Refuse Rate Index Methodology rate adjustment on July 1, 2026, will be based on the percentage changes between the Annual Average for the RRI indices for the calendar year ended December 31, 2024, and the Annual Average of the RRI indices for the calendar year ended December 31, 2025. However, at no time will the percentage change in the Refuse Rate Index result in the reduction of the rates.

3.2 Refuse Rate Index Process

a. Financial Information. On or before May 1, 2026, and annually thereafter, Contractor shall utilize the Douglas County Solid Waste Financial Model to deliver to County financial information for the specific services performed under this Agreement for the preceding calendar year ending December 31st. Such financial information shall be in the format as set forth in this exhibit, or as may be further revised by County from time to time.
If Contractor fails to submit the financial information in the required format by May 1st, it is agreed that Contractor shall be deemed to have waived the respective rate adjustment for that year. If Contractor's failure to submit the financial information required under this Section is the result of extraordinary or unusual circumstances as demonstrated by Contractor to the satisfaction of the County Manager, County, at its sole discretion, may consider the request for the annual rate adjustment.

b. Negative RRI. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the respective element. Instead, the negative RRI number shall be added to the result of the subsequent year's RRI calculation, and the sum shall be the RRI adjustment for that subsequent year. Contractor's failure to provide the financial information set forth above shall not preclude County from calculating the RRI using the prior calendar year's financial data, or pro forma data if no prior calendar year financial data is available, if that procedure would result in the calculation of a negative RRI number.

3.3 Collection Service Rates

The adjustment to the "Collection Element" of the Collection Service Rates shall be calculated using the "Refuse Rate Index" in the following manner.

a. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement – Description on the following page of this Exhibit.

b. The costs of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.

c. The following indices are used to calculate the adjustment for each cost category. In the event an index is discontinued or no longer valid, the Agreement and Exhibit 3 may be

amended to adopt a replacement index as may be recommended by the Bureau of Labor Statistics and agreed to by the COUNTY and CONTRACTOR. The Annual Average change in each index is calculated over a twelve-month fiscal period in accordance with the terms of the Agreement.

Cost Category	**Index**
Labor	Series ID: ceu6056210008 Super Sector: Professional and business services Industry: Waste collection: NAICS Code 5621 Data Type: Average Hourly Earnings of Production Workers
Fuel	Series ID: wpu057303 Group: Fuels and related products and power Item: No. 2 Diesel Fuel
Vehicle Replacement	Series ID: wpu141301 Industry: Transportation Equipment Product: Truck and bus bodies sold separately
Vehicle Maintenance	Series ID: pcu333924333924 Industry: Industrial truck, trailer and stacker mfg Product: Industrial truck, trailer and stacker mfg
All Other	3/4 Consumer Prices Index, Series ID: CUURN400SA0 CPI – All Urban Consumers, All Items West – Size B/C

Operating Cost	**Cost Component Description**
Labor	All administrative, officer, operation and maintenance salary accounts. Payroll tax accounts directly related to the above salary accounts.
Fuel	All fuel and oil accounts.
Vehicle Replacement	All Collection and Collection related vehicle depreciation accounts. All vehicle lease or rental accounts related to Collection or Collection related vehicles.
Vehicle Maintenance	All Collection or Collection related vehicle parts accounts.
All Other	All other expense accounts related to the services provided under this Agreement except Franchise Fees and Disposal Costs. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscriptions; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

d. The percentage weight for each cost category is multiplied by the Annual Average change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index.

e. **Sample Calculation for Collection Service Rates**

SAMPLE REFUSE RATE INDEX CALCULATION SHEET					
Item #	**Category**	**Data Source Bureau of Labor Statistics www.bls.gov/cpi/**	**Percentage Change**	**Item Weight**	**Weighted Percentage Change**
1	Average Hourly Earnings	Series ID: ECS 12102i Service Producing Industries	8.00%	59.59%	4.77%
2	Motor Fuel	Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	-15.19%	3.77%	-0.57%
3	Vehicle Replacement	Series ID: PCU3713#139 Refuse and Garbage Bodies (Packer Trucks) Commodity Code 3713-139	4.69%	8.79%	0.41%
4	Vehicle Maintenance	Series ID: PCU3537#3 Trucks and Tractors – Parts Commodity Code 3753-3 Parts and Accessories for Industrial Trucks and Tractors	1.18%	4.57%	0.05%
5	CPI All Items	Series ID: CUURN400SA0 CPI-All Urban Consumers, All Item, West – Size B/C	1.95%	23.29%	0.45%
		Total RRI Adjustment		**100%**	**2.56%**

3.4 Transfer Station Rates

The adjustment to the "Operation and Hauling Element" of the Transfer Station Rates shall be calculated using the "Refuse Rate Index" in the following manner.

a. The expenses of providing Transfer Station Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement – Description on the following page of this Exhibit.

b. The expenses of providing Transfer Station Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.

c. The following indices are used to calculate the adjustment for each cost category. In the event an index is discontinued or no longer valid, the Agreement and Exhibit 3 may be amended to adopt a replacement index as may be recommended by the Bureau of Labor Statistics and agreed to by the COUNTY and CONTRACTOR. The Annual Average change in

each index is calculated over a twelve-month fiscal period in accordance with the terms of the Agreement.

Cost Category	**Index**
Labor	Series ID: ceu6056210008 Super Sector: Professional and business services Industry: Waste collection: NAICS Code 5621 Data Type: Average Hourly Earnings of Production Workers
Fuel	Series ID: wpu057303 Group: Fuels and related products and power Item: No. 2 Diesel Fuel
Vehicle Replacement	Series ID: pcu3362123362121 Industry: Truck trailer manufacturing Product: Truck trailers & Chassis, with axle rating of 10,000 lbs. or more
Vehicle Maintenance	Series ID: pcu333924333924 Industry: Industrial truck, trailer and stacker mfg Product: Industrial truck, trailer and stacker mfg
All Other	3/4 Consumer Prices Index, Series ID: CUURN400SA0 CPI – All Urban Consumers, All Items West – Size B/C

Operating Cost	**Cost Component Description**
Labor	All administrative, officer, operation and maintenance salary accounts. Payroll tax accounts directly related to the above salary accounts.
Fuel	All fuel and oil accounts.
Vehicle Replacement	All Transfer and Transfer related vehicle depreciation accounts. All vehicle lease or rental accounts related to Transfer or Transfer related vehicles.
Vehicle Maintenance	All Collection or Collection related vehicle parts accounts.
All Other	All other expense accounts related to the Transfer Station services provided under this Agreement except Landfill Disposal Costs and Douglas County Surcharges. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscriptions; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

d. The percentage weight for each cost category is multiplied by the Annual Average change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index

e. **Sample Calculation for Collection Service Rates**

SAMPLE REFUSE RATE INDEX CALCULATION SHEET					
Item #	**Category**	**Data Source Bureau of Labor Statistics www.bls.gov/cpi/**	**Percentage Change**	**Item Weight**	**Weighted Percentage Change**
1	Average Hourly Earnings	Series ID: ECS 12102i Service Producing Industries	8.00%	63.74%	5.10%
2	Motor Fuel	Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	-15.19%	5.22%	-0.79%
3	Vehicle Replacement	Series ID: PCU3715#1 Truck Trailers (10,000 lbs./axel or over) Commodity Code 3713-1	-1.00%	5.91%	-0.06%
4	Vehicle Maintenance	Series ID: PCU3537#3 Trucks and Tractors – Parts Commodity Code 3753-3 Parts and Accessories for Industrial Trucks and Tractors	1.18%	3.02%	0.04%
5	CPI All Items	Series ID: CUURN400SA0 CPI-All Urban Consumers, All Item, West – Size B/C	1.95%	22.12%	0.43%
		Total RRI Adjustment		**100%**	**2.36%**

Exhibit F

EAST FORK TOWNSHIP – DOUGLAS COUNTY

WHEREAS, NRS 257.010 provides for the division of each county in the State of Nevada into a convenient number of townships; and

WHEREAS, the board of county commissiorers of Douglas County finds that existing county records do not clearly define the boundaries of the townships in Douglas County; now, therefore, be it

RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, That the entire county is hereby divided into the following named townships, whose boundaries are described as follows:

1. COMMENCING at a point on the NE corner of Section 6, Tp. 14N., Range 19E, M.D.B. & M., which point is on the Ormsby and Douglas County Line; thence South along said section line to the California-Nevada State Line; thence Northwest along the California-Nevada State line to the 120 degree of longitude west from Greenwich, thence North along the California-Nevada State line to the Ormsby County line; thence East along the Ormsby County Line and the Douglas County Line to the place of beginning, to be called Tahoe Township, and the remainder of Douglas County to be known as the East Fork Township.

AND BE IT FURTHER RESOLVED, That this resolution, including the above description of the several townships, be published in The Record Courier within 10 days after the date of its adoption.

AND BE IT FURTHER RESOLVED, That all prior resolutions and other acts of the board of county commissioners of Douglas County relating to the creation, alteration or designation of any township or townships in this county are hereby repealed.

Proposed by Commissioner Settelmeyer

Voting: Aye - Pruett
Dressler
Settelmeyer

Nay - None
Absent - None

Dated this 7th day of March, 1966.

ATTEST: _____ _____
County Clerk Chairman

Exhibit F

EAST FORK TOWNSHIP – DOUGLAS COUNTY

IN THE MATTER OF
TOWNSHIP BOUNDARIES

The following resolution was proposed by Marvin Settelmeyer and passed:

WHEREAS, NRS 257.010 provides for the division of each county in the State of Nevada into a convenient number of townships; and

Whereas, the Board of County Commissioners of Douglas County finds that existing County records do not clearly define the boundaries of the townships in Douglas County; now, therefore, be it

RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, that the entire county is hereby divided into the following named townships, whose boundaries are described as follows:

1. COMMENCING at a point on the NE corner of Section 6, Tp. 14 N., Range 19E, M.D.B. & M., which point is on the Ormsby and Douglas County Line; thence South along said section line to the California-Nevada State Line; thence Northwest along the California-Nevada State line to the 120 degree of longitude west from Greenwich , thence North along the California-Nevada State line to the Ormsby County line; thence East along the Ormsby County line and the Douglas County Line to the place of beginning, to be called Tahoe Township, and the remainder of Douglas County to be known as the East Pork Township.

AND BE IT FURTHER RESOLVED, That this resolution, including the above description of the several townships, be published in The Record Courier within 10 days after the date of its adoption.

AND BE IT FURTHER RESOLVED, That all prior resolutions and other acts of the Board of County Commissioners of Douglas County relating to the creation, alteration or designation of any township or townships in this County are hereby repealed.

Proposed by Commissioner Settelmeyer

Voting: Aye - Pruett, Dressler, Settelmeyer
Nay - None
Absent - None

Dated this 7th day of March, 1966.

ATTEST: /s/ Earnhart W. Thran
County Clerk

/s/ Robert L. Pruett
Chairman

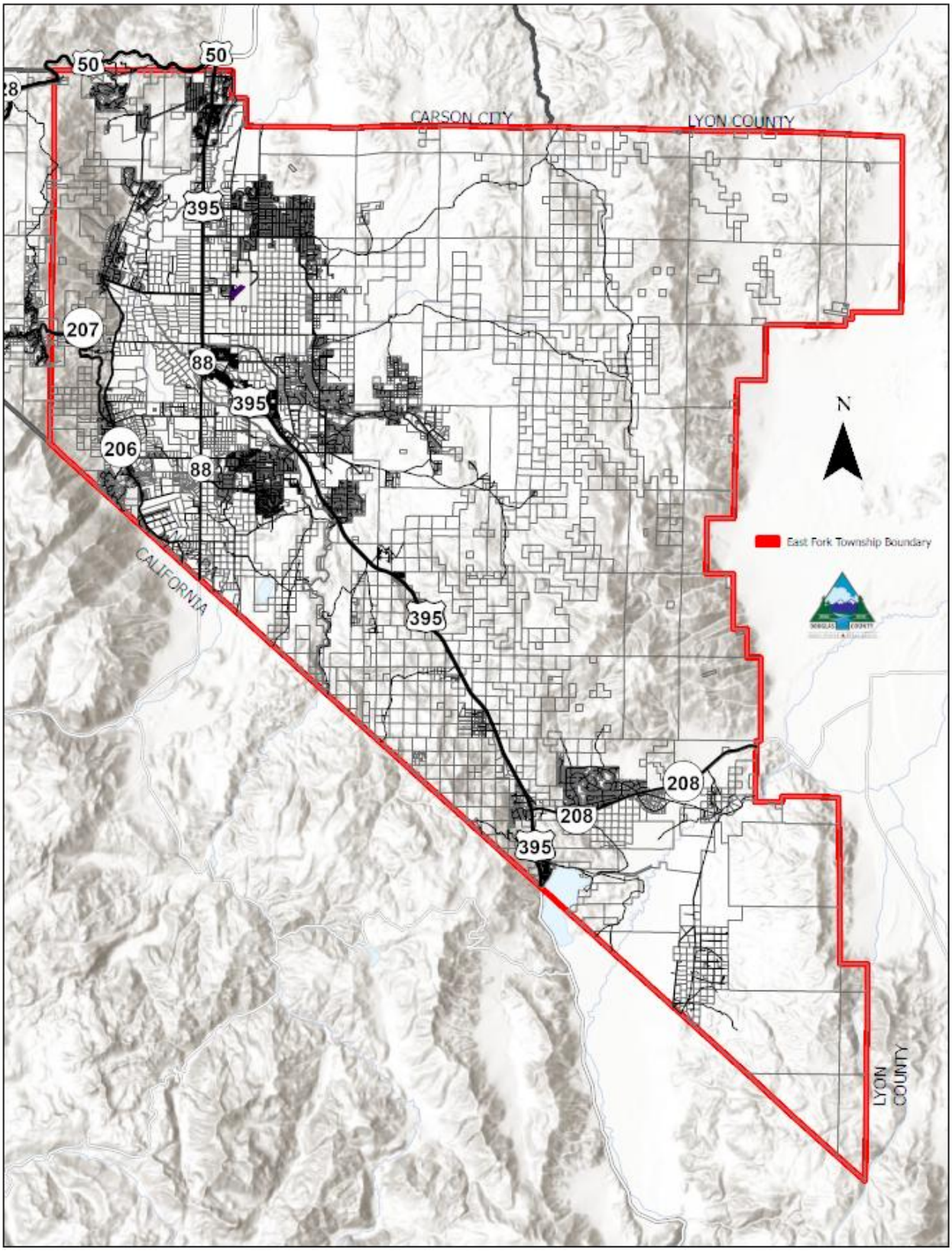
There being no further business the meeting adjourned.

ATTEST: Earnhart W. Thran
EARNHART W. THRAN, CLERK

Robert L. Pruett
ROBERT L. PRUETT, CHAIRMAN

Exhibit F

EAST FORK TOWNSHIP – DOUGLAS COUNTY



AGENDA ITEM NO. 13.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: February 19, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

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

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed.

These boards/commissions/meetings include but are not limited to the following:

Mark Gardner, Chairman:
- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alt.)
- Regional Transportation Commission
- Quad County Coalition

Commissioner Nathan Tolbert, Vice Chair:
- Audit Committee
- Carson Water Subconservancy District

- Debt Management Commission
- Lake Tahoe South Shore Chamber (Alt.)
- Nevada Association of Counties (NACO)
- Nevada Works
- Parks & Recreation Advisory Board
- Quad County Coalition (Alt.)
- Tahoe Regional Planning Agency (Alt.)
- Tahoe Transportation District (Alt.)
- Western Nevada Development Authority (WNDD)

Commissioner Wesley Rice:
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chamber
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)

Commissioner Sharla Hales:
- Carson Valley Arts Council
- Carson Water Subconservancy District
- China Spring and Aurora Pines Girls Facility Advisory Board Executive Committee
- Douglas County Business Council
- Nevada Works (Alt.)
- South Shore Transportation Management Association
- Tahoe Event Center Stakeholder Group
- Tahoe Transportation District

Commissioner Danny Tarkanian:
- Carson Valley Visitors Authority (Alt.)
- Law Library
- Northern Nevada Development Authority (NNDA)
- Nevada Tahoe Conservation District
- Joint Powers/Waste Management (Alt.)

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: