

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS
AND REDEVELOPMENT AUTHORITY**

Day: Thursday
Date: November 4, 2021
Time: Beginning at 8:30 am
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO THE PUBLIC:

• The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the applicable Directives issued under authority of the Governor's Declaration of Emergency, including Directive 045 and 047, and subject to any potential changes in state or federal mandates or guidelines, face coverings are required to be worn when attending this meeting in person.

• Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the Board of Supervisors meeting at www.carson.org/granicus and by clicking on "In progress" next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt or render unavailable continuous livestream capability.

• The public may provide public comment in advance of a meeting by written submission to the following email address: publiccomment@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

• Members of the public who wish to provide live public comment via telephonic appearance in lieu of physical attendance may do so during the designated public comment periods indicated on the agenda by dialing the numbers listed below. Public comment will be limited to three minutes per person. Please do NOT join by phone if you do not wish to make public comment.

Join by phone:

Phone Number: +1-408-418-9388

Meeting Number: 2480 101 1015

- 1. Call to Order - Board of Supervisors**
- 2. Roll Call**

3. Invocation - Founding Pastor Louie Locke, Shine

4. Pledge of Allegiance

5. Public Comment:**

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

6. For Possible Action: Approval of Minutes - October 7, 2021

7. Special Presentations

7.A Presentation of a Proclamation to recognize November 14-20, 2021 as Flood Awareness Week. (Robb Fellows, rfellows@carson.org)

7.B Presentation of a Proclamation to designate November 2021 as Quality-of-Life Month and a presentation on the 25th Anniversary of the adoption of Carson City's Question 18 - Quality of Life Initiative. (Lyndsey Boyer, lboyer@carson.org and Jennifer Budge, jbudge@carson.org)

Staff Summary: November 2021 will mark the 25th Anniversary of the passage of Question 18 - Quality of Life Initiative in Carson City. The Carson City Parks, Recreation & Open Space Department staff have developed a schedule of free community events to celebrate the positive impact of this ballot question on the community over the past 25 years.

Consent Agenda

All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Supervisors with one action and without an extensive hearing. Any member of the Board may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. The Mayor, or the Mayor Pro-Tem, retains discretion in deciding whether or not an item will be pulled off the consent agenda.

8. Purchasing and Contracts

8.A For Possible Action: Discussion and possible action regarding a proposed amendment, effective November 1, 2021, to Conflict Counsel Attorney Services Contract No. 20300003, with Walter B. Fey, for conflict counsel services effective October 1, 2021 through June 30, 2023, to provide for services to assign indigent defense cases under the City's Indigent Defense Plan ("Plan") to conflict counsel and to private attorneys under the Plan on an as needed basis, not to exceed 12 hours per week, for a not to exceed amount of \$33,350 through June 30, 2023, increasing the total contract amount to a not to exceed amount of \$479,118.00 (an additional \$13,350 in Fiscal Year ("FY") 2022 and \$20,000 in FY 2023), to be funded from the General Fund Courts Professional Services/Conflict Account. (Carol Akers, CAkers@carson.org and Max Cortes; Mcortes@carson.org)

Staff Summary: The new Department of Indigent Defense Services ("DIDS") Regulations for attorneys providing indigent defense services, including the City's contracted conflict counsel, require someone outside the judiciary to assign indigent defense cases to conflict counsel and

private attorneys. This amendment allows a person retained by conflict counsel to perform those services.

9. Finance

9.A For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through October 22, 2021, per NRS 251.030 and NRS 354.290. (Sheri Russell, srussell@carson.org)

Staff Summary: NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carson.org.

10. Public Works

10.A For Possible Action: Discussion and possible action regarding a proposed resolution accepting the dedication of right-of-way designated as Carson City Assessor's Parcel Number ("APN") 004-408-37 and also known as portions of Pilot Peak Drive, Pyramid Peak Drive, Porter Peak Drive, Pearl Peak Drive, Wildcat Peak Drive, E. Robinson Street, Hogan Peak Street, Monitor Peak Street, Evan Street, and Boundary Peak Street, as offered for dedication by the Final Map for Blackstone Ranch Phase 1-A, recorded as Map Number 3014 on June 24, 2021. (Robert Nellis, RNellis@carson.org; Randall Rice, RRice@carson.org)

Staff Summary: Staff is requesting acceptance of APN 004-408-37 containing right-of-way which is located at Blackstone Ranch Phase 1-A. This parcel was offered for dedication during recordation of the final map, but the City deferred acceptance of the right-of-way. Now that the street improvements have been constructed and City staff has determined that the right-of-way is built to City standards, acceptance of the dedication is recommended and must be accomplished by a separate resolution.

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

11. Item(s) pulled from the Consent Agenda will be heard at this time.

12. Parks and Recreation

12.A For Possible Action: Discussion and possible action regarding authorization to submit a nomination to the Bureau of Land Management's ("BLM") Southern Nevada Public Land Management Act of 1998 ("SNPLMA") Round 19 grant program in the amount of \$2,310,000 for the Carson River Trails Phase IV - Riverview Trailhead Renovation, and authorization for the Director of the Carson City Parks, Recreation and Open Space Department ("Director") to sign the nomination and all documents related to the nomination on behalf of the City. (Gregg Berggren, gberggren@carson.org and Nick Wentworth, nwentworth@carson.org)

Staff Summary: The BLM is accepting nominations for Round 19 of the SNPLMA grant fund. Staff is proposing to submit a nomination under SNPLMA's Parks, Trails and Natural Areas category for the Carson River Trails Phase IV - Riverview Trailhead Renovation. Nominations are due on November 5, 2021. No City match is required in the SNPLMA grant program.

13. Public Works

13.A For Possible Action: Discussion and possible action regarding authorization to submit three grant applications to the Nevada Division of Emergency Management ("NDEM") for the Hazard Mitigation Grant Program ("HMGP") for flood control projects in Carson City, and authorization for the Chief Stormwater Engineer to sign the applications and all documents related to the application on behalf of the City. (Randall Rice, RRice@carson.org and Robb Fellows; RFellows@carson.org)

Staff Summary: The Carson City Public Works Department is requesting approval from the Board of Supervisors to submit three HMGP grant applications to NDEM for flood control projects in Carson City. The three grant applications would be for the planning, design, and construction of the Maxwell Detention Basin Project, Water Resource Recovery Facility ("WRRF") Flood Protection Project, and Upgrades to Emergency Alert Sites Project. The City's grant policy requires any grant application over \$50,000 be approved by the Board of Supervisors before submission of the grant application.

13.B For Possible Action: Discussion and possible action regarding an update on the affordable/workforce housing project at 3410 Butti Way, Assessor's Parcel Number ("APN") 010-037-04 ("Property") and discussion of a proposed Development Agreement between Carson City and PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP for development of the affordable/workforce housing project. (Dan Stucky, DStucky@carson.org).

Staff Summary: Carson City owns the Property, and on January 17, 2019, the Board of Supervisors ("Board") directed staff to initiate diligence on conveying a portion of the Property under NRS Chapter 244 to a qualified developer for development of affordable/workforce housing. On December 5, 2019, the Board selected PalaSeek LLP's proposed project as the only project for further pursuit and the negotiation of a Development Agreement. Since that time, PalaSeek LLP and its development partners have advanced the project significantly. Carson City, PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP have drafted a Development Agreement to be reviewed and executed before any land transfer or construction of any project improvements. The Development Agreement is intended to set forth the specific requirements for development of the Property, including the number and kind of affordable housing units and binding affordability requirements benefitting future tenants. The Development Agreement is presented here for discussion and feedback from the Board, and a final version will be brought back before the Board at a future meeting.

14. Recess as the Board of Supervisors

Redevelopment Authority

15. Call to Order & Roll Call - Redevelopment Authority

16. Public Comment:**

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

17. For Possible Action: Approval of Minutes - October 21, 2021

18. City Manager

18.A For Possible Action: Discussion and possible action concerning a recommendation to the Board of Supervisors regarding the expenditure of \$25,000 from the Fiscal Year ("FY") 2022 Redevelopment Revolving Fund to support various arts and culture special events. (Nancy Paulson, npaulson@carson.org; Hope Sullivan, hsullivan@carson.org)

Staff Summary: The Redevelopment Authority annually funds arts and culture special events from a portion of the Revolving Fund. The Carson City Cultural Commission received a total of \$30,000 in arts and culture special event funding requests, and a total of \$25,000 has been allocated in the FY 2022 budget for those activities. Application requests include: \$10,000 for Brewery Arts Center's Snoopy and the Red Baron Traveling Exhibition; \$5,000 for Capital City Arts initiative's Art Exhibitions; \$5,000 for Carson City Symphony's Concert Series; \$5,000 for Pinkerton Ballet Theatre dba Nevada Dance Company's Nutcracker Ballet; and \$5,000 for Proscenium Players' Live Theater. All expenditures from the Redevelopment Revolving Fund must be authorized by Resolution of the Board of Supervisors upon recommendation from the Redevelopment Authority.

19. Public Comment:**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

20. For Possible Action: To Adjourn as the Redevelopment Authority

21. Reconvene as the Board of Supervisors

22. City Manager

22.A For Possible Action: Discussion and possible action regarding a proposed resolution authorizing the expenditure of \$25,000 from the Fiscal Year ("FY") 2022 Redevelopment Revolving Fund to support various arts and culture special events as an expense incidental to the carrying out of the Redevelopment Plan. (Nancy Paulson, npaulson@carson.org; Hope Sullivan, hsullivan@carson.org)

PURSUANT TO NRS 279.628, THIS RESOLUTION MUST BE ADOPTED BY A TWO-THIRDS VOTE OF THE BOARD OF SUPERVISORS.

Staff Summary: The Redevelopment Authority annually funds arts and culture special events from a portion of the Revolving Fund. The Carson City Cultural Commission received a total of \$30,000 in arts and culture special event funding requests, and a total of \$25,000 has been allocated in the FY 2022 budget for those activities. Application requests include: \$10,000 for Brewery Arts Center's Snoopy and the Red Baron Traveling Exhibition; \$5,000 for Capital City Arts initiative's Art Exhibitions; \$5,000 for Carson City Symphony's Concert Series; \$5,000 for

Nevada Dance Company's Nutcracker Ballet; and \$5,000 for Proscenium Players' Live Theater. All expenditures from the Redevelopment Revolving Fund must be authorized by resolution of the Board of Supervisors upon recommendation from the Redevelopment Authority. NRS 279.628 permits the expenditure of money from the Redevelopment Revolving Fund for the purpose of any expenses necessary or incidental to the carrying out of Redevelopment Plans.

22.B For Possible Action: Discussion and possible action regarding Carson City's Indigent Defense Services Plan ("Plan"), a plan required by Nevada Revised Statutes ("NRS") 260.070 for the provision of legal services to persons accused of certain crimes who are unable to afford an attorney. (Nancy Paulson, npaulson@carson.org, and Max Cortes, mcortes@carson.org)

Staff Summary: Carson City is required, under NRS 260.070, to provide an annual report to the Nevada Department of Indigent Defense Services ("DIDS"), which must include Carson City's Plan. While the full report is not currently due, DIDS promulgated temporary regulations requiring Carson City's Plan to be submitted to DIDS by September 3, 2021. Carson City received an extension of time from DIDS to submit the Plan by November 4, 2021.

--LUNCH BREAK - RETURN 12:30 P.M. --

23. City Manager

23.A For Possible Action: Discussion and possible action regarding the nomination of a single candidate for consideration at a future joint meeting of the Carson City Board of Supervisors ("Carson City Board") and the Washoe County Board of County Commissioners ("Washoe County Board") for possible appointment to fill an existing vacancy in the Senate seat for District 16 in the Nevada Legislature. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Nevada State Senator Ben Kieckhefer recently resigned from his Senate seat, which represents District 16 in the Nevada Legislature. Because District 16 is comprised of both Carson City and portions of Washoe County, state law requires the Carson City Board and the Washoe County Board to first meet separately to each determine a single candidate to nominate to fill the vacancy, and then to meet jointly to appoint a person to the position. Applications were received from Melissa T Clement, Jessica G. Glover, Rew Robert Goodenow, Steven Guerrazzi, Ronald W. Haslem, Lisa Krasner, Maxine H. Nietz, Heidi Palmer, Larry Peyton, Tracy Dawn Smith, Donald Tatro, Jeffrey Thiede, Robert L. Weise.

24. Board of Supervisors

Non-Action Items:

Future agenda items

Status review of projects

Internal communications and administrative matters

Correspondence to the Board of Supervisors

Status reports and comments from the members of the Board

Staff comments and status report

Closed Non-Meeting to Confer with Management Representatives and Counsel:

Following a recess or adjournment, the Carson City Board of Supervisors may gather to meet with its management representatives or to receive information from an attorney employed or retained by the City

regarding potential and/or existing litigation involving matters over which the public body has supervision, control, jurisdiction or advisory power and to deliberate toward decisions on the matters.

25. Public Comment:**

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

26. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. **Public comment will be taken at the beginning of the agenda before any action is taken and again at the end before adjournment.** No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Mayor, Mayor Pro-Tem or Chair may call for or allow additional individual-item public comment at the time of the body's consideration of the item when: (1) the comment will be provided from a person who is directly involved with the item, such as City staff or an applicant; or (2) it involves any person's or entity's due process appeal or hearing rights provided by statute or the Carson City Municipal Code. **Comments will be limited to three minutes per person to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak.**

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

To request a copy of the supporting materials for this meeting contact Rachael Evanson at revanson@carson.org or call (775) 887-2100.

This agenda and backup information are available on the City's website at www.carson.org/agendas and at the City Manager's Office - City Hall, 201 N. Carson Street, Ste 2, Carson City, Nevada (775) 887-2100.

This notice has been posted at the following locations:
City Hall 201 North Carson Street
www.carson.org/agendas
<http://notice.nv.gov>

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, October 7, 2021 in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

Mayor Pro Tem Stacey Giomi
Supervisor Maurice White, Ward 2
Supervisor Stan Jones, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:

Nancy Paulson, City Manager
Aubrey Rowlatt, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Dan Yu, Assistant District Attorney
Tamar Warren, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk’s Office, during regular business hours. All meeting minutes are available for review at: <https://www.carson.org/minutes>.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

(8:30:55) – Mayor Pro Tem Giomi called the meeting to order at 8:30 a.m. Ms. Rowlatt called roll and noted that a quorum was present. Calvary Chapel Pastor Pat Propster provided the invocation. Mayor Pro Tem Giomi invited Chief of Juvenile Services Ali Banister to lead the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:33:15) – Mayor Pro Tem Giomi recognized October as Breast Cancer Awareness Month and entertained public comments. He also noted that public comment will be limited to three minutes per speaker.

(8:34:45) – Michael Morrissey, Sr. introduced himself as the Carson City Lead of Battle Born Patriots – Taking Nevada Back, an organization that “would like to help Carson City businesses recover from this supposed pandemic.” Mr. Morrissey distributed literature, incorporated into the record, and referenced a Nevada Appeal article noting that out of the 168,693-person Quad County population, 13,798 had been diagnosed with COVID-19, 13,047 had recovered, 516 cases were still active, adding that there had been “235 questionable deaths” which equaled to “ 0.001393 percent” of the total Quad-County population. Mr. Morrissey concluded “there is no COVID-19 pandemic,” calling it the spreading of fear.

(8:38:44) – Samuel Flakus wished “to know about a case that I brought forward about a year ago on a Neo-Nazi police officer within the Carson City Sheriff’s Department who I reported to [Sheriff] Furlong.” Mr. Flakus inquired about the result of the investigation. Mayor Pro Tem Giomi informed Mr. Flakus that the Board would not be able to comment on non-agendized items.

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(8:40:47) – Kathleen Franco Simmons introduced herself as a Carson City Native and noted that her ancestors had been buried in the Empire Cemetery, which she had recently discovered was zoned as General Industrial. Ms. Simmons requested protecting and rezoning the cemetery. She also noted that the record keeping was in need of updating, citing the inability of burying a relative there.

(8:44:26) – Mile Humphreys introduced himself and noted that “a lot of misinformation” was being spread regarding masks, which he believed were ineffective unless they were N95 masks. He believed that moisture would attract bacteria, germs, and mold and was opposed to their use in the schools. Mr. Humphreys called the mask mandate “political theater” and urged the Board to stand up to it.

(8:47:46) – Karen Stephens introduced herself and expressed concern regarding the COVID-19 vaccines “being given to our children.” She objected to the receipt of a grant (which she called a bribe) by the Carson City Health and Human Services (CCHHS) to purchase a van “to send out to the schools to jab our innocent children with an inoculation, also known as a vaccine, that has not been approved.” Ms. Stephens cited organizations that were exempt from being vaccinated, while the first responders were required “to get vaccinated against their will,” and urged “people better wake up.”

(8:51:20) – Mayor Pro Tem Giomi announced that item 10.A will be removed from the Consent Agenda and items 18.A, 18.B, and 18.C will also be removed from agenda.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – SEPTEMBER 2, 2021

(8:51:55) – Mayor Pro Tem Giomi introduced the item and noted two corrections. He also entertained additional changes and when none were forthcoming, a motion.

(8:52:33) – Supervisor Jones moved to approve the minutes of September 2, 2021 as amended. The motion was seconded by Supervisor White and carried 4-0-0.

7. SPECIAL PRESENTATIONS

7.A PRESENTATION OF A PROCLAMATION TO RECOGNIZE OCTOBER 3RD - 9TH, 2021 AS FIRE PREVENTION WEEK.

(8:52:58) – Mayor Pro Tem Giomi invited Fire Chief Sean Slamon and Battalion Chief/Fire Marshal Dave Ruben to join him, and read into the record the Proclamation, a copy of which was included in the agenda materials, recognizing October 3 - 9, 2021 as Fire Prevention Week. Chief Ruben encouraged everyone to change the batteries of their smoke and carbon monoxide detectors to coincide with Daylight Savings. The Board joined Mayor Pro Tem Giomi, Chief Slamon, and Chief Ruben for a commemorative photograph.

CONSENT AGENDA

(8:57:10) – Mayor Pro Tem Giomi introduced the item. He also entertained requests to hear any items separately, and when none were forthcoming, a motion.

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(8:57:37) – Supervisor White moved to approve the Consent Agenda comprising items 8.A, 8.B, 8.C, 9.A, 9.B [Resolution 2021-R-6], 11.A, and 12.A as presented. Supervisor Schuette seconded the motion.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor White
SECONDER:	Supervisor Schuette
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

8. COMMUNITY DEVELOPMENT

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FOR A HISTORICAL TAX DEFERMENT ON PROPERTY LOCATED WITHIN THE HISTORIC DISTRICT AND ZONED SINGLE FAMILY 6,000 (SF6), LOCATED AT 503 W. ROBINSON STREET, APN 003-232-06.

8.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FOR A HISTORICAL TAX DEFERMENT ON PROPERTY LOCATED WITHIN THE HISTORIC DISTRICT AND ZONED DOWNTOWN MIXED-USE (DTMU), LOCATED AT 412 N. CURRY STREET, APN 003-225-10.

8.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FOR A HISTORICAL TAX DEFERMENT ON PROPERTY LOCATED WITHIN THE HISTORIC DISTRICT AND ZONED RESIDENTIAL OFFICE (RO), LOCATED AT 214 W. KING STREET, APN 003-215-03.

9. FINANCE

9.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH SEPTEMBER 24, 2021, PER NRS 251.030 AND NRS 354.290.

9.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION FOR A TEMPORARY INTERFUND LOAN IN THE AMOUNT OF \$12,421.75 FROM THE GENERAL FUND TO THE DEBT SERVICE FUND.

Resolution 2021-R-26 approved as part of the Consent Agenda.

10. HEALTH AND HUMAN SERVICES

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10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ACCEPTANCE OF A GRANT FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION THROUGH THE STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH ("THE STATE") IN THE AMOUNT OF \$77,626 THROUGH DECEMBER 31, 2021.

This item was pulled from the Consent Agenda.

11. PURCHASING AND CONTRACTS

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE AUTHORITY FOR A SANITARY SEWER PUMP THROUGH PAC MACHINE CO., INC. ("PAC") FOR USE AT THE SOUTH LIFT PUMP STATION FOR AN AMOUNT NOT TO EXCEED \$67,485.

12. SHERIFF

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED NO-COST AMENDMENT #1 TO THE INTERLOCAL CONTRACT BETWEEN THE STATE OF NEVADA ON BEHALF OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, RURAL CLINICS ("RURAL CLINICS"), AND CARSON CITY ON BEHALF OF THE CARSON CITY SHERIFF'S OFFICE ("CCSO"), WHICH IS CURRENTLY EFFECTIVE THROUGH JUNE 30, 2021 WITH AUTOMATIC ONE-YEAR RENEWALS UNTIL JUNE 30, 2041, FOR THE PROVISION BY RURAL CLINICS OF A PART-TIME MENTAL HEALTH SPECIALIST FOR ASSIGNMENT TO THE CCSO MOBILE OUTREACH AND SAFETY TEAM ("MOST"), TO REVISE THE TERM TO A FIXED TERM THAT WILL EXPIRE ON JUNE 30, 2029.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

No items were pulled from the consent agenda.

14. DISTRICT ATTORNEY

14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 113, A PROPOSED ORDINANCE AMENDING CCMC 8.04.020, DEFINING AND PROHIBITING INDECENT CONDUCT IN PUBLIC.

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(8:58:27) – Mayor Pro Tem Giomi introduced the item. Carson City District Attorney Jason Woodbury stated that no changes were made to the proposed ordinance since its first reading. Mayor Pro Tem Giomi entertained comments or questions and when none were forthcoming, a motion.

(8:59:19) – Supervisor Jones moved to adopt Bill No. 113, on second reading, Ordinance No. 2021-12. Supervisor Schuette seconded the motion.

(8:59:35) – Supervisor White reiterated his objection to the item which he had presented during the first reading of the bill and noted he would be voting against it. Mayor Pro Tem Giomi called for the vote.

RESULT:	APPROVED (3-1-0)
MOVER:	Supervisor Jones
SECONDER:	Supervisor Schuette
AYES:	Supervisors Jones, Schuette, and Mayor Pro Tem Giomi
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

15. JUVENILE

15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDMENT TO THE SECOND AMENDED INTERLOCAL AGREEMENT FOR THE WESTERN NEVADA REGIONAL YOUTH CENTER ("WNRYS") BETWEEN CARSON CITY AND CHURCHILL, DOUGLAS, LYON, AND STOREY COUNTIES; AND THE FIRST, THIRD, NINTH, AND TENTH JUDICIAL DISTRICTS OF NEVADA TO REQUIRE WNRYS TO BECOME COMPLIANT AND MAINTAIN COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT OF 2003 ("PREA"), AS AMENDED.

(9:00:02) – Mayor Pro Tem Giomi introduced the item. Chief of Juvenile Services Ali Banister introduced herself and Tofi, a two-year-old Labrador and service/therapy dog for Juvenile Services. She also gave background and presented the agenda materials which are incorporated into the record. Mayor Pro Tem Giomi entertained Board questions/comments and when none were forthcoming, a motion.

(9:03:10) – Supervisor Schuette moved to approve the amendment as presented. Supervisor White seconded the motion.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor Schuette
SECONDER:	Supervisor White
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

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16. COMMUNITY DEVELOPMENT – PLANNING

16.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO 114, AN ORDINANCE CHANGING THE ZONING FROM LIMITED INDUSTRIAL (LI) TO SINGLE FAMILY 1 ACRE (SF1A), FOR A 1-ACRE PARCEL LOCATED AT 1449 S. SUTRO TERRACE, APN 008-683-01.

(9:03:35) – Mayor Pro Tem Giomi introduced the item. Planning Manager Heather Ferris provided background and noted that there had been no changes to the proposed ordinance since the first reading. Mayor Pro Tem Giomi entertained questions/comments and when none were forthcoming, a motion.

(9:04:42) – Supervisor White moved to approve [Bill No. 114, on second reading] Ordinance No. 2021-13. Supervisor Jones seconded the motion.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor White
SECONDER:	Supervisor Jones
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

16.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A FINAL SUBDIVISION MAP FOR THE DEVELOPMENT KNOWN AS SILVER VIEW TOWNHOMES RESULTING IN THE CREATION OF 34 SINGLE FAMILY RESIDENTIAL LOTS AND 7 COMMON AREA PARCELS ON A 2.75-ACRE PARCEL ZONED RETAIL COMMERCIAL (RC), LOCATED ON THE NORTHWEST CORNER OF CLEARVIEW DRIVE AND SILVER SAGE DRIVE, APN 009-125-12 (SUB-2020-0012).

(9:05:02) – Mayor Pro Tem Giomi introduced the item. Ms. Ferris reviewed the Staff Report, incorporated into the record, and referenced an attached staff memo, also incorporated into the record, which addressed the developer's terms to comply with the Conditions of Approval. She also responded to clarifying questions. Mayor Pro Tem Giomi entertained a motion.

(9:04:42) – Supervisor Jones moved to approve the Final Subdivision Map as presented. Supervisor Schuette seconded the motion.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor Jones
SECONDER:	Supervisor Schuette
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

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17. FINANCE

(9:07:) – Mayor Pro Tem Giomi introduced items 17.A, 17.B, 17.C, and 17.D and stated that all three agenda items would be discussed concurrently; however, they would be voted on separately. Carson City Chief Financial Officer Sheri Russell presented the Staff Reports of all three agenda items, incorporated into the record, and responded to clarifying questions. She also introduced John Peterson, JNA Consulting Group, LLC Vice President who provided the general schedule of the bonds. Mayor Pro Tem Giomi entertained individual motions for each of the items below.

17.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION CONCERNING THE FINANCING OF WATER PROJECTS; DIRECTING THE CARSON CITY CLERK-RECORDER ("CITY CLERK") TO NOTIFY THE CARSON CITY DEBT MANAGEMENT COMMISSION OF THE CITY'S PROPOSAL TO ISSUE GENERAL OBLIGATION WATER BONDS ADDITIONALLY SECURED BY PLEDGED REVENUES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7 MILLION; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE.

(9:15:45) – Supervisor White moved to approve Resolution No. 2021-R-27. The motion was seconded by Supervisor Schuette.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor White
SECONDER:	Supervisor Schuette
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

17.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION CONCERNING THE FINANCING OF BUILDING PROJECTS; DIRECTING THE CARSON CITY CLERK-RECORDER ("CITY CLERK") TO NOTIFY THE CARSON CITY DEBT MANAGEMENT COMMISSION OF THE CITY'S PROPOSAL TO ISSUE GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS ADDITIONALLY SECURED BY PLEDGED REVENUES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8.1 MILLION; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE.

(9:16:18) – Supervisor White moved to approve Resolution No. 2021-R-28. The motion was seconded by Supervisor Schuette.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor White
SECONDER:	Supervisor Schuette
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

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17.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE ENGAGEMENT OF SHERMAN & HOWARD, LLC AS BOND AND SPECIAL COUNSEL TO CARSON CITY FOR A COMBINED NOT TO EXCEED AMOUNT OF \$179,500, IN CONNECTION WITH THE ISSUANCE OF THREE GENERAL OBLIGATION LIMITED TAX BONDS, ADDITIONALLY SECURED BY PLEDGED REVENUES - THE \$16,690,000 WATER AND REFUNDING BONDS, SERIES 2022A; THE \$1,895,000 SEWER (WASTEWATER) REFUNDING BONDS, SERIES 2022B; AND THE \$8,100,000 CAPITAL IMPROVEMENT BONDS, SERIES 2022C.

(9:16:56) – Supervisor Schuette moved to approve, and authorize the City Manager to execute, the engagement letter with Sherman & Howard, LLC. The motion was seconded by Supervisor Jones.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor Schuette
SECONDER:	Supervisor Jones
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

17.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE ENGAGEMENT OF JNA CONSULTING GROUP, LLC AS INDEPENDENT FINANCIAL ADVISOR AND CONSULTANT TO CARSON CITY FOR A COMBINED NOT TO EXCEED AMOUNT OF \$105,000, IN CONNECTION WITH THE ISSUANCE OF THREE GENERAL OBLIGATION LIMITED TAX BONDS, ADDITIONALLY SECURED BY PLEDGED REVENUES - THE \$16,690,000 WATER AND REFUNDING BONDS, SERIES 2022A; THE \$1,895,000 SEWER (WASTEWATER) REFUNDING BONDS, SERIES 2022B; AND THE \$8,100,000 CAPITAL IMPROVEMENT BONDS, SERIES 2022C.

(9:17:20) – Supervisor Schuette moved to approve, and authorize the City Manager to execute, the engagement letter with JNA Consulting Group, LLC. The motion was seconded by Supervisor Jones.

RESULT:	APPROVED (4-0-0)
MOVER:	Supervisor Schuette
SECONDER:	Supervisor Jones
AYES:	Supervisors Jones, Schuette, White, and Mayor Pro Tem Giomi
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Mayor Bagwell

(9:18:04) – Supervisor White acknowledged the arrival of an applicant (item 16.A) and wished to inform her that the item had already been approved earlier by the Board.

18. HUMAN RESOURCES

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18.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION ON A PROPOSED COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN CARSON CITY AND THE CARSON CITY EMPLOYEES ASSOCIATION ("CCEA"), EFFECTIVE ON THE DATE OF EXECUTION BY THE CITY AND CCEA THROUGH JUNE 30, 2026 WITH AN ESTIMATED FISCAL IMPACT OF \$1,844,319 ABOVE THE 5-YEAR PROJECTIONS INCLUDED IN THE CITY BUDGET WHICH WAS PREVIOUSLY APPROVED BY THE BOARD OF SUPERVISORS ("BOARD").

This item was pulled from the agenda

18.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION SETTING FORTH VARIOUS EMPLOYMENT BENEFITS FOR UNCLASSIFIED CITY EMPLOYEES, INCLUDING A ONE-TIME 1% COST-OF-LIVING ("COLA") INCREASE ON JANUARY 1, 2022 AND A 2.0% COLA ON JULY 1, 2022 AND EACH JULY 1 THEREAFTER, AND A REDUCTION IN THE MAXIMUM PERFORMANCE PAY SALARY INCREASE FROM 5% TO 3% FOR EMPLOYEES WHO RECEIVE A PERFORMANCE REVIEW RATING OF "MEETS EXPECTATIONS" OR ABOVE.

This item was pulled from the agenda.

18.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED GRANT/SPECIAL FUNDING EMPLOYEE'S BENEFITS MANUAL ("BENEFITS MANUAL") SETTING FORTH VARIOUS EMPLOYMENT BENEFITS FOR EMPLOYEES WHO OCCUPY POSITIONS THAT ARE FULLY OR PARTIALLY FUNDED THROUGH GRANTS OR OTHER SPECIAL SOURCES, AND WHETHER TO AUTHORIZE THE CITY MANAGER, IN CONSULTATION WITH THE HUMAN RESOURCES DIRECTOR, TO MAKE CHANGES TO THE BENEFITS MANUAL WHEN NECESSARY.

This item was pulled from the agenda.

19. BOARD OF SUPERVISORS

NON-ACTION ITEMS:

FUTURE AGENDA ITEMS

STATUS REVIEW OF PROJECTS

INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

CORRESPONDENCE TO THE BOARD OF SUPERVISORS

STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD

STAFF COMMENTS AND STATUS REPORT

(9:18:45) – Mayor Pro Tem Giomi introduced the item. Ms. Paulson announced the upcoming joint meeting of the Cultural Commission and the Carson City Culture and Tourism Authority on Monday, October 11, 2021 at 6 p.m. where the Carson City Arts and Culture Master Plan would be discussed. She also noted that a separate Cultural Commission meeting would take place on October 14, 2021 at 2 p.m. where the Redevelopment Authority funding of special events would be discussed.

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(9:19:36) – Ms. Hicks informed the Board that the title reports had been obtained, and the appraisals were due for the Northgate, Bank of America, and Community Development buildings at the end of October 2021. Ms. Hicks also noted that a facility condition assessment was being obtained for the Bank of America building. She anticipated bringing the item back to the Board in November, 2021. Ms. Hicks explained that the owners of the Bank of America buildings were not interested in the Northgate building as an exchange. She also announced an upcoming development agreement discussion regarding the affordable housing project on Butti Way during the first Board meeting in November 2021. Mayor Pro Tem Giomi updated the Board on the Nevada Association of Counties (NACO) conference he had attended with Ms. Paulson and Ms. Hicks, and encouraged the Board to plan to attend next year's conference, tentatively scheduled in Virginia City.

20. PUBLIC COMMENT

(9:22:51) – Mayor Pro Tem Giomi entertained final public comments; however, none were forthcoming.

21. ADJOURN AS THE BOARD OF SUPERVISORS

(9:22:58) – Mayor Pro Tem Giomi adjourned the Board of Supervisors meeting at 9:22 a.m. and stated that the Board would participate in a closed session with counsel.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL

(9:23:04) – The Board entered into a closed session with counsel.

BOARD OF HEALTH

22. CALL TO ORDER & ROLL CALL - BOARD OF HEALTH

(10:08:02) – Chairperson Lyons called the Board of Health meeting to order. Ms. Warren called roll and noted the presence of quorum comprising Chair Lyons, Vice Chair Giomi, Member Jones, Member Schuette, and Member White. Members Bagwell and Furlong were absent.

23. PUBLIC COMMENT

(10:08:47) – Chairperson Lyons entertained public comments; however, none were forthcoming.

24. FOR POSSIBLE ACTION: APPROVAL OF MINUTES - JUNE 17, 2021

(10:09:00) – Chairperson Lyons introduced the item and entertained comments/corrections, and when none were forthcoming, a motion.

(10:09:15) – Vice Chair Giomi moved to approve the minutes of the June 17, 2021 meeting. The motion was seconded by Member Schuette and carried 5-0-0.

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25. HEALTH & HUMAN SERVICES

25.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ACCEPTANCE OF THE REPORT OF THE CARSON CITY HEALTH OFFICER.

(10:09:47) – Chairperson Lyons introduced the item and presented her report which is incorporated into the record. She specifically highlighted the assistance provided during the Caldor fire, the training and education activities, a COVID-19 update, and the Nevada Public Health Association Report. Chairperson Lyons also provided information on available resources. Supervisor Schuette thanked Carson City Health and Human Services (CCHHS) and other City Departments for the help they provided during the Caldor Fire. Chairperson Lyons entertained a motion to accept the report.

(10:18:04) – Member Schuette moved to accept the Health Officer’s report, as presented. The motion was seconded by Vice Chair Giomi.

RESULT:	APPROVED (4-0-0)
MOVER:	Member Schuette
SECONDER:	Vice Chair Giomi
AYES:	Chair Lyons, Vice Chair Giomi, Members Jones, Schuette, and White
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Members Bagwell and Furlong

25.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ACCEPTANCE OF THE REPORT OF THE CARSON CITY HEALTH AND HUMAN SERVICES DEPARTMENT (“CCHHS”) DIRECTOR.

(10:18:23) – Chairperson Lyons introduced the item. CCHHS Director Nicki Aaker noted that she would present a new way of reporting which was more comprehensive and included information from the different divisions. Ms. Aaker highlighted the collaborative efforts with Western Nevada College, the Caldor fire response team, the Chamber of Commerce, and several human service agencies. She presented a public service video on tobacco prevention and reviewed her report in a PowerPoint presentation, incorporated into the record. Chairperson Lyons also provided an update on the restaurant inspections and the communicable disease cases in the Quad-County region. Ms. Aaker highlighted the Department’s Public Health Accreditation efforts and recognized the Environmental Health Program Staff for their efforts.

(10:34:46) – Public Health Preparedness Manager Jeanne Freeman reviewed the COVID-19 updates noting that the majority of the recent cases were in the 89701 zip code area, adding that the average daily cases were 19 per day. Ms. Freeman indicated that a five percent increase had been observed in vaccinations (63.2 percent of Carson City residents aged 12 and older) and discussed breakthrough cases, noting 0.06 percent deaths of fully vaccinated individuals compared to 1.2 percent of non-vaccinated persons. Ms. Aaker highlighted the short-staffed hospitals throughout the country, including Carson Tahoe Hospital, and noted the high cost of hiring traveling nurses. Ms. Freeman thanked the community partners and the Public Health Preparedness staff for their efforts.

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(10:50:15) – Ms. Aaker provided an update on hiring (a Human Services Case Manager and a Community Health Worker), adding that they no longer relied on the National Guard to administer vaccines. She believed that challenges still remained including housing issues and hiring. She also reviewed the CCHHS Calendar of Events, incorporated in the presentation. Supervisor Schuette thanked Ms. Aaker for the “frequent acknowledgement of community” in her report. Chairperson Lyons entertained a motion.

(11:01:28) – Member Schuette moved to accept the Director’s report, as presented. The motion was seconded by Member Jones.

RESULT:	APPROVED (4-0-0)
MOVER:	Member Schuette
SECONDER:	Vice Chair Giomi
AYES:	Chair Lyons, Vice Chair Giomi, Members Jones, Schuette, and White
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Members Bagwell and Furlong

25.C FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION ON A STATISTICAL DATA ANALYSIS OF COVID-19 CASES IN CARSON CITY, DOUGLAS, LYON AND STOREY COUNTIES, BY CELESTE PIERINI, BSN, RN, MPH CANDIDATE.

(11:01:46) – Chairperson Lyons introduced the item. CCHHS intern and Master of Public Health candidate Celeste Pierini reviewed her statistical data analysis, incorporated into the record, for the time period of April 8, 2020 through May 7, 2021 covering 6,214 cases. Ms. Pierini explained the methodology she had used for her analysis which had indicated that ethnic disparity existed for COVID-19, especially in the Hispanic population. She noted that the survey results indicated a need for more public health information and education in a variety of languages and venues to mitigate the ethnicity disparities. Additionally, more consistent messaging from top governmental agencies and workplace outreach had been recommended. She indicated that community spread had been the most common source of infection followed by household and workplace spread. Ms. Freeman noted that CCHHS had done outreach through schools and were working with Partnership Carson City to offer vaccines at Hispanic events. Chairperson Lyons recommended extending the outreach to the 89701 zip code area that was experiencing the largest number of COVID-19 cases. This item was not agendized for action.

26. PUBLIC COMMENT

(11:29:26) – Chairperson Lyons entertained final public comments; however, none were forthcoming.

27. FOR POSSIBLE ACTION: TO ADJOURN AS THE BOARD OF HEALTH

(11:29:50) – Chairperson Lyons adjourned the meeting at 11:29 a.m.

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The Minutes of the October 7, 2021 Carson City Board of Supervisors meeting are so approved on this 4th day of November, 2021.

STACEY GIOMI, Mayor Pro Tem

ATTEST:

AUBREY ROWLATT, Clerk – Recorder

Attachments: written public comments

PROCLAMATION

Nevada Flood Awareness Week November 14-20, 2021

WHEREAS, Carson City recognizes the significant threat flooding poses to residents, the City and our local economy; and

WHEREAS, Carson City has endured repeated flood events from our watershed in the Carson River basin, including the historic floods of 1986, 1997, 2005 and 2017; and

WHEREAS, Carson City is at particular risk of flooding, mostly from rain causing rapid melting of snow; and

WHEREAS, during Nevada Flood Awareness Week, local, state and federal agencies across the state are working together to inform the public about the dangers of flooding, how to protect their homes and families from a flood, and plan for recovery; and

WHEREAS, the theme for Nevada Flood Awareness Week 2021 is “Nevada Floods. Are You Prepared?” and the corresponding website is www.NevadaFloods.org

NOW, THEREFORE, I, Lori Bagwell, Mayor of Carson City, Nevada on behalf of the Board of Supervisors, do hereby proclaim November 14th-20th, as Flood Awareness Week, and supports increased public awareness of flood threats, and encourages all city residents to act and be prepared for flood events.



Dated this 4th day of November 2021.

Lori Bagwell



STAFF REPORT

Report To: Board of Supervisors

Meeting Date:

Staff Contact: Lyndsey Boyer, lboyer@carson.org and Jennifer Budge, jbudge@carson.org

Agenda Title: Presentation of a Proclamation to designate November 2021 as Quality of Life Month and a presentation on the 25th Anniversary of the adoption of Carson City's Question 18 - Quality of Life Initiative. (Lyndsey Boyer, lboyer@carson.org and Jennifer Budge, jbudge@carson.org)

Staff Summary: November 2021 will mark the 25th Anniversary of the passage of Question 18 - Quality of Life Initiative in Carson City. The Carson City Parks, Recreation & Open Space Department staff have developed a schedule of free community events to celebrate the positive impact of this ballot question on the community over the past 25 years.

Agenda Action: Other / Presentation

Time Requested: 10 minutes

Proposed Motion

N/A

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Question 18 was passed in Carson City on November 5, 1996. This ballot question proposed an increase in the sales tax rate $\frac{1}{4}$ of 1% (\$0.0025) to fund the acquisition, development and maintenance of parks, open space, trails, and recreational facilities. Each year, 40% of these funds are used to develop parks, recreational facilities, and trails throughout Carson City; 40% is used to acquire and manage open space lands; and 20% is dedicated to operations and maintenance of park facilities.

November 2021 will mark the 25th anniversary of Question 18 being passed by the residents of Carson City. Over the past 25 years, these funds have been used to purchase approximately 2,200 acres of open space, build new and exciting trail systems, construct the Robert "Bob" Crowell Multipurpose Athletic Center ("MAC"); make improvements to the Bob Boldrick Theater, Carson City Aquatic Facility, the Carson City Rifle and Pistol Range and so much more. A month-long celebration is planned to acknowledge the forethought Carson City residents had in 1996 to invest in the quality of life in our community. Quality of Life Month will kick-off with BOOnanza at Mills Park on October 28, a celebration at Silver Saddle Ranch on October 29th, followed by a variety of free activities for the community to enjoy.

ATTACHMENT 1 – Quality of Life Month Proclamation

ATTACHMENT 2 - Quality of Life Report

ATTACHMENT 3 - Ballot Question No. 18

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

N/A

Attachments:

[Quality of Life Month 2021.docx](#)

[ATTACHMENTS.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

PROCLAMATION

Quality of Life Month

November 2021

WHEREAS, parks, trails, and open space are an integral part of Carson City and the quality of life in the community; and

WHEREAS, in 1996, a passionate and dedicated group of residents known as the Quality-of-Life Citizens' Committee, with the support of Parks and Recreation Director Steve Kastens and the Board of Supervisors, recommended that Nevada state law be amended to authorize new sales and use tax of one-quarter of one percent to be used to fund the acquisition, development and maintenance of parks, open space, trails, recreation facilities, and the Boys and Girls Club; and

WHEREAS, on November 5, 1996 Carson City voters overwhelmingly approved Ballot Question 18, the Carson City Quality of Life Initiative; and

WHEREAS, the Quality of Life Initiative enabled the capital city to develop a park system that has more parks per capita than the national average, consisting of over 8,000-acres of parks, trails and open space; and

WHEREAS, the Quality of Life Initiative has generated more than \$55 million in revenue since its inception and leveraged nearly \$12 million in grants; and

WHEREAS, the Quality of Life Initiative funded important projects such as the Robert "Bob" Crowell Multipurpose Athletic Center; Rifle and Pistol Range; Mills, Fuji and Centennial Parks; and

WHEREAS, the Quality of Life Initiative benefits wildlife and future generations through the preservation of thousands of acres of open space, and the construction of 90 miles of public trails; and

WHEREAS, November 2021 commemorates the 25th anniversary of the Quality of Life Initiative; and

WHEREAS, the Parks, Recreation and Open Space Department and the Board of Supervisors invite the community to celebrate this initiative throughout the month of November with a variety of free programs and activities;

NOW, THEREFORE, I, Lori Bagwell, Mayor of Carson City, Nevada on behalf of the Board of Supervisors, do hereby proclaim November 2021 as "**Quality of Life Month**" in Carson City, and I urge all residents to spend time in their favorite parks and enjoy this beautiful region we call home.



Dated this 4th day of November 2021

Lori Bagwell

Lori Bagwell, Mayor

\$55,273,544

Total tax and interest
Revenue



\$11,896,034

Grant funds leveraged



\$1,389,000

Boys and Girls
Club of Western
Nevada



2,200 acres

acquired,
8,000+ acres total



25 years

of

Quality of Life

90 miles

of Trails



12,362

visitors/year

Rifle and Pistol Range



11,795 visitors/year

Robert “Bob” Crowell Multi-
Purpose Athletic Center



300,000

visitors/year

Aquatic Facility



QUESTION NO. 18

Shall Carson City request that the Nevada Legislature authorize it to fund the acquisition, development and maintenance of parks, open space, trails and recreation facilities through an increase in the sales tax rate of 1/4 of 1 percent (.0025).

Yes 172

No 173

EXPLANATION

This Quality of Life Initiative (QOLI) provides dedicated funding to acquire open space land and develop and maintain new park and recreation facilities. About 40% of the funds would be for acquisition and management of open space land, 40% for development of community park facilities and trails, and 20% for maintenance and operation of these new park facilities. The funds will be separate from the city's general fund, and exclusively for the acquisition of open space, bike & hike trails, new park development and other recreational improvements.

Acquisition of open space land will help preserve mountains, hills and scenic resources, conserve wildlife habitat, protect our drinking water sources and allow outdoor enjoyment of natural areas. Open space, which is defined as undeveloped land with valued natural resources, will be acquired from willing sellers, or by other mutually agreeable methods. Acquisition and conservation would be guided by a citizen's committee appointed by the Board of Supervisors with expertise in the areas of natural resources, real estate, community planning, community development, outdoor recreation/education, or knowledge of the community. This committee, which will be complimentary to other commissions, will have the authority to administer and manage the funds generated by the open space portion of this initiative with the approval of the Board. The committee will work to sustain natural and scenic resources and the long-term quality of life in Carson City.

Open space will be acquired and maintained as conservancy areas to be retained and used for the following purposes:

To provide off-street bicycle, hiking and equestrian trails that connect parks, schools and the valley with the mountains.

To safeguard water resources: watershed areas, water well sites and designated groundwater recharge areas.

To safeguard waterway corridors, wetlands, streams and the Carson River.

To develop regional detention areas and protect floodplains.

To safeguard scenic vistas and enhance the gateways to our city.

Utilization of land for shaping the development of the city and defining growth by establishing an urban boundary.

Strategic acquisitions of land to allow for local outdoor relaxation, education and future park settings.

Preservation or enhancement of significant natural areas, wildlife and culturally important lands.

As Carson City has grown, the need for ballfields, bike paths, open space, trails and community park facilities has increased beyond capacity. New park and recreation facilities that allow for a full range of recreational opportunity are needed. From open space trails for family outings to sports fields for organized play, the QOLI [Question #18] benefits our community.

The projects presently anticipated to be developed first are:

Trails and bike lanes: a network of off-street multiple-use trails and on-street bike lanes.

Aquatic Facility: a new therapy pool and a structural enclosure of the outdoor pool for year-round aquatic activity: swim work-outs, instruction for children, etc.

Carson River: new recreation trails, picnic areas and trailhead parking.

Beautification: initiate a street tree program and landscape enhancement of public areas.

Centennial Park: add two adult softball fields, renovate three existing fields and pave the parking lot.

Mills Park: complete landscape/tree installation, pathways and restore little Wungenema House.

New facilities for youth sports: multi-use fields for soccer, t-ball, football, softball, etc.

Boys & Girls Club: maintenance of a newly constructed facility (about one hundred twenty-thousand dollars annually).

Community Center: primarily improvements for theatrical, cultural and musical arts.

Rifle/Pistol Range: range improvements, security facility and improved access.

Fall Park: renovate irrigation, add group picnic and exhibit areas, restrooms and parking.

Multi-purpose Gymnasium: build a new community gym for year-round activity.

This QOLI creates dedicated funds for park, open space, trails and recreation facilities and will supplement, but not replace, current limited park funding levels. A portion of these funds will go toward maintenance of the new facilities and will allow better park upkeep. With development of these new park facilities, citizen suggestions for other park improvements will be requested.

ARGUMENT IN FAVOR OF PASSAGE

This QOLI will allow Carson City to improve and maintain park and recreational facilities and provide locally available trails and open space. It will help protect access to the surrounding mountains and our scenic view of hillsides that are presently subject to private development. It will help protect the water resources and natural areas that are important to the health and quality of life in our community.

This small raise in sales tax (1 penny on a \$4.00 picnic lunch) will produce a dedicated park and open space fund. Residents from Carson City benefit because using a sales tax to fund this initiative is a method of sharing the cost for these improvements among businesses, tourists, visitors from the surrounding communities and all residents of Carson City.

This QOLI will allow our community to anticipate growth and be proactive in protecting natural areas, scenic resources, and recreational opportunities that exemplify our quality of life in Carson City. It can provide the *funded foresight* to take those steps necessary to ensure a quality of life for our children and their children, a commitment which few Nevada communities have made.

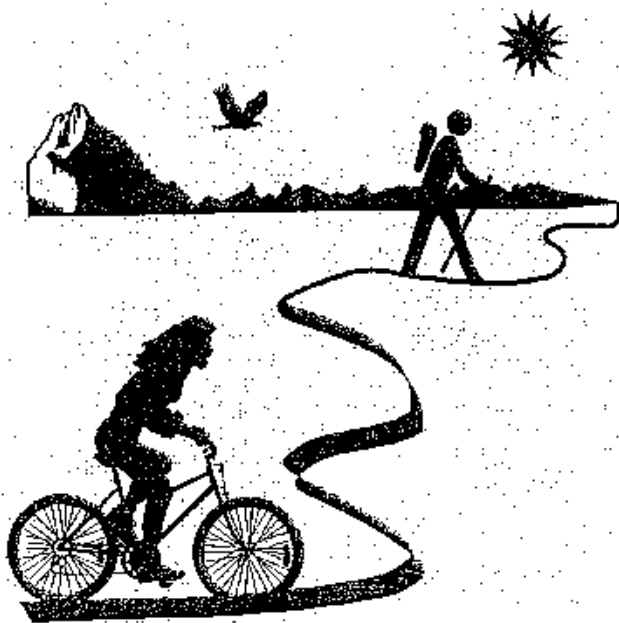
The QOLI has broad, non-partisan support. Citizens, business people, recreationalists, adult leaders of youth programs and senior citizens all worked together to develop and support this initiative. A "yes" vote on this question will provide a long term source of dedicated funding for park, open space, trail and recreational facilities.

ARGUMENT AGAINST PASSAGE

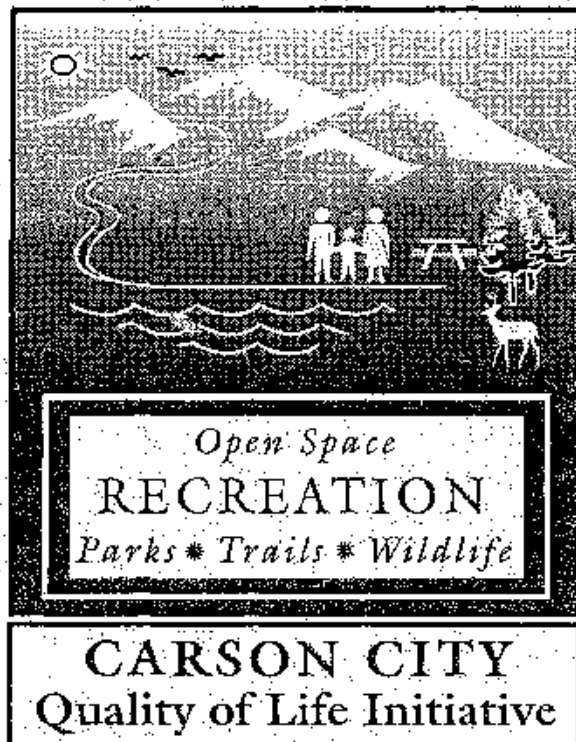
If this Question passes and is implemented by the Legislature, the sales tax rate will be increased.

VOTE  YES

on
18



Ballot Question No. 18



VOTE YES ON NOVEMBER 5, 1996

Shall Carson City request that the Nevada Legislature authorize it to fund the acquisition, development and maintenance of parks, open space, trails and recreation facilities through an increase in the sales tax rate of 1/4 of 1% (\$0.0025)?

What is the Quality of Life Initiative?

It is a proposal by a group of Carson City citizens to provide a means of improving the quality of our community. It's a program to raise funds to improve the **Quality of Life** of Carson City. Specifically,

- 40% will be used to develop parks, recreational facilities, and trails throughout Carson City.
- 40% will be used for acquisition and management of open space lands throughout Carson City.
- 20% will be used for the maintenance and operation of the new park facilities.

How Can I Help?

- Volunteer to help in the passage of the Quality of Life Initiative.
- Put a sign in your yard showing your support.
- **VOTE YES ON QUESTION 18 ON NOVEMBER 5.**



What Park and Recreation Facilities Will Be Developed?

- Bicycle and multiple use trail system
- Permanent structure for outdoor pool
- Recreational and trail improvements along Carson River.
- Sport fields for adult softball and youth sports
- Community Center theater improvements
- Open space to protect the vistas and rural character and to provide a trail system and passive recreation
- Rifle and pistol range improvements
- Picnic, parking and landscaping at Fuji Park
- New Community Gym
- Beautification and street trees
- A portion of the funds will be used to operate and maintain the new park and recreational facilities, and to maintain the Boys and Girls Club.



What is Open Space?

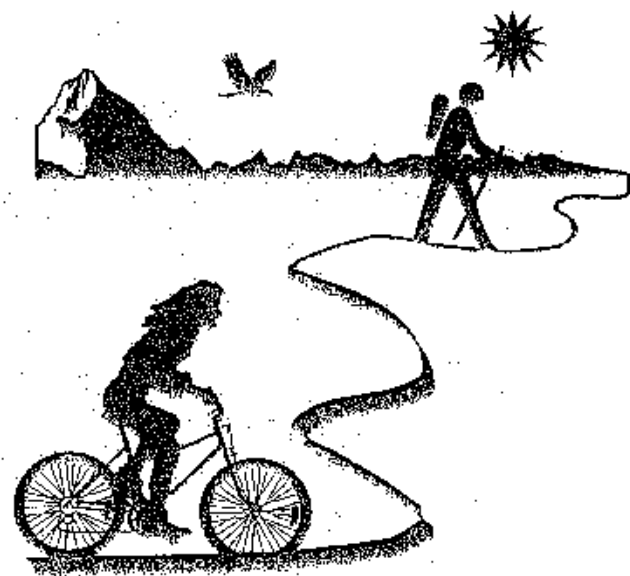
Open space is defined as undeveloped land having significant natural resources important to the quality of life in our community. Open space is necessary to protect our drinking water sources and to conserve natural habitat and scenic quality.

Is this Going to Increase My Property Tax?

NO. What is proposed is a very small increase in the sales tax. The proposal is a 1/4 of 1 cent (\$0.0025) increase. In this way all the users, including visitors, non-resident shoppers and Carson City residents will share in the cost and the benefits of improving and maintaining the Quality of Life in Carson City.

Can These Funds Be Used For Other Purposes?

NO. If approved by the voters, these funds are dedicated to specific purposes listed here, i.e. acquisition and maintenance of open space, and the development and operation of new park and recreation facilities.





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 4, 2021

Staff Contact: Carol Akers, Purchasing and Contracts Administrator

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed amendment, effective November 1, 2021, to Conflict Counsel Attorney Services Contract No. 20300003, with Walter B. Fey, for conflict counsel services effective October 1, 2021 through June 30, 2023, to provide for services to assign indigent defense cases under the City's Indigent Defense Plan ("Plan") to conflict counsel and to private attorneys under the Plan on an as needed basis, not to exceed 12 hours per week, for a not to exceed amount of \$33,350 through June 30, 2023, increasing the total contract amount to a not to exceed amount of \$479,118.00 (an additional \$13,350 in Fiscal Year ("FY") 2022 and \$20,000 in FY 2023), to be funded from the General Fund Courts Professional Services/Conflict Account. (Carol Akers, CAkers@carson.org and Max Cortes; Mcortes@carson.org)

Staff Summary: The new Department of Indigent Defense Services ("DIDS") Regulations for attorneys providing indigent defense services, including the City's contracted conflict counsel, require someone outside the judiciary to assign indigent defense cases to conflict counsel and private attorneys. This amendment allows a person retained by conflict counsel to perform those services.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

September 16, 2021 - The Board of Supervisors ("Board") approved Carson City's Indigent Defense Services Plan and approved a contract amendment increasing the amount of the contract to \$445,768.00

June 4, 2020 - The Board approved contract 20300003 with Walter B. Fey for a three-year term.

Background/Issues & Analysis

The new Regulations of the Board of Indigent Defense Services ("Regulations") require, for the most part, the judiciary not to be involved with the provision of Indigent Defense Services in a county. This provision is added to Mr. Fey's contract to allow a person employed by conflict counsel, outside the judiciary, to assign indigent defense cases to conflict counsel and private attorneys in accordance with the Plan, which is also before the Board on this agenda. This proposed amendment will increase the not to exceed amount of the contract by \$33,350 from \$445,768.00 to \$479,118.00.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 180; NRS 260.070 and 332.115(1)(b); Regulations of the Board of Indigent Defense Services; Carson City's Indigent Defense Services Plan.

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Conflict Counsel Account 1010610-500361

Is it currently budgeted? No

Explanation of Fiscal Impact: Contract increases for FY 2022, \$13,350.00 if approved, will be augmented from contingency during the first round of budget augmentations. If approved, the increase of \$20,000 for FY 2023 will be built into the FY 2023 budget. Staff will seek reimbursement of this cost under the Regulations.

Alternatives

Do not approve the amendment and provide alternative direction.

Attachments:

[20300002 Amendment 2.pdf](#)

[20300003 Executed Contract and Amendment 1.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300003
Title: Conflict Counsel Attorney Services
Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase contract by an additional not to exceed amount of \$33,350; \$13,350 for Fiscal Year ("FY") 2022 and \$20,000 for FY 2023.

Reason for amendment: To provide that services related to assignment of conflict counsel and private DIDS qualified attorneys to indigent defense cases may be billed to Carson City on an hourly basis, not to exceed 12 hours per week, and not to exceed \$13,350 for FY 2022 and \$20,000 for FY 2023, for a new total contract amount of \$479,118.00 from July 1, 2020 through June 30, 2023.

It is also agreed that all unaffected conditions, requirements, and restrictions of the Original Contract document remains in full force and effect for the duration of the Contract term.

Amendment will become effective as of November 1, 2021, after being signed by Purchasing and Contracts.

Approved by:

(1) City Department: City Manager

Name/Title: Nancy Paulson, City Manager

Signature: _____ Date: _____

(2) District Attorney's Office:

Name/Title: Deputy District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) Conflict Counsel:

Name/Title: Walter B. Fey, Esq.

Signature: _____ Date: _____



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 16, 2021

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Max Cortes, Courts Administrator

Agenda Title: For Possible Action: Discussion and possible action regarding amendments to Conflict Counsel Attorney Services Contract No. 20300003, with Walter B. Fey, and Contract No. 20300004, with Noel S. Waters, for conflict counsel services effective October 1, 2021 through June 30, 2023, increasing the amount of each contract from \$10,802.92 to \$12,500 per month for October 1, 2021 through June 30, 2022, from \$11,127.00 to \$14,583.34 per month for July 1, 2022 through June 30, 2023, for a total increase per contract of \$56,749.72, for a new per contract total amount of \$445,768.00 from July 1, 2020 through June 30, 2023 to be funded from the General Fund Courts Professional Services/Conflict Account. (Carol Akers, CAkers@carson.org and Max Cortes; Mcortes@carson.org)

Staff Summary: The new Department of Indigent Defense Services ("DIDS") Regulations for attorneys providing indigent defense services, including the City's contracted conflict counsel, require mandated statistical time and case load reporting and a specific amount of time the attorneys are required to spend on each case. Two of the three conflict attorneys have advised that they will be unable to take private cases due to time restraints and will need to hire clerical staff to adhere to DIDS' mandated requirements. The conflict attorneys have advised the City that the current contract amounts are not sufficient to cover their time and expenses to provide conflict counsel services.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the amendments as presented.

Board's Strategic Goal

Efficient Government

Previous Action

The original contracts 20300003 with Walter B. Fey and 20300004 with Noel S. Waters were approved at the June 4, 2020 Board of Supervisor's meeting for a three-year term.

Background/Issues & Analysis

DIDS was created by the enactment of NRS 180.400 during the 2019 Legislative Session. DIDS has promulgated regulations requiring statistical time and case load reporting that require the City's contracted conflict counsel to spend approximately 25 percent more time on each case. Carson City is also required to establish an Indigent Defense Services Plan, which will be presented to this Board of Supervisors for consideration as well.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Conflict Counsel Account 1010610-500361

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Contract increases for FY 2022, \$15,273.72 per contract for a total of \$30,547.44, and if approved will be augmented from contingency during the first round of budget augmentations. Increases for FY 2023, \$41,476.08 per contract for a total of \$82,952.16 will be built into the FY 2023 budget.

FY 2022

Current Contract Budget (1010610-500361) per Attorney: \$130,000.00

Proposed Amended Contract Amount: \$144,908.76

Fiscal Impact: \$14,908.76 per Contract for a total of \$29,817.52

FY 2023

Current Contract per Attorney: \$133,524.00

Proposed Amended Contract: \$175,000.00

Fiscal Impact: \$41,476.00 per contract for a total of \$82,952.00

Alternatives

Do not approve the amendments and/or provide alternative direction to staff.

Attachments:

20300003 Amendment 1.pdf

20300003 Executed Contract.pdf

20300004 Amendment 1.pdf

20300004 Executed Contract.pdf

Board Action Taken:

Motion: Oppose

1) SG
2) SS

Aye/Nay

5/8/0

AK
(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300003

Title: Conflict Counsel, Walter B. Fey; Attorney at Law

Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase total contract amount by \$56,749.72, for a new total contract amount of \$445,768.00.

Reason for amendment: To amend the contract compensation rates from October 1, 2021 through June 30, 2022 to \$12,500 per month and July 1, 2022 through June 30, 2023 to \$14,583.33 per month and update Exhibit A compensation increases and include the requirements of the Department of Indigent Defense.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Courts

Name/Title: Max Cortes, Courts Administrator

Signature:  Date: 9-16-2021

(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

Signature:  Date: 09/22/2021

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 9/24/2021

(4) Conflict Counsel:

Name/Title: Walter B. Fey; Attorney at Law

Signature: see attached page Date: _____

AMENDMENT FOR CONTRACT

Contract No.: 20300003

Title: Conflict Counsel, Walter B. Fey; Attorney at Law

Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase total contract amount by \$56,749.72, for a new total contract amount of \$445,768.00.

Reason for amendment: To amend the contract compensation rates from October 1, 2021 through June 30, 2022 to \$12,500 per month and July 1, 2022 through June 30, 2023 to \$14,583.33 per month and update Exhibit A compensation increases and include the requirements of the Department of Indigent Defense.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Courts

Name/Title: Max Cortes, Courts Administrator

Signature: _____ Date: _____

(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) Conflict Counsel:

Name/Title: Walter B. Fey; Attorney at Law

Signature:  _____ Date: 7/24/2021

Conflict Counsel Contract FY21-FY23

I. CONTRACTOR SERVICES:

- a. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the State Public Defender.
- c. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the State Public Defender.
- d. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court, the First Judicial District Court - Juvenile Court Division, and the Carson City Justice/Municipal Court.
- e. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the State Public Defender.
- f. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
- g. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the State Public Defender.
- h. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

II. SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for conflict cases when the First Judicial District Court or the Carson City Justice/Municipal Court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the intended purposes of this Contract.

Conflict Counsel Contract FY21-FY23

- c. Such services shall be performed in accordance with this Contract and shall not be altered except by written consent of both parties.
- d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.
- e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.
- f. **CONTRACTOR** must personally handle the cases in which **CONTRACTOR** has been appointed as counsel. However, in the event that **CONTRACTOR** is unable to personally appear at any stage of the court proceeding, **CONTRACTOR** may have another conflict counsel or, if **CONTRACTOR** practices law with a law firm, have another lawyer within **CONTRACTOR's** firm appear for **CONTRACTOR**, provided that **CONTRACTOR**, provided that **CONTRACTOR** has adequately briefed the appearing conflict counsel or lawyer to enable the appearing conflict counsel or lawyer to provide effective assistance of counsel. **CONTRACTOR** may not transfer the case to another attorney without substitution of counsel being approved by the court.
- g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.
- h. In performing the professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:
 - i. Conduct interviews;
 - ii. Perform or supervise the performance of necessary investigation;
 - iii. Conduct necessary preparation;
 - iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
 - v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
 - vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the State Public Defender was previously appointed.
 - vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in

Conflict Counsel Contract FY21-FY23

any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

III. PROCEDURAL PROVISIONS:

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.
- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted into the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of a non-contract lawyer.
- d. The Indigent Defense Coordinator may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Indigent Defense Coordinator.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be provided to the Indigent Defense Coordinator at the conclusion of each assigned case. The time summaries may be requested by the Court.
- g. These time reports may be made available by the Indigent Defense Coordinator for audit by the **CITY'S** representative.
- h. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
- i. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Administrator, or his or her designee and, if necessary, the Board of Supervisors.
- j. Nothing in this section shall be construed in a manner that requires violating the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

Conflict Counsel Contract FY21-FY23

IV. MISCELLANEOUS PROVISIONS:

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in the same manner and for the same purposes as **CONTRACTOR**.
- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. When **CONTRACTOR** is appointed as counsel in any case, **CONTRACTOR** must, within 1 day of being appointed, run a conflict check and inform the appointing court if **CONTRACTOR** has a conflict.
- d. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- e. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- f. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- g. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract and with the applicable statutes and court rules .
- h. This Contract represents the entire and integrated agreement between the City and **CONTRACTOR** and supersedes all prior negotiations, representations, contracts, or agreements, either written or oral.
- i. This Contract may be amended only by written instrument signed by both the **CITY** and the **CONTRACTOR**.
- j. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONTRACTOR**.

V. CONSIDERATION:

Monthly Payments:

- a. From July 1, 2020 through June 30, 2021 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Four Hundred Eighty-Eight Dollars and Twenty Seven Cents (\$10,488.27) per month.

Conflict Counsel Contract FY21-FY23

- b. From July 1, 2021 through September 30, 2021- The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Eight Hundred Two Dollars and Ninety-Two Cents (\$10,802.92) per month.
- c. From October 1, 2021 through June 30, 2022 – The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Twelve Thousand and Five Hundred Dollars and Zero Cent (\$12,500.00) per month
- d. From July 1, 2022 through June 30, 2023 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Fourteen Thousand Five Hundred Eighty Three Dollars and Thirty-Four Cents (\$14,583.34) per month.
- e. The **CONTRACTOR** must submit a monthly billing to the First Judicial District Court, Attention: Wendy Yang, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to WYang@carson.org and CFischer@carson.org. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.
- f. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.
- g. The Indigent Defense Coordinator may appoint **CONTRACTOR** under the contract in lieu of the State Public Defender's Office if the **CONTRACTOR** previously represented the defendant.
- h. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-d) is in lieu of the statutorily prescribed fees codified in NRS 7.125.
- i. However, if in a particular case the **CONTRACTOR** believes that the complexity of a case, the number of the factual or legal issues in a case, the severity of the offense, the time necessary to provide an adequate defense, or other special circumstances warrant an award of extraordinary fees in excess of the monthly fee paid to **CONTRACTOR** under sections (a)-(d), the **CONTRACTOR** may apply to the Indigent Defense Coordinator for additional fees as provided in the Carson City Indigent Defense Plan. These extraordinary fees may only be awarded if the Indigent Defense Coordinator or the court in which the representation was rendered finds that the amount of the excess, extraordinary payment is both reasonable and necessary to the representation of the client in the case.
- j. **CONTRACTOR** will not request Extraordinary Fees when appointed on Category A felony cases until 25 hours of work has been conducted.
- k. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests.

Conflict Counsel Contract FY21-FY23

- l. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. Under NRS 7.145 a claim for extraordinary compensation and expenses must not be paid unless it is submitted within 60 days after the appointment is terminated to the Indigent Defense Coordinator. It is hereby agreed by **CONTRACTOR, CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees to **CITY** when a request for extraordinary fees is submitted to the Indigent Defense Coordinator. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.
- m. The **CONTRACTOR** may secure pre-authorization or reimbursement for extraordinary investigative costs, costs required to secure experts, or costs for other services that are reasonable and necessary for a client's defense in any assigned matter, in the manner codified in NRS 7.135, 7.145 and 7.155 and under the Carson City Indigent Defense Services Plan.
- n. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this contract are the responsibility of the **CONTRACTOR** and are part of **CONTRACTOR'S** compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040(5).
- o. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- p. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified in this Contract.

VI. REQUIREMENTS OF THE DEPARTMENT OF INDIGENT DEFENSE ("DIDS"):

- a. **CONTRACTOR** must comply with the requirements of DIDS for the provision of services to indigent persons in cases described by NRS 180.004 (an adult charged with a criminal offense for whom the appointment of counsel is ordered, or a child (minor) who is alleged to be delinquent or in need of supervision under NRS Title 5), including the workload and reporting requirements of DIDS. **CITY** may request case information reported to DIDS from DIDS or from **CONTRACTOR**.
- b. **CONTRACTOR** must comply with the Carson City Indigent Services Plan, as may be amended.
- c. **CONTRACTOR** must be registered with DIDS and meet the DIDS qualifications for representation of indigent persons.
- d. **CONTRACTOR** must provide legal representation under this **CONTRACT** to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411.
- e. **CONTRACTOR** must generally advise a clients not to waive any substantive rights or plead guilty at the initial appearance unless, in the **CONTRACTOR's** judgment, to do otherwise is in the client's best interest.

Conflict Counsel Contract FY21-FY23

- f. **CONTRACTOR** must make a reasonable efforts to meet with a client within the first 7 days following the appointment of **CONTRACTOR** as counsel in the case, and may a reasonable effort to communicate with a client at least every 30 days thereafter, unless in the **CONTRACTOR'S** judgment there are no significant updates in the client's case.



Agenda Item No: 10.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 4, 2020

Staff Contact: Carol Akers and Max Cortes

Agenda Title: For Possible Action: Discussion and possible action regarding Conflict Counsel Attorney Services Contract No. 20300003 with Walter B. Fey, to be effective July 1, 2020 through June 30, 2023 for an annual amount of \$125,859.24 in year one, with a 3% increase in year two and a 3% increase in year three, to be funded from the General Fund Courts Professional Services/Conflict Account. (Carol Akers, CAkers@carson.org and Max Cortes, Mcortes@carson.org)

Staff Summary: The First Judicial District Court and Justice Court judges recommend proceeding with a three-year contract with the current conflict counsel attorney. The current attorney has agreed to waive an increase for year one of the contract. The judges expressed that it is very challenging to find this caliber of attorneys to perform the work for the contracted amount. The conflict counsel attorneys have also taken on more responsibilities to comply with best practices in the Juvenile Court arena.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

The current Conflict Counsel Attorney Services Contract will expire on June 30, 2020. The Court appoints conflict counsel during the adjudication process for individuals who have been determined indigent and when the State Public Defender's Office has a conflict of interest. The Court has negotiated the Conflict Counsel Attorney Services contract for over 15 years and has a vested interest in the attorneys' qualifications and experience to avoid appeals on the basis of ineffective assistance of counsel.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115 (1)(b)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Courts Professional Services/Conflict Account 1010610-500361

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account 1010610 500361 will be decreased by \$125,859.24 for 1 of 3 Conflict Counsel Attorney Services Contracts. The three contracts total \$377,577.72. \$390,000 is budgeted in Fiscal Year (FY) 2021; the following two years will be appropriated in the budget annually - FY 2022 in the amount of \$388,905.12 and FY 2023 in the amount of \$400,572.

Alternatives

Do not approve the contract and provide alternative direction to staff.

Attachments:

20300003 Draft Contract.pdf

Board Action Taken:

Motion: Approved
Under Consent Agenda

- 1) LB
- 2) BB

Aye/Nay

5/0/0

TW

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003

Title: Conflict Counsel, Walter B. Fey; Attorney at Law

THIS CONTRACT is made and entered into this 4th day of June, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Walter B. Fey; Attorney at Law, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract (does involve___) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONSULTANT'S** compensation under this agreement (does ___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 20300003** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	<u>12/30/20</u>
GL expires	<u>12/17/20</u>
PL expires	<u>12/13/20</u>
WC expires	<u>waiver</u>

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2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:
(OMITTED)

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from July 1, 2020, subject to Carson City Board of Supervisors' approval (anticipated to be June 4, 2020) to June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

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4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by CITY on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to

Walter B. Fey, Attorney at Law
247 Court Street
Reno, NV 89501
775-329-1103
wbfey1@gmail.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in Section 2 (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed annual maximum amount of One Hundred Twenty Five Thousand Eight Hundred Fifty Nine Dollars and 24/100 (\$125,859.24) for year one with a 3% increase each year after through June 30, 2023, and hereinafter referred to as "Contract Sum"

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

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6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this

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Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

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7.5.1.5 **CONTRACTOR** shall provide all court appointment case files to the **CITY** or the new conflict counsel within 7 days of notification to the **CITY** that he or she is terminating the contract or closing practice or within 7 days of notification by the **CITY** that the contract is being terminated.

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, 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 this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees,

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officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the

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Waiver of Subrogation Clause.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required;*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

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13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this

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Contract. CITY may set-off against consideration due any delinquent government obligation.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CITY and all such materials shall be delivered into CITY possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. CITY will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003

Title: Conflict Counsel, Walter B. Fey; Attorney at Law

received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Conflict Counsel, Walter B. Fey; Attorney at Law

CONSULTANT warrants that it will perform all **SERVICES** required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar **SERVICES**, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any **SERVICES** performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the **SERVICES** under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300003
Title: Conflict Counsel, Walter B. Fey; Attorney at Law

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

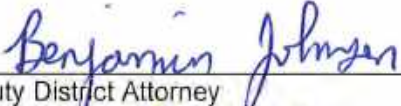
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By: 
Sherri Russell, Chief Financial Officer

Dated 6/12/20

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

Dated 6/8/2020

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 1010610 500361

By: 

Dated 6/12/20

PROFESSIONAL SERVICES CONSULTANT AGREEMENT**Contract No. 20300003****Title: Conflict Counsel, Walter B. Fey; Attorney at Law**

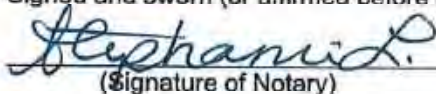
Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR**BY:** Walter B. Fey**TITLE:** Attorney at Law**CARSON CITY BUSINESS LICENSE #:** BL-005140-2020 (Pending Fire Dept. Inspection)**Address:** 1601 Fairview Drive, Suite H**City:** Carson City **State:** NV **Zip Code:** 89701**Telephone:** 775-329-1103**E-mail Address:** wbfey1@gmail.com

(Signature of Consultant)

DATED 6/10/2020**STATE OF** Nevada**County of** Carson City

)ss

Signed and sworn (or affirmed before me on this 10 day of June, 2020.


(Signature of Notary)



PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003

Title: Conflict Counsel, Walter B. Fey; Attorney at Law

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 4, 2020 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300003**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


ROBERT L. CROWELL, MAYOR

DATED this 4th day of June, 2020.

ATTEST:


AUBREY ROWLATT, CLERK-RECORDER

DATED this 4th day of June, 2020.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300003

Title: Conflict Counsel, Walter B. Fey; Attorney at Law

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City District Court

Attn: Wendy Yang

885 East Musser St

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Conflict Counsel Contract FY21-FY23

CONTRACTOR SERVICES:

1. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the State Public Defender.
2. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the State Public Defender.
3. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the State Public Defender.
4. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court - Juvenile Court Division and the Carson City Justice/Municipal Court.
5. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the State Public Defender.
6. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
7. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the State Public Defender.
8. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for the conflict cases and when the court for cause is required to disqualify the State Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the intended purposes of this Contract.
- c. Such services shall be performed in accordance with this Contract and shall not be altered

Conflict Counsel Contract FY21-FY23

except by written consent of both parties.

d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.

e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.

f. If **CONTRACTOR** practices law with a law firm, another lawyer within the firm may appear for **CONTRACTOR** at any stage of the proceeding.

g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.

h. In performing the professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:

- i. Conduct interviews;
- ii. Perform or supervise the performance of necessary investigation;
- iii. Conduct necessary preparation;
- iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
- v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
- vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the State Public Defender was previously appointed.
- vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

PROCEDURAL PROVISIONS:

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.

Conflict Counsel Contract FY21-FY23

- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted in to the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of another non-contract lawyer in the manner provided in NRS 7.115 to 7.165, inclusive.
- d. The Court may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Court.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be filed with the Court at the conclusion of each assigned case and sealed by the Clerk of Court until requested by the Court.
- g. These time reports may be made available by the Clerk of Court for audit by the **CITY'S** representative.
- h. **CONTRACTOR** shall report quarterly to the Court Technology Coordinator or their designee the following information:
 - i. Adult criminal cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony, gross misdemeanor, misdemeanor, and court); (3) number of cases closed/concluded and summary of reason for closure; and, (4) other pertinent information requested by the Court Technology Coordinator or their designee.
 - ii. Extraordinary Cases/Capital Cases: (1) Number of cases pending; (2) additional costs incurred and charged to the City on the case; (3) other pertinent information requested by the Court Technology Coordinator or their designee.
 - iii. Juvenile Cases: (1) number of cases opened; (2) types of offenses (with a breakdown of felony/misdemeanor and court); (3) number of cases closed/concluded and summary of reason for closure; (4) number of probation violations handled and resolved; (5) number of parole violations handled and resolved; and, (6) other pertinent information requested by the Court Technology Coordinator or their designee.
 - iv. NRS 432B Cases: (1) number of cases opened; (2) number of children represented; (3) number of adults represented; and, (4) other pertinent information requested by the Court Technology Coordinator or their designee.
 - v. Probation and Parole Violations: (1) number of cases opened, separated by probation and parole violation; (2) number of cases closed/concluded and summary of reason for

Conflict Counsel Contract FY21-FY23

- closure; and, (3) other pertinent information requested by the Court Technology Coordinator.
- vi. **CONTRACTOR** shall provide this information in a format approved by and acceptable to the Court Technology Coordinator or their designee. A sample form will be provided to the **CONTRACTOR** by the Court.
 - vii. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
 - viii. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Technology Coordinator or their designee and, if necessary, the Board of Supervisors.
 - ix. Nothing in this paragraph shall be construed in a manner that violates the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

MISCELLANEOUS PROVISIONS:

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in the same manner and for the same purposes as **CONTRACTOR**.
- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- d. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- e. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- f. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract.
- g. This Contract represents the entire and integrated agreement between the City and **CONTRACTOR** and supersedes all prior negotiations, representations, contracts, or agreements, either written or oral.

Conflict Counsel Contract FY21-FY23

h. This Contract may be amended only by written instrument signed by both the **CITY** and the **CONTRACTOR**.

i. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONTRACTOR**.

CONSIDERATION:

Monthly Payments:

a. From July 1, 2020 through June 30, 2021 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Four Hundred Eighty-Eight Dollars and Twenty Seven Cents (\$10,488.27) per month.

b. From July 1, 2021 through June 30, 2022 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Ten Thousand Eight Hundred Two Dollars and Ninety-Two Cents (\$10,802.92) per month.

From July 1, 2022 through June 30, 2023 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of legal services under this contract the sum of Eleven Thousand One Hundred Twenty Seven Dollars (\$11,127.00) per month.

c. The **CONTRACTOR** will submit a billing to the First Judicial District Court, Attention: Wendy Yang, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to WYang@carson.org and CFischer@carson.org. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.

d. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.

e. The Court may appoint **CONTRACTOR** under the contract if the **CONTRACTOR** previously represented the defendant or if it is in the best interest of the court for judicial efficiency to appoint the **CONTRACTOR** in lieu of the State Public Defender's Office.

f. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-c) is in lieu of the statutorily prescribed fees codified in NRS 7.125.

Conflict Counsel Contract FY21-FY23

- g. However, the Court can, for reasons specified in NRS 7.125 (4) (a)-(d), award extraordinary fees to **CONTRACTOR** in a particular matter which are over and above the compensation specified in Monthly Payments, provided that the statutorily prescribed procedures contained in NRS 7.125 (4) are complied with.
- h. **CONTRACTOR** will not request Extraordinary Fees pursuant to NRS 7.125 (4) (a)-(d) when appointed on Category A cases pursuant to NRS 7.125 until 25 hours of work has been conducted.
- i. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests to the District Court Judges.
- j. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. The **CITY** and **COURT** recognize NRS 7.145, which states that a claim for compensation and expenses made pursuant to NRS 7.125 or 7.135 must not be paid unless it is submitted within 60 days after the appointment is terminated to: a) The magistrate in cases in which the representation was rendered exclusively before him; and b) The district court in all other cases. It is hereby agreed by **CONTRACTOR**, **CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees pursuant to 6.1. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.
- k. The **CONTRACTOR** may secure reimbursement from the **CITY** for extraordinary investigative costs, required to secure expert or other services necessary for the adequate defense in any assigned matter, in the statutorily prescribed manner codified in NRS 7.135, 7.145 and 7.155.
- l. The **CONTRACTOR** may secure reimbursement from the **CITY** for minor investigative, expert or other services necessary for adequate defense in the statutorily prescribed manner for court-appointed counsel for costs up to \$1,000.00. If extraordinary investigative fees are needed, a separate request should be submitted.
- m. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this contract are the responsibility of the **CONTRACTOR** and part of **CONTRACTOR'S** compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040 (5).
- n. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- o. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: November 4, 2021

Staff Contact: Sheri Russell, Chief Financial Officer (srussell@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through October 22, 2021, per NRS 251.030 and NRS 354.290. (Sheri Russell, srussell@carson.org)

Staff Summary: NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carson.org.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to accept the report.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements, and the ending balance of each cash account for every fund in the City as of October 22, 2021.

It is important to note that there will always be timing differences with these balances - for example, while all departments take deposits to the bank on a daily basis, there is usually a delay between when the reports are prepared and when they are entered into the system.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 251.030 and 354.290

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Attachments:

[BOS Cash Report 10-22-2021.pdf](#)

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 10/08/2021 & 10/22/2021

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 30,276,170.47	\$ 1,541,841.38	\$ 3,772,553.55	\$ 28,045,458.30
201	AIRPORT FUND	0.07	125,556.50	125,556.50	0.07
202	COOPERATIVE EXTENSION FUND	248,011.26	387.04	289.42	248,108.88
208	SUPPLEMENTAL INDIGENT FUND	2,442,574.62	3,556.30	12,345.84	2,433,785.08
210	CAPITAL PROJECTS FUND	11,635,275.61	1,512.59	17,254.83	11,619,533.37
215	SENIOR CENTER FUND	546,263.25	1,512.60	24,545.09	523,230.76
225	CARSON CITY TRANSIT FUND	545,340.13	-	3,237.59	542,102.54
230	LIBRARY GIFT FUND	47,066.93	-	-	47,066.93
235	LANDSCAPE MAINTENANCE FUND	392,111.10	6,930.00	638.99	398,402.11
236	ADMINISTRATIVE ASSESSMENT FUND	56,400.95	1,218.00	724.62	56,894.33
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	20,552.19	414.00	-	20,966.19
240	TRAFFIC/TRANSPORTATION FUND	20,459.73	130.00	473.40	20,116.33
245	CAMPO FUND	(156,377.24)	95,546.38	7,121.29	(67,952.15) ¹
250	REGIONAL TRANSPORTATION FUND	3,213,349.97	1,090.98	31,353.56	3,183,087.39
253	V & T INFRASTRUCTURE FUND	2,289,567.28	-	6,045.20	2,283,522.08
254	QUALITY OF LIFE FUND	4,074,712.29	9,764.98	50,362.26	4,034,115.01
256	STREET MAINTENANCE FUND	1,376,562.22	-	98,705.70	1,277,856.52
275	GRANT FUND	10,099,560.57	181,636.97	222,251.34	10,058,946.20
280	COMMISSARY FUND	184,336.89	15,927.57	3,582.73	196,681.73
287	911 SURCHARGE FUND	1,019,335.66	81,479.00	460.00	1,100,354.66
310	INFRASTRUCTURE TAX FUND	1,377,006.54	-	-	1,377,006.54
340	EXTRAORDINARY MAINTENANCE FUND	3,207,000.63	-	148.38	3,206,852.25
350	RESIDENTIAL CONSTRUCTION TAX FUND	765,285.07	6,300.00	-	771,585.07
410	DEBT SERVICE FUND	2,000,036.53	-	636,009.38	1,364,027.15
501	AMBULANCE FUND	3,784,874.18	32,658.57	126,958.14	3,690,574.61
505	STORMWATER FUND	2,631,770.25	57,228.12	20,941.02	2,668,057.35
510	WASTEWATER FUND	20,207,076.12	537,648.42	93,948.44	20,650,776.10
520	WATER FUND	18,381,963.11	715,444.63	396,781.12	18,700,626.62
525	BUILDING PERMITS FUND	829,142.68	50,837.18	13,530.68	866,449.18
530	CEMETERY FUND	460,089.59	14,200.63	2,125.46	472,164.76
560	FLEET MANAGEMENT FUND	1,337,782.73	-	83,586.62	1,254,196.11
570	GROUP MEDICAL INSURANCE FUND	(518,487.04)	734,943.72	88,318.04	128,138.64
580	WORKERS COMPENSATION FUND	3,743,706.09	43,676.48	37,631.72	3,749,750.85
590	INSURANCE FUND	1,124,178.72	40,237.67	5,628.66	1,158,787.73
602	REDEVELOPMENT ADMINISTRATIVE FUND	31,959.05	-	6,736.43	25,222.62
603	REDEVELOPMENT REVOLVING FUND	2,388,179.85	-	4,487.67	2,383,692.18
604	REDEVELOPMENT TAX INCREMENT FUND	2,061,797.82	3,682.58	-	2,065,480.40
730	SCHOOL DEBT FUND	12,026,108.62	17,518.37	-	12,043,626.99
740	CARSON CITY TOURISM AUTHORITY	2,497,418.88	16,046.80	42,935.66	2,470,530.02
748	CARSON CITY SCHOOL OPERATING FUND	2,367,007.67	22,685.37	-	2,389,693.04
750	STATE OF NEVADA FUND	2,551,426.21	141,663.09	5.00	2,693,084.30
752	RANGE IMPROVEMENT FUND	243.11	-	-	243.11
756	EAGLE VALLEY WATER DISTRICT FUND	34,311.77	17.73	-	34,329.50
760	WATER SUB-CONSERVANCY FUND	89,665.64	23,698.61	22,791.20	90,573.05
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	97,354.51	-	-	97,354.51
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	141,604.90	-	721.45	140,883.45
793	CONTROLLER'S TRUST FUND	17,875.79	560.81	-	18,436.60
850	CARSON CITY OPEB TRUST FUND	2,651,805.33	75,247.65	-	2,727,052.98
TOTAL		\$ 154,626,576.36	\$ 4,602,800.72	\$ 5,960,786.98	\$ 153,268,590.10

¹ Timing difference - awaiting grant reimbursements.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 4, 2021

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution accepting the dedication of right-of-way designated as Carson City Assessor's Parcel Number ("APN") 004-408-37 and also known as portions of Pilot Peak Drive, Pyramid Peak Drive, Porter Peak Drive, Pearl Peak Drive, Wildcat Peak Drive, E. Robinson Street, Hogan Peak Street, Monitor Peak Street, Evan Street, and Boundary Peak Street, as offered for dedication by the Final Map for Blackstone Ranch Phase 1-A, recorded as Map Number 3014 on June 24, 2021. (Robert Nellis, RNellis@carson.org; Randall Rice, RRice@carson.org)

Staff Summary: Staff is requesting acceptance of APN 004-408-37 containing right-of-way which is located at Blackstone Ranch Phase 1-A. This parcel was offered for dedication during recordation of the final map, but the City deferred acceptance of the right-of-way. Now that the street improvements have been constructed and City staff has determined that the right-of-way is built to City standards, acceptance of the dedication is recommended and must be accomplished by a separate resolution.

Agenda Action: Resolution **Time Requested:** Consent

Proposed Motion

I move to adopt Resolution no. 2021-R-_____.

Board's Strategic Goal

Efficient Government

Previous Action

June 17, 2021 - Board of Supervisors approved Blackstone Ranch Phase 1-A Final Map.

April 18, 2019 - Board of Supervisors approved a modification to Tentative Map TSM-17-005 relative to construction of the flood conveyance channels.

March 16, 2017 - Board of Supervisors approved Tentative Map TSM-17-005 subject to conditions of approval.

Background/Issues & Analysis

The Blackstone Ranch Phase 1-A is located south of Robinson Street and east of North Saliman Road, and formerly designated as APN 010-041-84 (SUB-2020-0011). It is a residential development consisting of 66 single-family residential lots, four drainage parcels, right-of-way, common areas, and three remainder parcels on a 45.16-acre parcel zoned Single Family 6,000 ("SF6").

The right-of-way now offered by dedication has its own APN, which is APN 004-408-37. This right-of-way was offered for dedication on the Blackstone Ranch Phase 1-A Final Map recorded on June 24, 2021; however, the City deferred acceptance at that time. Now that the right-of-way is constructed, and City staff has determined that the right-of-way is built to City standards, acceptance of the dedication is recommended.

The Blackstone Ranch Phase 1-A Final Map also offered the four drainage parcels (parcels A, B, C, and D), and the City also deferred acceptance of those parcels. Although City staff anticipates bringing a proposed resolution in the future to accept those four parcels, it does not recommend doing so now because the work on those parcels is not yet complete.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 278.390; Carson City Municipal Code 17.06.025

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not adopt the resolution and/or provide alternative direction.

Attachments:

1. [Resolution - Blackstone Ranch Phase 1-A Acceptance of ROW_at \(Clean\).docx](#)

2. [Exhibit A - Map 3014.pdf](#)

3. [Location Map - Blackstone Ranch Phase 1-A.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. 2021-R-_____

A RESOLUTION ACCEPTING REAL PROPERTY FOR USE AS A PUBLIC RIGHT OF WAY AT BLACKSTONE RANCH PHASE 1-A DESIGNATED AS APN 004-408-37 (PORTIONS OF PILOT PEAK DRIVE, PYRAMID PEAK DRIVE, PORTER PEAK DRIVE, PEARL PEAK DRIVE, WILDCAT PEAK DRIVE, E. ROBINSON STREET, HOGAN PEAK STREET, MONITOR PEAK STREET, EVAN STREET, AND BOUNDARY PEAK STREET)

WHEREAS, it is a function of Carson City to operate and maintain public streets; and

WHEREAS, portions of Pilot Peak Drive, Pyramid Peak Drive, Porter Peak Drive, Pearl Peak Drive, Wildcat Peak Drive, E. Robinson Street, Hogan Peak Street, Monitor Peak Street, Evan Street, and Boundary Peak Street, collectively designated as APN 004-408-37, were offered for dedication by the Final Map for Blackstone Ranch Phase 1-A, recorded in the office of the Carson City Clerk-Recorder as Document No. 521829, Map No. 3014, and situated within Section 16, Township 15 North, and Range 20 East, M.D.M., as described and shown in Exhibit “A”; and

WHEREAS, in the Final Map for Blackstone Ranch Phase 1-A, Carson City deferred acceptance of the offered right-of-way dedication; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, Carson City Municipal Code 17.06.025 further provides that if at the time of final map any highways are rejected, the offer of dedication shall be deemed to remain open and the governing body may, by resolution, at any later date and without further action by the subdivider, rescind its action and open highways for public use, which same shall be recorded in the official city records; and

WHEREAS, the Carson City Board of Supervisors finds that the right-of-way offered for dedication in the Final Map for Blackstone Ranch Phase 1-A is necessary for public access and it is in the best interest of the public to accept said right-of-way; and

NOW, THEREFORE, BE IT RESOLVED, that the Carson City Board of Supervisors pursuant to the authority granted by NRS 278.390 and the Carson City Municipal Code hereby accepts the dedication of the right-of-way hereinabove described.

BE IT FURTHER RESOLVED, and hereby ordered that this resolution be recorded in the office of the Carson City Clerk-Recorder.

ADOPTED this 4th day of November, 2021.

VOTE: AYES:

NAYS:

ABSENT:

ABSTAIN:

LORI BAGWELL
Mayor

ATTEST

AUBREY ROWLATT
Clerk-Recorder

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT, THAT THE UNDERSIGNED IS THE DULY APPROVED CORPORATE OFFICER, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278A. THAT PARCELS A, B, C, & D SHOWN HEREON ARE HEREBY DEEDED TO CARSON CITY IN FEE TITLE, AND THAT THE STREETS, AND DRIVES SHOWN FOR DEDICATION ON THIS PLAT ARE HEREBY OFFERED FOR DEDICATION AND THAT THOSE ACCEPTED BY CARSON CITY ARE SET APART TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THAT ALL EASEMENTS SHOWN HEREON ARE DEDICATED AS PERMANENT EASEMENTS, UNLESS STATED OTHERWISE, AND FOR THE STATED PURPOSE. THE OWNER DECLARES THAT HE/SHE EXECUTED THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN, IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED HIS/HER NAME. I CONSENT TO THE PREPARATION AND RECORDATION OF THE FINAL MAP.

RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY

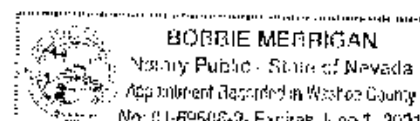
BY: Steve Thomsen 5/5/2021
TITLE: NEVADA GENERAL MANAGER

STATE OF Nevada } S.S.
COUNTY OF Washoe

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 5, 2021

BY STEVE THOMSEN AS THE NEVADA GENERAL MANAGER OF RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

NOTARY PUBLIC
(MY COMMISSION EXPIRES 6-21-2021)



TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT IT IS THE ONLY OWNER OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE FINAL MAP; THAT NO ONE HOLDS A RECORD OF SECURITY INTEREST IN SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES COLLECTED AS TAXES

OR SPECIAL ASSESSMENTS AS OF April 16, 2021.

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

BY: Lisa Divilic 5-7-2021
TITLE: Secretary

TREASURER'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES HAVE BEEN PAID FOR THE CURRENT FISCAL YEAR ON LAND PORTRAYED ON THIS PARCEL MAP.

A.P.N. 010-041-84

CARSON CITY TREASURER

BY: Andrew Rasor DATE: Wed. 6-9-21
NAME: ANDREW RASOR
TITLE: TREASURER, CARSON CITY

CITY ENGINEER'S CERTIFICATE:

I DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT, THAT IT IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AND ANY ALTERATIONS THEREOF, THAT ALL PROVISIONS OF N.R.S. 278A.430 THROUGH 278A.590 AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT. A PROPER PERFORMANCE BOND HAS BEEN DEPOSITED GUARANTEEING THAT THE MONUMENTS WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS MAP.

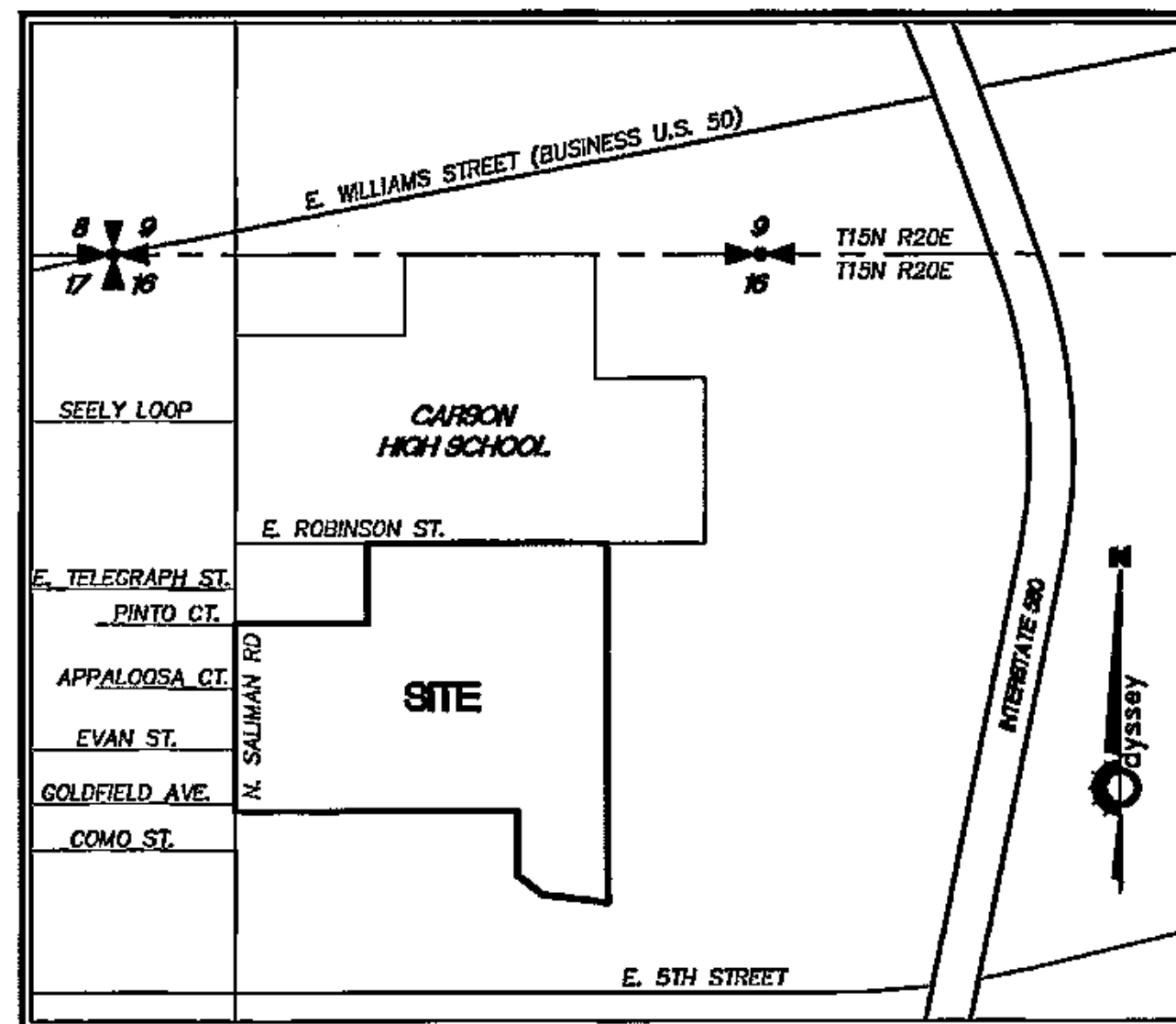
BY: Randall Rice 6.10.21
CITY ENGINEER
RANDALL RICE, P.E.

DIVISION OF WATER RESOURCES CERTIFICATE:

THIS FINAL MAP HAS BEEN APPROVED BY THE DIVISION OF WATER RESOURCES OF THE STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING THE WATER QUANTITY SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

BY: Malcolm S. Wilson, P.E. 5/13/21
DIVISION OF WATER RESOURCES

FINAL MAP BLACKSTONE RANCH PHASE 1-A



VICINITY MAP

NOT TO SCALE

UTILITY COMPANY'S CERTIFICATE:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV, PUBLIC UTILITY COMPANIES, AND CARSON CITY UTILITY DEPARTMENT.

BY: Sierra Pacific Power Company 5/6/2021
TITLE: ASSOC LOW AGENT

BY: Chris Cooper 5/7/2021
TITLE: MGR OSP PLANNING

BY: Armando Espino 5/6/2021
TITLE: Supervisor

BY: Pandall Rice 6/10/21
TITLE: CITY ENGINEER

BY: Amanda Marucci 6/11/21
TITLE: Supervisor Engineering

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP HAS BEEN APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

BY: Ryan Faney, NDEP-BWPC SET 5/13/21
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER POLLUTION CONTROL

CLERK'S CERTIFICATE:

THE CITY HAS APPROVED THIS MAP AND THE OFFER OF DEDICATION OF THE STREETS AND ACCEPTANCE OF DEEDED PARCELS A, B, C, & D AS SHOWN HEREON ARE BEING DEFERRED AT THIS TIME BY THE CITY WITH THE OFFER TO REMAIN OPEN IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 278.390

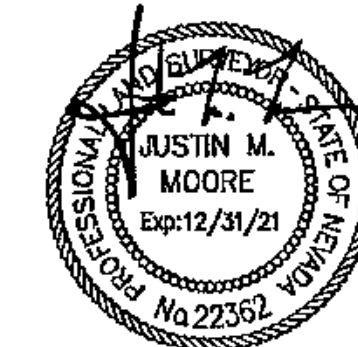
BY: Aubrey Rowlett 6-23-2021
CLERK

SURVEYOR'S CERTIFICATE:

I, JUSTIN M. MOORE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR ODYSSEY ENGINEERING, INC., DO HEREBY CERTIFY THAT:

- 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY.
- 2) THE LANDS SURVEYED LIE WITHIN THE WEST 1/2 OF SECTION 16, T.15 N., R.20 E., M.D.M., AND THE SURVEY WAS COMPLETED ON APRIL 30, 2021.
- 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4) THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY FEBRUARY 1, 2022, AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.

JUSTIN M. MOORE, P.L.S.
NEVADA CERTIFICATE No. 22362



REFERENCES:

(R1) PRELIMINARY TITLE REPORT PREPARED BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. B223962-CT, COMMITMENT DATE: SEPTEMBER 7, 2020

(R2) ABANDONMENT OF PUBLIC RIGHT OF WAY, DOCUMENT NO. 499221, RECORDED OCTOBER 7, 2019, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R3) RECORD OF SURVEY NO. 2781, RECORDED OCTOBER 12, 2012, AS FILE NO. 427133, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R4) PARCEL MAP NO. 975, RECORDED JUNE 29, 1983, AS FILE NO. 19422, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R5) PARCEL MAP NO. 974, RECORDED JUNE 27, 1983, AS FILE NO. 19350, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R6) PARCEL MAP NO. 678, RECORDED AUGUST 21, 1978, AS FILE NO. 82033, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R7) PARCEL MAP NO. 548, RECORDED FEBRUARY 3 1977, AS FILE NO. 68249, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R8) PARCEL MAP NO. 2926, RECORDED OCTOBER 6, 2017, AS FILE NO. 479250, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R9) PARCEL MAP NO. 2943, RECORDED JUNE 12, 2018, AS FILE NO. 485886, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R10) RECORD OF SURVEY MAP NO. 2749, RECORDED AUGUST 11, 2010, AS FILE NO. 403435, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

PLANNING DIVISION CERTIFICATE:

THIS FINAL MAP HAS BEEN EXAMINED AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP APPROVED ON MARCH 16, 2017 AND AMENDED ON APRIL 18, 2019 BY THE BOARD OF SUPERVISORS AND ALL CONDITIONS IMPOSED UPON ITS APPROVAL HAVE BEEN SATISFIED. THE FINAL MAP SHOWN HEREON WAS REVIEWED BY THE COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION ON THE

17 DAY OF JUNE, 2021.

BY: Hope Sullivan, AICP JUNE 17, 2021
COMMUNITY DEVELOPMENT DIRECTOR

BOARD OF SUPERVISORS
APPROVAL JUNE 17, 2021
Hope Sullivan

RECORDER'S CERTIFICATE:

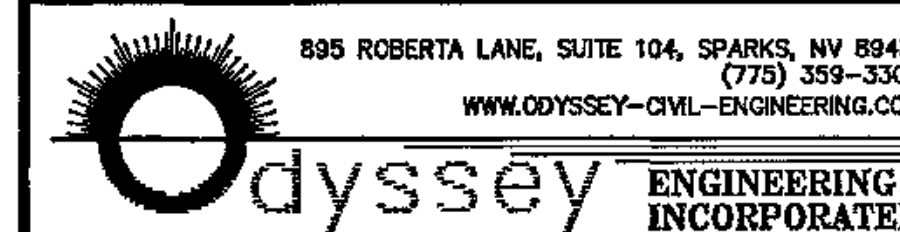
FILED FOR RECORD AT THE REQUEST OF ODYSSEY ENGINEERING, INC., ON THIS 24th DAY OF JUNE, 2021, AT 43 MINUTES PAST 9 O'CLOCK A.M., IN BOOK 11, PAGE 3014, THE OFFICIAL RECORDS OF CARSON CITY, NEVADA.

RECORDING FEE: 118.00 BY: Aubrey Rowlett
RECORDER
FILE NUMBER: 521829 BY: Amanda Foras
DEPUTY

FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-A
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL A1 AS SHOWN ON PARCEL MAP NO. 2926
SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

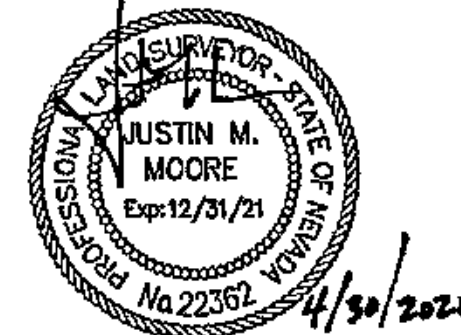
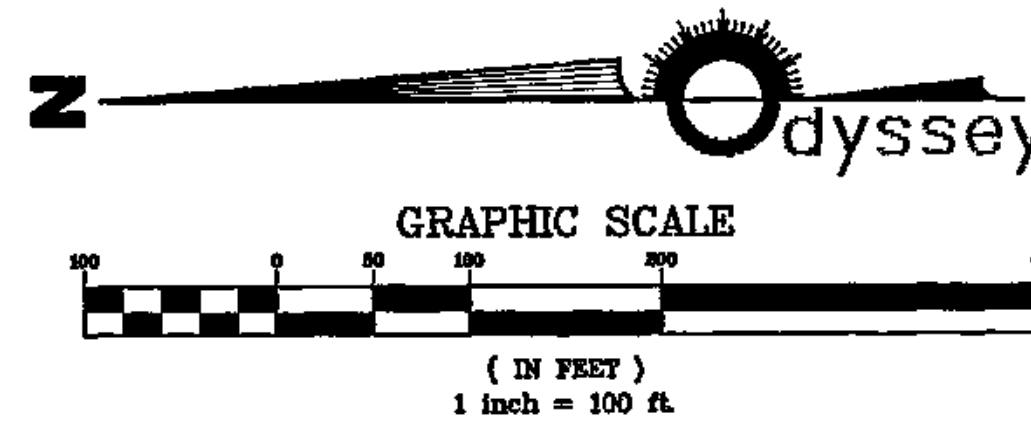


SHEET
1
OF
6

SUB-2020-0011

G:\3866 - LOMPA RANCH PM\DWG\FINAL MAP - PHASE 1\3866 TM PH-1.DWG

FND. 1 1/2" IRON PIPE
WITH TAG "RLS 2098"
N: 14738218.16
E: 2296482.46
(GROUND COORDINATE)



PARCEL E - P.M. 974
D & SL V, LLC.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94, CARSON CITY DATUM. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000200.

LINE & CURVE TABLES:

SEE SHEET 6 OF 6

LEGEND:

- SUBJECT BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - EASEMENT SIDELINE
- - - SURVEY TIE
- - - FEMA FLOOD DESIGNATION LINE
- - - RADIAL LINE
- - - GRAPHIC BORDER
- - - TEMPORARY EASEMENT PER THIS MAP
*SEE EASEMENT NOTES ON THIS SHEET.
- ▲ FOUND QUARTER CORNER AS NOTED
- ▲ FOUND CARSON CITY CONTROL POINT AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 5/8" REBAR AND CAP OR
NAIL WITH TAG, "PLS 22362"
- SF6 SINGLE FAMILY 6000 SQUARE FEET - ZONING
- P.M. PARCEL MAP
- (R) RADIAL BEARING
- (R#) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
- (M) MEASURED COURSE AND DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- C.A. COMMON AREA

ZONING:

- 1) CURRENT MASTER PLAN: MEDIUM DENSITY RESIDENTIAL.
- 2) CURRENT ZONING DISTRICT: "SINGLE FAMILY 6000 SQ. FT." (SF6).

FEMA NOTE:

SUBJECT PROPERTY IS SITUATE WITHIN FEMA FLOOD DESIGNATION'S "ZONE X", "ZONE AO", AND "ZONE AE" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP'S (FIRM) NUMBER'S:

3200010092G - EFFECTIVE DATE: DECEMBER 22, 2016
3200010111H - EFFECTIVE DATE: JUNE 20, 2019

(THE FLOOD DESIGNATION LINE'S SHOWN HEREIN IS APPROXIMATE BASED ON SAID FIRM MAP'S.)

G:\3866 - LOMPA RANCH PM\DWG\FINAL MAP - PHASE 1\3866 TM PH-1.DWG

FINAL MAP FOR BLACKSTONE RANCH PHASE 1-A OWNER OF RECORD RD LOMPA, LLC.

BEING PARCEL A1 AS SHOWN ON PARCEL MAP NO. 2926
SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

895 ROBERTA LANE, SUITE 104, SPARKS, NV 89431
(775) 359-3303
WWW.ODYSSEY-CIVIL-ENGINEERING.COM
ENGINEERING
INCORPORATED

SHEET

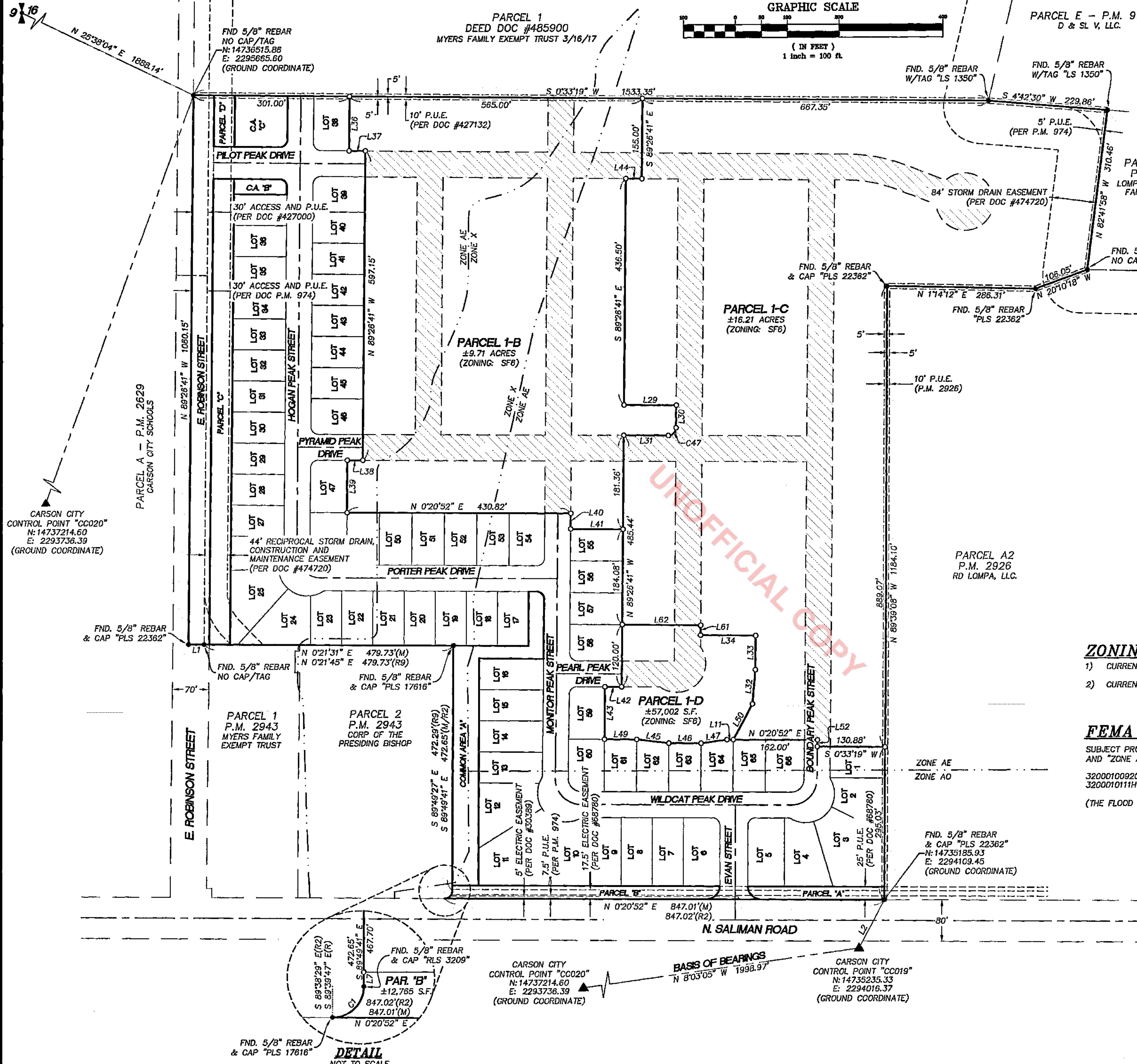
2

OF

6

3014-A

3014-A



DETAIL
NOT TO SCALE

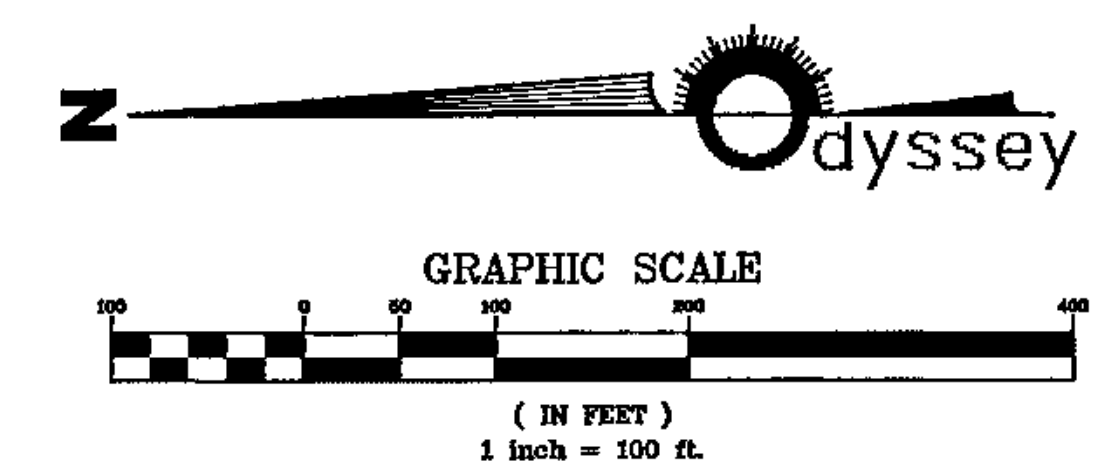
CARSON CITY
CONTROL POINT "CC020"
N: 14737214.60
E: 2293736.39
(GROUND COORDINATE)

BASIS OF BEARINGS
N 8°03'05" W 1998.97

CARSON CITY
CONTROL POINT "CC019"
N: 14735235.33
E: 2294016.37
(GROUND COORDINATE)

LEGEND:

- SUBJECT BOUNDARY LINE
 - ADJACENT BOUNDARY LINE
 - EASEMENT SIDELINE
 - CENTERLINE
 - SURVEY TIE
 - FEMA FLOOD DESIGNATION LINE
 - RADIAL LINE
 - GRAPHIC BORDER
 - TEMPORARY EASEMENT PER THIS MAP
*SEE EASEMENT NOTES ON THIS SHEET.
- FOUND QUARTER CORNER AS NOTED
 - FOUND CARSON CITY CONTROL POINT AS NOTED
 - FOUND PROPERTY CORNER AS NOTED
 - SET 5/8" REBAR AND CAP OR
NAIL WITH TAG, "PLS 22362"
 - SF6 SINGLE FAMILY 6000 SQUARE FEET - ZONING
 - P.M. PARCEL MAP
 - (R) RADIAL BEARING
 - (R#) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
 - (M) MEASURED COURSE AND DISTANCE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - C.A. COMMON AREA



BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94, CARSON CITY DATUM. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000200.

EASEMENT NOTE:

- 1) A TEMPORARY MAINTENANCE, ACCESS, AND PUBLIC UTILITY EASEMENT IS HEREBY GRANTED PER THIS MAP FOR THE BENEFIT OF CARSON CITY UTILITY DEPARTMENT, NV ENERGY, CHARTER COMMUNICATIONS, AT&T NEVADA, SOUTHWEST GAS CORPORATION, AND PARCELS 1-B AND 1-C AS SHOWN HEREIN.
- 2) THE TEMPORARY MAINTENANCE, ACCESS, AND PUBLIC UTILITY EASEMENT SHALL BE RELINQUISHED UPON FUTURE ACCEPTANCE OF ROADWAYS BY CARSON CITY FOR EACH PARCEL CREATED HEREIN.
- 3) TOTAL AREA OF TEMPORARY MAINTENANCE, ACCESS, AND PUBLIC UTILITY EASEMENT = ±6.31 ACRES.

LINE & CURVE TABLES:

SEE SHEET 6 OF 6

FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-A
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL A1 AS SHOWN ON PARCEL MAP NO. 2926

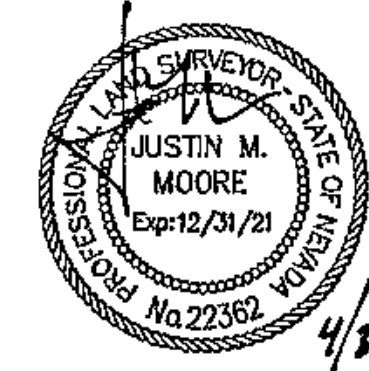
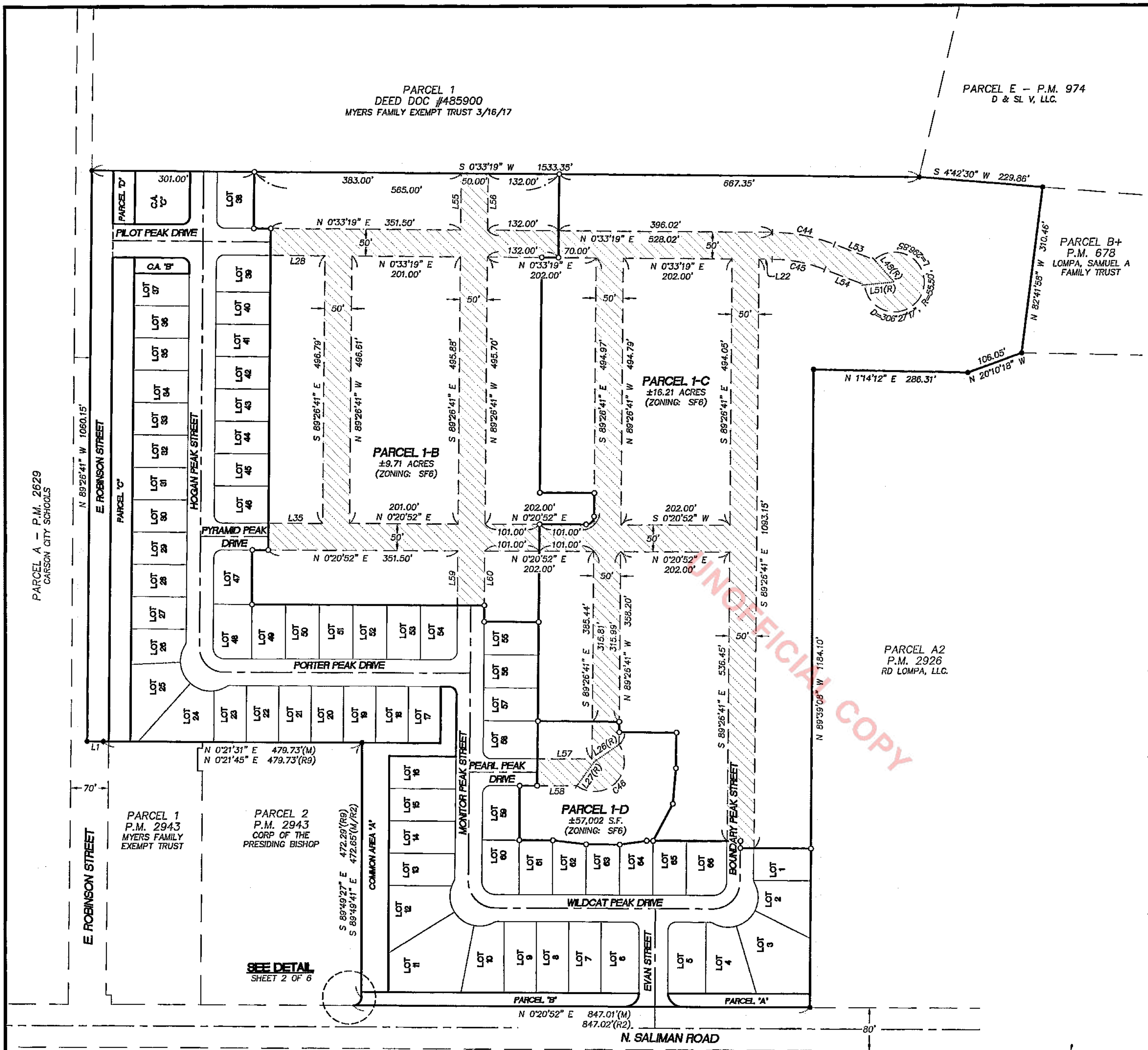
SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

895 ROBERTA LANE, SUITE 104, SPARKS, NV 89431
(775) 359-3303
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odyssey ENGINEERING INCORPORATED

SHEET	3
OF	6



G:\3866 - LOMPA RANCH PM\DWG\FINAL MAP - PHASE 1\3866 TM PH-1.DWG

304-5





PARCEL LINE TABLE			PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N 0°33'19" E	30.00'	L33	S 89°26'44" E	66.01'
L2	N 62°02'42" W	105.38'	L34	N 0°33'19" E	106.15'
L3	S 10°18'38" E	20.00'	L35	S 0°20'52" W	100.50'
L4	S 0°20'52" W	5.13'	L36	S 89°26'41" E	105.00'
L5	N 15°43'40" E	6.30'	L37	N 0°33'19" E	31.50'
L6	S 13°44'58" E	6.31'	L38	S 0°20'52" W	29.68'
L7	N 89°49'41" W	9.95'	L39	S 89°39'08" E	101.00'
L8	S 0°20'52" W	14.60'	L40	N 89°26'41" W	29.99'
L9	S 89°26'41" E	14.50'	L41	S 0°33'19" W	101.00'
L10	N 0°21'31" E	10.00'	L42	N 0°20'52" E	32.37'
L11	S 0°20'52" W	12.12'	L43	N 89°39'08" W	101.00'
L12	S 0°20'09" W	25.00'	L44	S 0°33'19" W	31.00'
L13	S 0°33'19" W	25.00'	L45	S 6°57'55" W	62.42'
L14	S 89°26'41" E	32.00'	L46	S 0°20'52" W	62.00'
L15	S 89°26'41" E	32.00'	L47	S 7°51'28" E	50.40'
L16	N 89°26'41" W	25.00'	L48	N 48°06'26" E	55.50'
L17	N 89°26'41" W	25.00'	L49	S 0°20'52" W	62.00'
L18	N 89°26'41" W	25.00'	L50	S 61°52'38" E	77.79'
L19	N 89°26'41" W	25.00'	L51	S 5°26'16" E	55.50'
L20	S 89°26'41" E	25.00'	L52	N 89°26'41" W	12.74'
L21	N 89°26'41" W	25.00'	L53	N 21°20'05" E	79.62'
L22	S 0°33'19" W	24.02'	L54	N 21°20'05" E	79.62'
L23	N 0°20'52" E	48.36'	L55	N 89°26'41" W	105.00'
L24	N 0°20'52" E	55.11'	L56	N 89°26'41" W	105.00'
L25	N 25°38'04" E	1888.14'	L57	S 0°20'52" W	101.00'
L26	S 34°54'13" E	55.50'	L58	N 0°20'52" E	73.76'
L27	S 54°11'36" E	55.50'	L59	S 89°26'41" E	101.00'
L28	N 0°33'19" E	100.50'	L60	N 89°26'41" W	101.00'
L29	N 0°33'19" E	101.00'	L61	S 89°26'41" E	19.26'
L30	N 89°26'41" W	43.52'	L62	N 0°33'19" E	151.00'
L31	S 0°20'52" W	86.05'	L63	S 6°57'55" W	62.42'
L32	S 84°59'03" E	66.19'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	23.61'	15.00'	90°09'54"
C2	9.77'	20.00'	27°59'48"
C3	3.79'	20.00'	10°51'57"
C4	5.98'	20.00'	17°07'51"
C5	52.45'	55.50'	54°09'03"
C6	45.47'	55.50'	46°56'22"
C7	43.29'	55.50'	44°41'45"
C8	9.77'	20.00'	27°59'48"
C9	23.61'	15.00'	90°11'12"
C10	32.48'	25.00'	74°26'00"
C11	0.70'	25.00'	1°35'36"
C12	31.78'	25.00'	72°50'25"
C13	33.20'	25.00'	76°05'22"
C14	32.34'	25.00'	74°06'27"
C15	0.86'	25.00'	1°58'55"
C16	23.51'	15.00'	89°48'48"
C17	39.18'	25.00'	89°47'33"
C18	39.36'	25.00'	90°12'27"
C19	9.71'	20.00'	27°49'50"
C20	37.35'	55.50'	38°33'44"
C21	45.47'	55.50'	46°56'22"
C22	50.47'	55.50'	52°08'15"
C23	8.00'	55.50'	8°15'47"
C24	9.71'	20.00'	27°49'50"
C25	23.51'	15.00'	89°47'33"
C26	23.62'	15.00'	90°12'27"
C27	23.51'	15.00'	89°47'33"
C28	23.62'	15.00'	90°12'27"
C29	31.49'	20.00'	90°12'27"
C30	8.17'	15.00'	31°12'40"

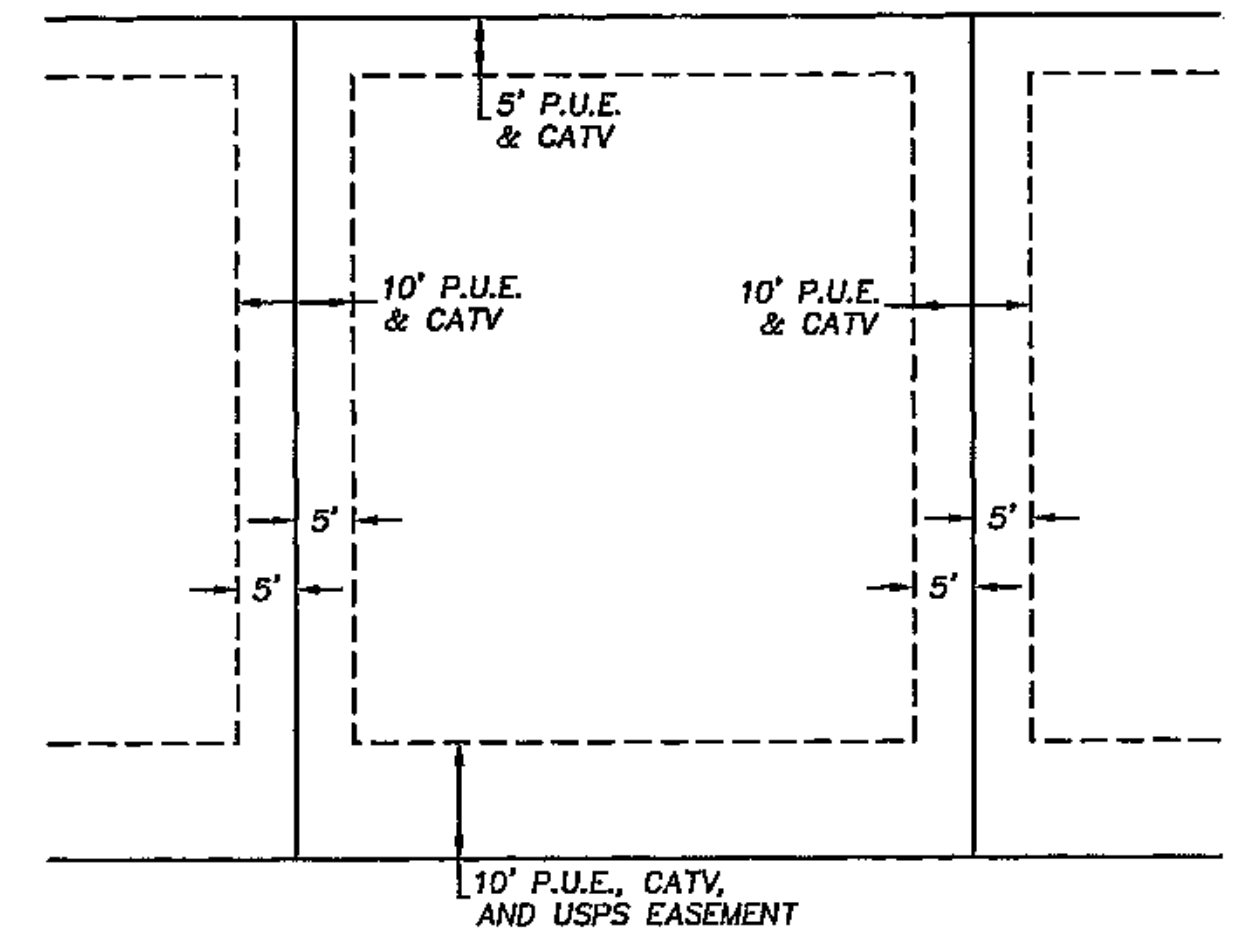
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C31	23.32'	55.50'	24°04'48"
C32	47.22'	55.50'	48°45'08"
C33	44.33'	55.50'	45°45'49"
C34	32.97'	55.50'	34°02'03"
C35	8.17'	15.00'	31°12'40"
C36	23.51'	15.00'	89°47'33"
C37	23.62'	15.00'	90°12'27"
C38	23.56'	15.00'	90°00'00"
C39	23.56'	15.00'	90°00'00"
C40	23.56'	15.00'	90°00'00"
C41	23.56'	15.00'	90°00'00"
C42	7.09'	25.00'	16°15'38"
C43	7.09'	25.00'	16°15'37"
C44	117.87'	325.00'	20°46'46"
C45	99.73'	275.00'	20°46'46"
C46	155.67'	55.50'	160°42'37"
C47	23.51'	15.00'	89°47'33"

LOT TABULATIONS:

RESIDENTIAL LOTS: 66
COMMON AREAS: 3
DRAINAGE PARCELS: 4
REMAINDER PARCELS: 3
TOTAL: 76

AREA TABULATIONS:

LOTS: ±10.82 ACRES
RIGHT OF WAY: ± 4.77 ACRES
PARCEL 1-B: ± 9.71 ACRES
PARCEL 1-C: ±16.21 ACRES
PARCEL 1-D: ±57,002 SQUARE FEET
COMMON AREAS: ±42,256 SQUARE FEET
PARCEL'S A-D: ±59,114 SQUARE FEET
TOTAL AREA: ±45.16 ACRES

**TYPICAL LOT EASEMENT DETAIL**

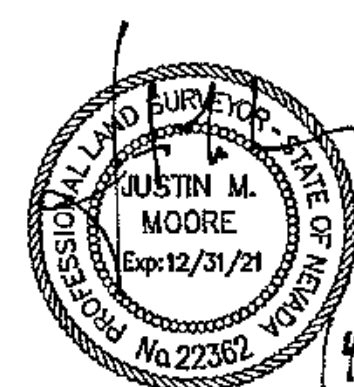
NOT TO SCALE

LEGEND:

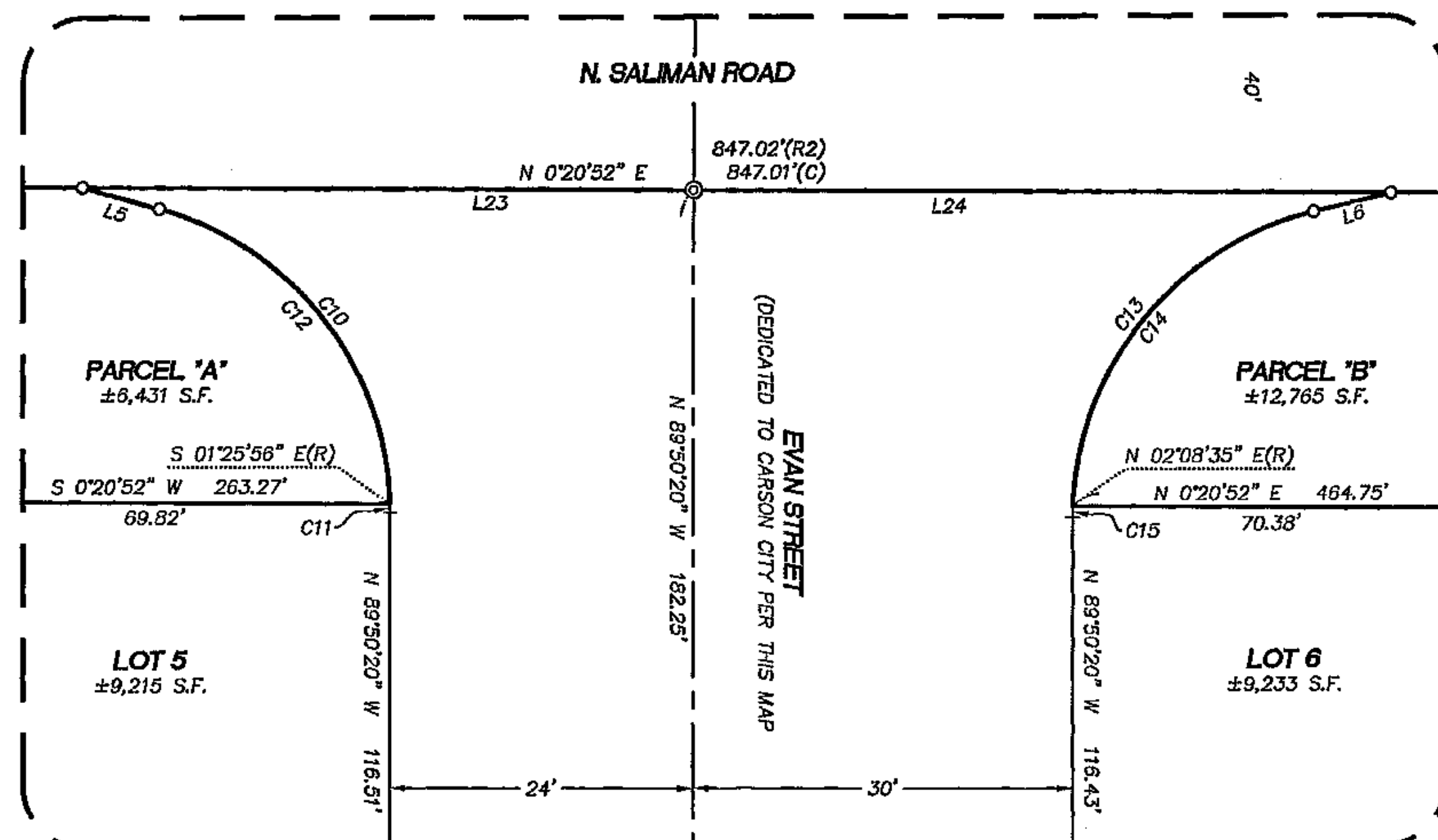
- SUBJECT BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - EASEMENT SIDELINE
- CENTERLINE
- SURVEY TIE
- - - FEMA FLOOD DESIGNATION LINE
- RADIAL LINE
- GRAPHIC BORDER
- TEMPORARY EASEMENT PER THIS MAP *SEE EASEMENT NOTES ON THIS SHEET.
- FOUND QUARTER CORNER AS NOTED
- ▲ FOUND CARSON CITY CONTROL POINT AS NOTED
- ◎ SET CENTERLINE MONUMENT IN WELL STAMPED "PLS 22362"
- FOUND PROPERTY CORNER AS NOTED
- ⊥ OR ○ SET 5/8" REBAR AND CAP OR NAIL WITH TAG, "PLS 22362"
- DIMENSION POINT (NOTHING FOUND OR SET)
- SF6 SINGLE FAMILY 6000 SQUARE FEET - ZONING
- P.M. PARCEL MAP
- (R) RADIAL BEARING
- (R#) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
- (M) MEASURED COURSE AND DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET
- C.A. COMMON AREA
- CATV CABLE TELEVISION
- USPS UNITED STATES POSTAL SERVICE
- STREET BREAK FOR ADDRESS ASSIGNMENT

GENERAL NOTES:

- TOTAL AREA: 45.16 ACRES (AREA TABULATIONS ON SHEET 6 HEREIN)
- THERE ARE NO WELLS OR SEPTIC TANKS ON THIS SITE.
- ALL LOTS ARE REQUIRED TO HOOK-UP TO CITY WATER AND SEWER SYSTEM.
- ALL DEVELOPMENT SHALL BE IN ACCORD WITH TENTATIVE MAP TSM-17-005 AND ITS ASSOCIATED CONDITIONS OF APPROVAL.
- A DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT IS HEREBY GRANTED ENTIRELY WITHIN COMMON AREA'S A, B, & C, AND PARCEL'S A, B, C, & D. SAID DRAINAGE EASEMENT IS GRANTED TO THE CARSON CITY PUBLIC WORKS DEPARTMENT ("THE DEPARTMENT"), AND SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION OR THE DEPARTMENT AT THE DEPARTMENT'S ELECTION FROM TIME TO TIME.
- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT AND THE RIGHT TO EXIST THAT LOT WITH SAID UTILITY SERVICE FACILITIES FOR THE PURPOSE OF SERVING OTHER LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.
- ALL PUBLIC UTILITY EASEMENTS GRANTED HEREON SHALL INCLUDE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES.
- THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
- UPON DEVELOPMENT, ALL LOTS WILL BE REQUIRED TO INSTALL WATER AND SANITARY SEWER LATERALS OF SUFFICIENT SIZE TO SERVE EACH LOT, INCLUDING ANY OVERSIZING REQUIRED PER THE PROVISIONS OF CMC 12.01 AND 12.05.
- RIGHT OF WAY TO BE OFFERED FOR DEDICATION TO CARSON CITY WITH THIS FINAL MAP ARE: EVAN STREET, WILDCAT PEAK DRIVE, BOUNDARY PEAK STREET, MONITOR PEAK STREET, PEARL PEAK DRIVE, PORTER PEAK DRIVE, HOGAN PEAK STREET, PYRAMID PEAK DRIVE, PILOT PEAK DRIVE, AND EAST ROBINSON STREET (±4.77 ACRES).
- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

**DETAIL "A"**

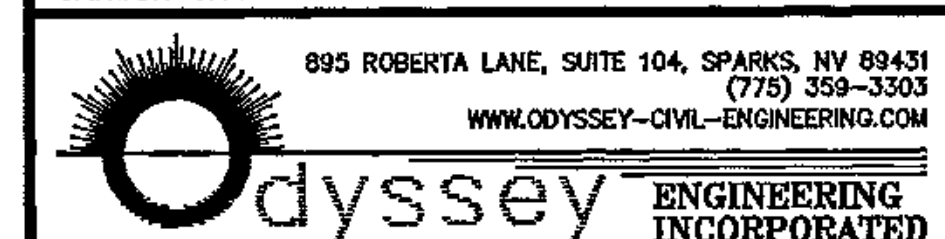
SCALE: 1"=10'



FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-A
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL A1 AS SHOWN ON PARCEL MAP NO. 2926
SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16,
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

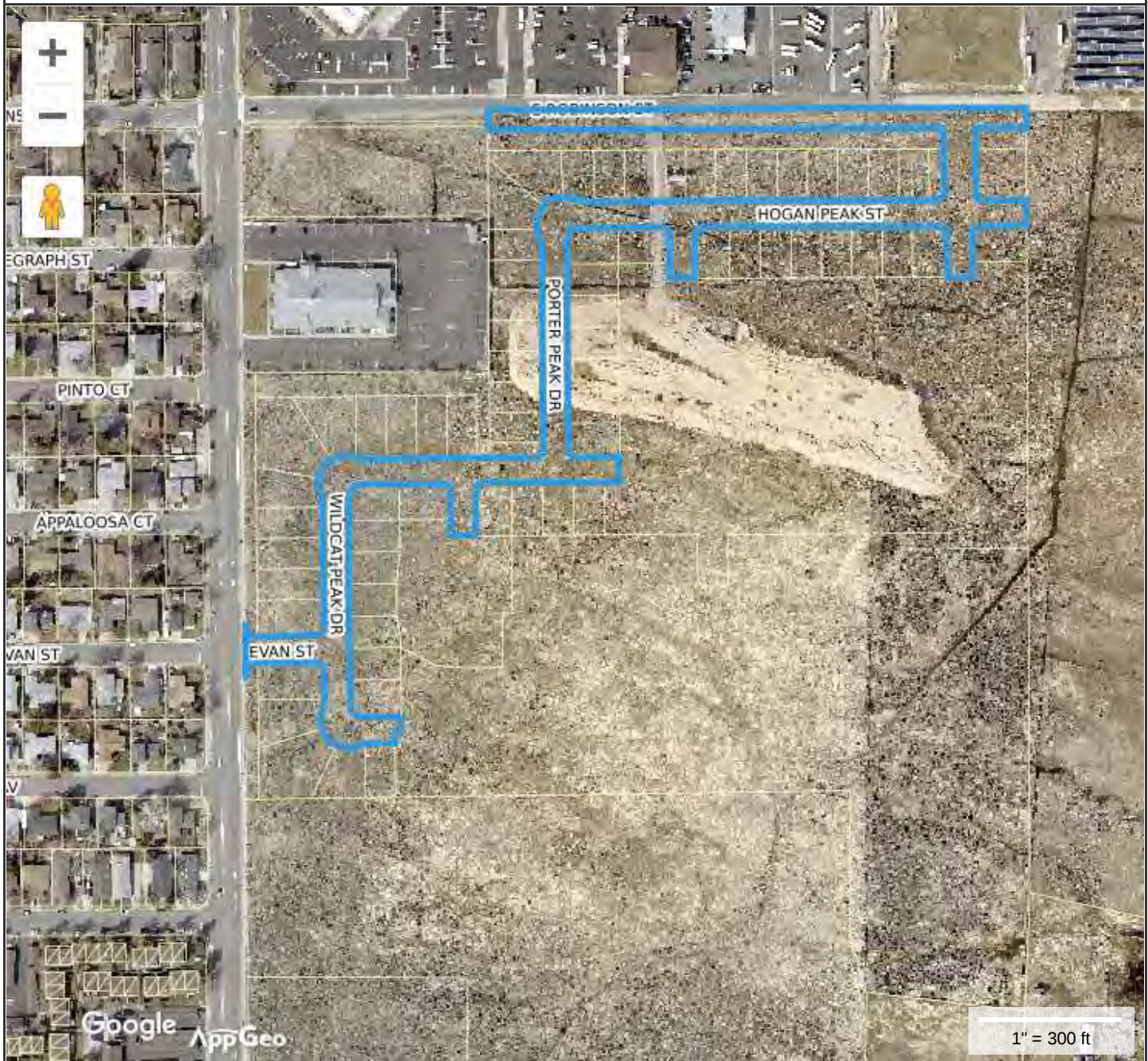


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SHEET
6
OF
6

G:\3886 - LOMPA RANCH PM\DWG\FINAL MAP - PHASE 1\3886 TM PH-1.DWG

Blackstone Ranch Phase 1-A

**Property Information**

Property ID 00440837
Location HOGAN PEAK ST
Owner RD LOMPA LLC
Acres 4.77



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018

Print map scale is approximate.
 Critical layout or measurement
 activities should not be done using
 this resource.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 4, 2021

Staff Contact: Gregg Berggren, Trails Coordinator, and Nick Wentworth, Parks Maintenance Coordinator

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to submit a nomination to the Bureau of Land Management's ("BLM") Southern Nevada Public Land Management Act of 1998 ("SNPLMA") Round 19 grant program in the amount of \$2,310,000 for the Carson River Trails Phase IV - Riverview Trailhead Renovation, and authorization for the Director of the Carson City Parks, Recreation and Open Space Department ("Director") to sign the nomination and all documents related to the nomination on behalf of the City. (Gregg Berggren, gberggren@carson.org and Nick Wentworth, nwentworth@carson.org)

Staff Summary: The BLM is accepting nominations for Round 19 of the SNPLMA grant fund. Staff is proposing to submit a nomination under SNPLMA's Parks, Trails and Natural Areas category for the Carson River Trails Phase IV - Riverview Trailhead Renovation. Nominations are due on November 5, 2021. No City match is required in the SNPLMA grant program.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to authorize submission of the grant nomination as presented and to authorize the Director to sign all necessary documents.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

The BLM is accepting Round 19 nominations for projects authorized by the SNPLMA, in the following categories: Parks, Trails, and Natural Areas ("PTNA"), Capital Improvements ("CIP"), Conservation Initiatives ("CI"), Environmentally Sensitive Land Acquisitions, Hazardous Fuels Reduction and Wildfire Prevention ("Fuels"), Eastern Nevada Landscape Restoration Project ("ENLRP") and Clark County Multi-Species Habitat Conservation Plan and Implementation ("MSHCP").

All nominations must be submitted during a 60-day period, beginning Tuesday, September 7, 2021 and ending Friday, November 5, 2021. Carson City is eligible under two categories, the PTNA and Fuels. Entities can submit a maximum of three nominations per category. The Carson City Parks, Recreation & Open Space Department has the following project proposals for discussion, which would be submitted under the PTNA category.

Carson River Trails Phase IV – Riverview Trailhead Renovation:

The Phase IV proposal will seek to completely renovate the parking area at 603 Marsh Road, which is at the end of 5th Street adjacent to Riverview Park and the Korean War Veteran’s Memorial Park. Previous SNPLMA grants funded phases I and II of the project and included construction of the Eagle Creek Bridge and the addition of 4.5 miles of trail. These projects resulted in the current system of 14 miles of accessible multi-use trails throughout nearly 5,000 acres of parks and Open Space in the Carson River/Prison Hill area. Phase III, for which a previous SNPLMA nomination was submitted in 2020 and was awarded in 2021, will include improvements to the Koontz Lane trailhead and construction of an additional 2 miles of accessible trail in the Carson River/Prison Hill Trail System.

The Korean War Veteran’s Memorial Park is one of the most popular parking locations for access to this system of trails that are accessible to everyone including families and persons with disabilities. The existing parking area is limited to about 25 vehicles, which is insufficient for current usage and it is not uncommon to see cars parked along neighborhood streets. Additionally, the parking lot, facilities, and other infrastructure at this location are old, unattractive, high-maintenance, and in need of replacement.

This proposed project will essentially replace the existing parking area and infrastructure with an entirely new and attractive trailhead to include paved parking for about 50 vehicles plus five ADA spaces, a new ADA compliant restroom with flush toilets, ADA compliant covered picnic tables, low-maintenance landscaping, attractive fencing, new signage to include a trailhead kiosk sign, wayfinding signs, and educational/interpretive signs, and enhancements around existing historic ranch structures that would highlight their significance while simultaneously preserving and protecting them. The Korean War Veterans Memorial itself will remain unchanged, but some enhancements will be made to improve accessibility to the memorial.

ATTACHMENT 1 - Engineer's Estimate

ATTACHMENT 2 - Pages from initial BLM/SNPLMA grant consultation

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: Matching funds are not required for this grant source.

Alternatives

Direct staff not to submit a nomination to the SNPLMA Round 19 grant program and/or provide alternative direction.

Attachments:

[ATTACHMENTS.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Carson City Riverview Park - Estimate of Costs

Project: Carson City Riverview Park and Korean War Mem.
 Location: Carson City, NV
 Client: City of Carson City

Date: 20-Oct-21
 Project #:
 Generated by: Design Workshop

PAY ITEM	Description	Quantity	Unit	Unit Price	Extended Total Amount
1	Mobilization/Demob, Bonding, Insurance	1	LS	\$110,000	\$110,000
2	Temporary Fencing, Erosion Controls, Fencing	1	LS	\$50,000	\$50,000
3	Site Demolition	1	LS	\$180,000	\$180,000
4	Earthwork, Site Work Grading	1	LS	\$85,000	\$85,000
5	Utility Relocation and Connections	1	LS	\$120,000	\$120,000
6	Restroom	1	LS	\$320,000	\$320,000
7	Shade Structure Shelter	1	LS	\$120,000	\$120,000
8	Picnic Tables	4	EA	\$2,000	\$8,000
9	Trash Receptacles	6	EA	\$600	\$3,600
10	Benches	12	EA	\$1,200	\$14,400
11	Irrigation	1	LS	\$25,000	\$25,000
12	Landscape Planting	1	LS	\$65,000	\$65,000
13	DG Landscape Mulch	12,000	SF	\$3	\$36,000
14	Signage	1	LS	\$25,000	\$25,000
15	Fencing	650	LF	\$50	\$32,500
16	Korean War Memorial Access and Enhancement	1	LS	\$40,000	\$40,000
17	Paving - Pedestrian Concrete	7,600	SF	\$25	\$190,000
18	Paving - Concrete Unit Pavers	7,600	SF	\$30	\$228,000
19	Paving - Vehicular Asphalt	10,000	SF	\$25	\$250,000
20	Curb and Gutter	500	LF	\$45	\$22,500
	Subtotal				\$1,925,000
	12% Preconstruction Engineering & Design				\$231,000
	8% Project Management & Permits				\$154,000
	GRAND TOTAL				\$2,310,000

**Carson City
Parks, Recreation & Open Space Department**

**SNPLMA Round 19
Parks, Trails and Natural Areas**

**Carson River Trail System, Phase IV –
Riverview Trailhead Renovation**

Scope

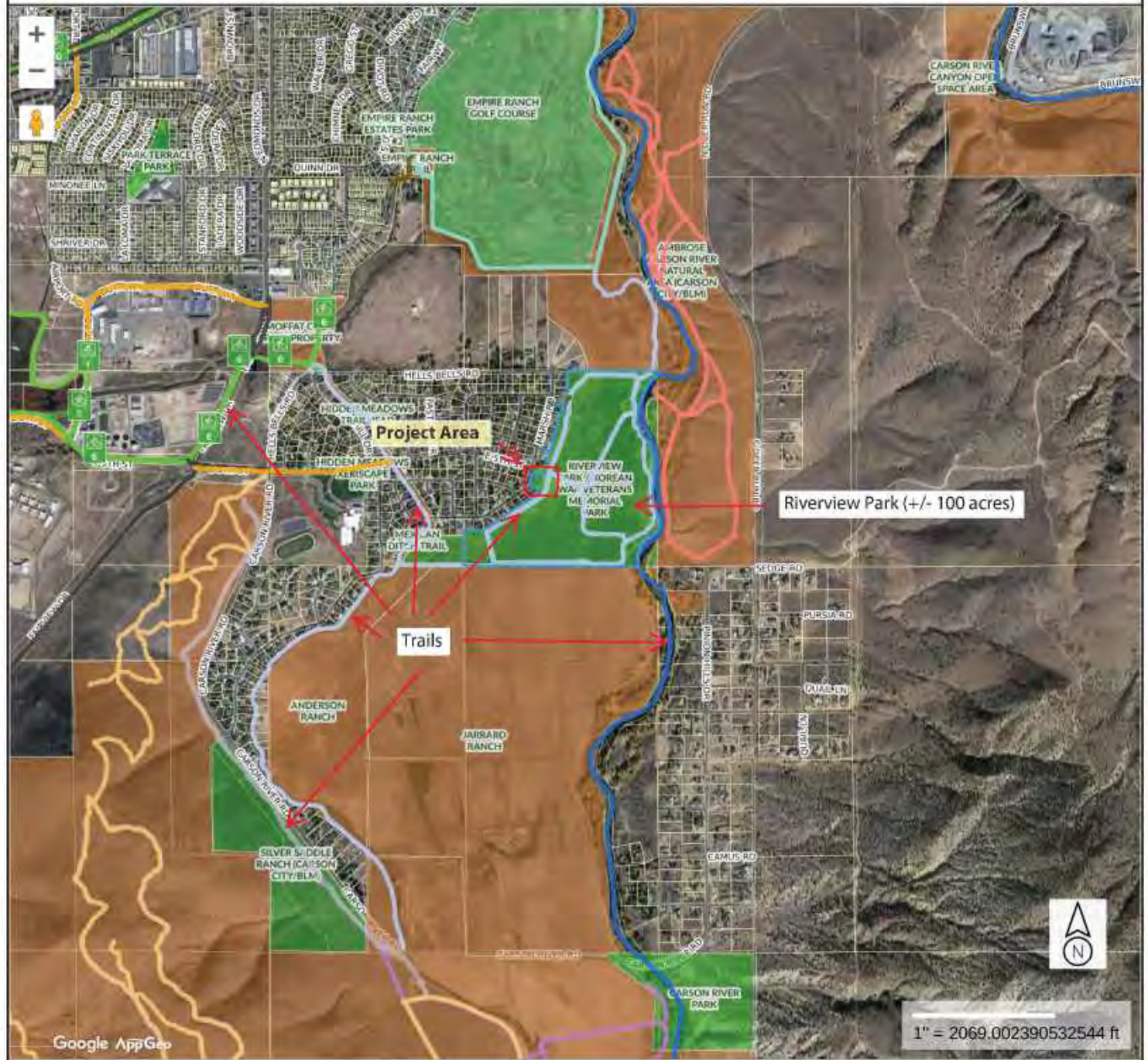
A parking area at Carson City’s Korean War Veteran’s Memorial on the east side of Riverview Park is one of the most popular locations for residents to access the Carson River Trail System. The Carson River Trail System consists of about fourteen miles of non-motorized multi-use pathways which connect neighborhoods to almost 5000 acres of parks and open space lands, and even more miles of single-track trails, in the Carson River area. However, current parking at this location is limited to about 25 vehicles which is insufficient, and it is not uncommon on weekends to see cars parked along neighborhood streets. Additionally, the parking lot, facilities, and other infrastructure at this location are old, unattractive, high-maintenance, and in need of replacement.

Our Round 19 proposal for this project is to re-create this entire location into an attractive trailhead with paved parking for about 50 vehicles plus five ADA spaces, a new restroom with flush toilets, covered picnic tables, low-maintenance landscaping, attractive fencing, accommodations for enhanced accessibility for persons with disabilities, new signage to include a trailhead kiosk sign, wayfinding signs, and educational/interpretive signs, and enhancements around existing historic structures that would highlight their significance while simultaneously preserving and protecting them.

Location

603 Marsh Road, Carson City, NV 89701
Section 14, T15N, R20E
APN 010-021-43 (± 100 acres owned by Carson City)
Lat. 39.160536, Lon. -119.711035

Project Location and Trail Access

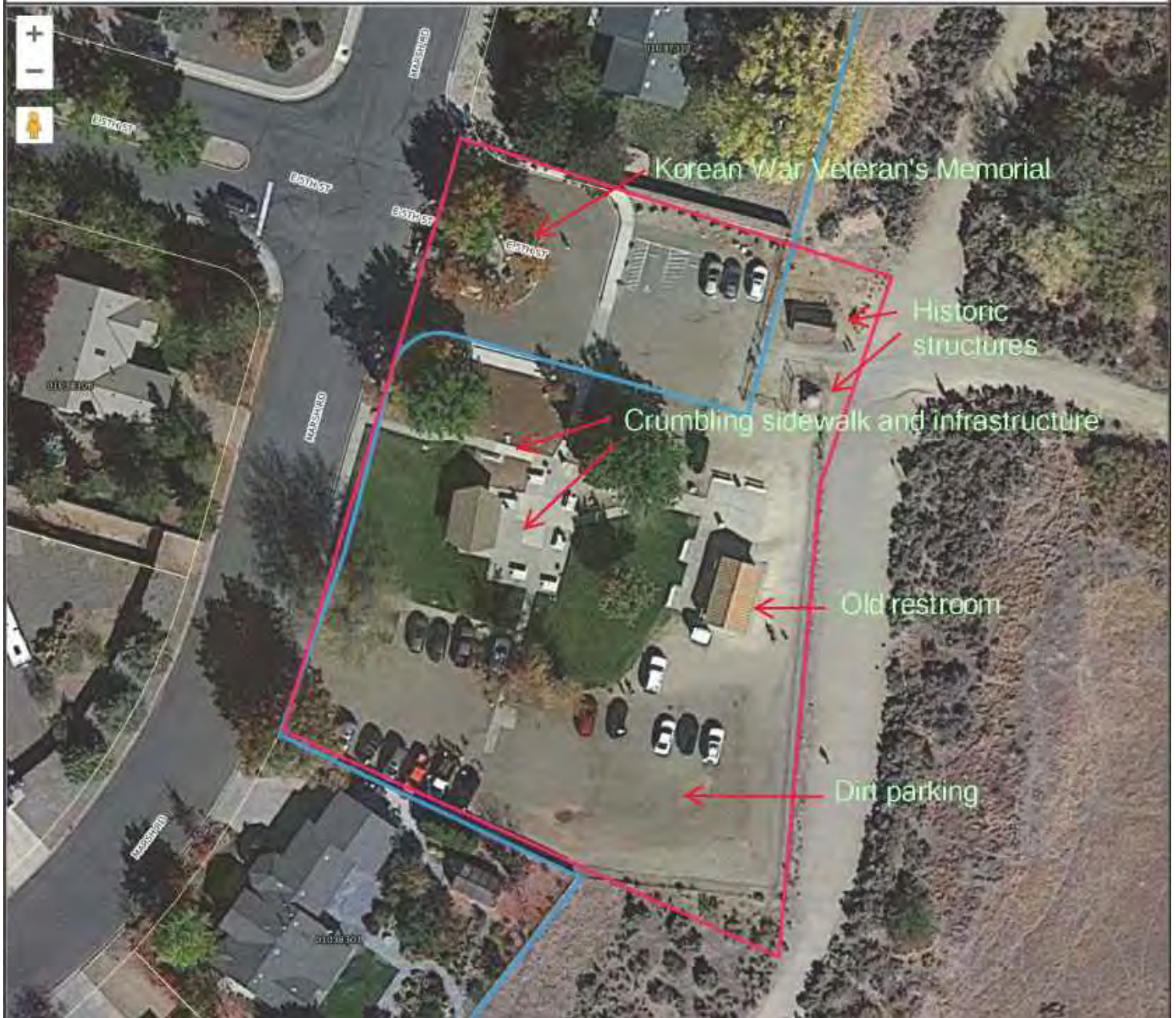


Aerial view of project site

Carson City , NV

September 10, 2021

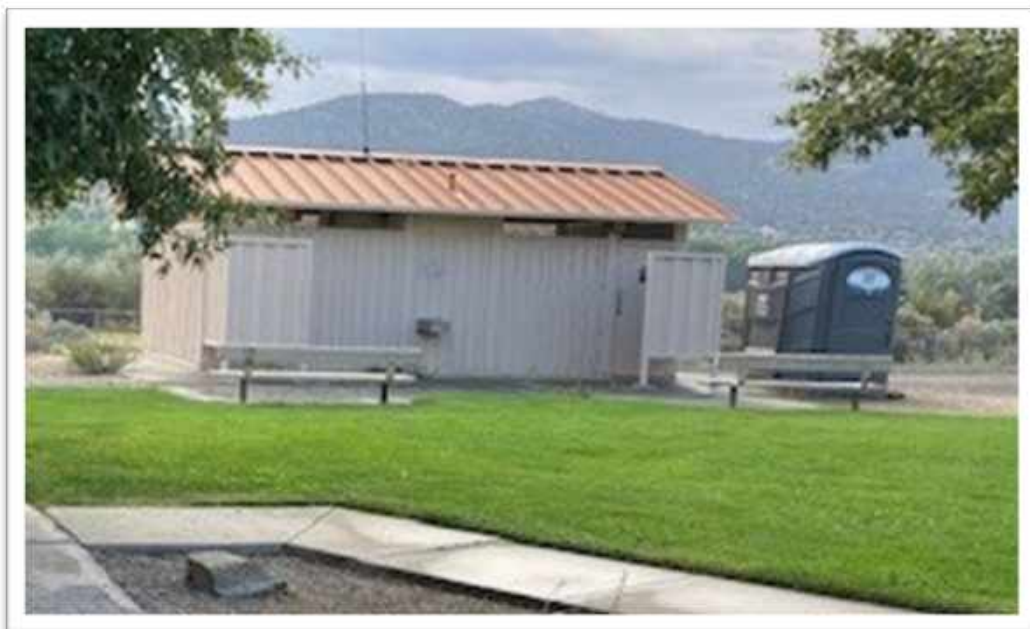
Aerial View - Riverview Trailhead Project Site



Photos



Historic ranch structures to be preserved and highlighted.



Existing toilet to be replaced.



Crumbling sidewalk.

SNPLMA ROUND 19 NOMINATION PACKAGE REQUIREMENTS FOR PARKS, TRAILS, AND NATURAL AREAS

Nomination period duration is 60 days, beginning Tuesday, September 7, 2021, and ending Friday, November 5, 2021. Nomination packages must be received by close of business, 4:30 p.m. Pacific Time on November 5, 2021. Late or incomplete submissions cannot be considered.

Please read all instructions and requirements carefully. Nominations which do not fully comply with these instructions, requirements, and due dates will be deemed incomplete and will not be accepted.

The following sections of this document include information on eligibility, limitations, general formatting, content, category specific requirements, and a template for writing the nomination proposal.

Questions concerning this category contact: Michelle Leiber, SNPLMA PTNA Program Manager, mleiber@blm.gov or 702-515-5168.

I. ELIGIBILITY REQUIREMENTS AND NOMINATION LIMITATIONS

The Southern Nevada Public Land Management Act of 1998 (SNPLMA), Section 4(e)(3)(A)(iv) allows for funds from the special account to be expended for...development of parks, trails, and natural areas in Clark, Lincoln, and White Pine Counties in Nevada; and in Carson City, Nevada at locations adjacent to or within the 100-year FEMA Floodplain of the Carson River, pursuant to a cooperative agreement with units of local government or regional governmental entities.

Eligibility for the Parks, Trails, and Natural Areas (PTNA) category is limited to the units of local government and regional governmental entities named in the Act which are: Clark County, City of Las Vegas, City of North Las Vegas, City of Henderson, Lincoln County, White Pine County, Carson City (with limitations noted above), as well as the Southern Nevada Water Authority, Clark County Regional Flood Control District, and Clark County Water Reclamation District. Eligible counties may nominate projects for those unincorporated or incorporated municipalities not named in the Act but are within the county's jurisdiction. The county is responsible for carrying out the project, managing the project funds, and long-term operations and maintenance, including perpetuity of the project accomplishments.

Nominations are limited to three submissions per entity per category.

Entities are to limit nominations to the best value option for a viable project. That is, nominations are to be cost effective while maintaining the quality and scope for not more than one project or phase. Nominating entities shall also ensure that the projected cost estimates are as accurate as possible.

Nominations may not identify federal agencies as recipients of any subaward resulting from the

proposed project.

A. Eligible entities may nominate acquisition of land or rights in land

Nominations may be submitted for acquisition of land or rights in land (i.e., water right, easement) if such real property acquisition is necessary to develop parks, trails, and natural areas. The nomination must include an “owner statement” indicating that the owner is a willing seller. The approved project or intended new project for which the real property is to be acquired must be identified in the nomination. If the land or rights in land is for a new PTNA project not yet approved, the entity must provide sufficient information within the nomination on the nature and scope of the new project to justify the need for the real property acquisition nomination.

If the real property acquisition nomination is approved by the Secretary for development of a new PTNA project, the entity must either follow-up with a nomination for the new project described in the approved real property acquisition nomination or provide evidence that the project was funded and constructed using another funding source(s).

*Contact the SNPLMA PTNA Program Manager for details on nominating acquisitions. *

B. Perpetual Ownership and Management of SNPLMA Funded PTNA Projects

Nominating entities must own, or legally control the land where the project is proposed for SNPLMA funding; and must also own and maintain in perpetuity any facilities, trails, or other features which are constructed using SNPLMA funds. This requirement does not prohibit entities from entering into agreements with third parties to perform necessary and appropriate upkeep of SNPLMA funded projects. Such agreements, however, cannot sell, give, or otherwise transfer ownership of the SNPLMA-funded project or project elements to a third party, nor can such agreements abdicate the entity’s responsibility for such maintenance.

Entities may not nominate projects on land owned and controlled by the State of Nevada.

Projects proposed on land within the eligible jurisdiction that is leased from the State of Nevada may be eligible if the lease is a long-term instrument that provides adequate rights and control over the state land on which the project would be constructed. Any such proposal must include a full explanation of the lease terms and conditions and will be evaluated on a case-by-case basis before the nomination is accepted.

The deed for land acquired with SNPLMA funds must contain a non-revocable restrictive covenant satisfactory to the BLM and the Department of the Interior (DOI) Regional Solicitor that requires the local or regional entity to utilize the land for the intended purpose in perpetuity.

The requirement for a restrictive covenant does not apply to small, incidental right-of-way or easement acquisitions that is needed to complete an alignment, provide access, or install signage for trail projects. Local/regional governmental entities are also required to maintain ownership for the intended purpose of other rights in land even though use of a restrictive

covenant to that effect may not be practical.

C. Limitation on construction of buildings

PTNA projects are intended to fund outdoor projects whereas due to the nature of the project requires incidental building construction (e.g., restrooms, maintenance sheds, picnic shelters, shade structures, small visitor greeting areas). Funding may also be provided, in whole or in part, for projects which include, or where the primary purpose is, more significant buildings such as a visitor center when the proposed building is deemed an integral part of a larger PTNA project and critical to accomplishing the purpose of that larger project. Generally, this is limited to indoor public areas and displays versus office space or space for commercial enterprises such as gift shops or snack bars.

Capital improvement-type projects are not eligible where the primary goal is construction, renovation, or expansion of buildings (e.g., museums, schools, office or administrative buildings, auditoriums).

D. Limitation on the construction of roads

Stand-alone road improvement projects or projects that include development of primary streets are not eligible. Projects which include required half-street road improvements along the boundary of a PTNA project are allowed, but such half-street improvement work would be limited to 10 percent of the total project nomination cost. Other road improvements would be limited to minor connections to parking lots and internal roads if the development is minimal in nature and required for immediate access within the project site.

E. Limitation on “cultural or historic” properties

PTNA projects that include work to restore and stabilize a cultural or historic property would be considered. Such property means a district, site, building, structure, or object significant in American history, architecture, engineering, archeology, or culture at the national, state, or local level. In many instances, inclusion or eligibility for the National Register of Historic Places would be sufficient to consider a property as cultural or historic. However, a proposal may not include work to repurpose or repair a cultural or historic property for other uses.

F. The purpose of nominations should not be to correct critical health and safety issues

Urgent health and/or safety issues are the responsibility of the managing entity, should be corrected in a timely fashion, and are not an appropriate expenditure of SNPLMA funds.

G. Projects may not include routine maintenance or deferred maintenance

Maintenance which is routine or scheduled maintenance that was not performed does not qualify as a project. This rule does not prohibit projects (1) where the facility has exceeded its useful life, does not meet current Americans with Disability Act (ADA) accessibility standards, or deferred maintenance costs would exceed the cost of replacement or reconstruction; or (2) where planned use or visitation exceeds expectations necessitating replacement or reconstruction of the facility prior to expiration of its useful life and increased deferred maintenance costs exceed the cost of replacement or reconstruction.

H. Limitation on planning, environmental compliance, and preconstruction engineering/design

Nominations may not exceed the 27 percent cap of the project costs associated with “planning, environmental compliance, and preconstruction engineering and/or design” unless pre-authorized by the SNPLMA Executive Committee (EC) in the nomination prior to Secretarial approval, or pre-approved as a waiver of the business rules by the EC. If an entity anticipates a nomination may exceed the cap on these expenses, the issue should be addressed in the nomination clearly explaining the factors expected for exceeding the cap.

I. BLM and Other Agency Consultation

Prior to submitting nomination(s), entities shall consult with the respective local BLM office and applicable agencies regarding impacts of proposed projects on federal land and resources as well as any application approvals from the agency that would be required. Nominations must address whether proposed projects will have an environmental effect or other impact on federal land or sensitive resources (e.g., cultural, biological), and if any land use applications or approvals are required.

1. Section 106 of the National Historic Preservation Act (NHPA):

Consistent with 2 CFR 200.62, non-Federal entities who become recipients of federal awards such as SNPLMA-funded PTNA projects must provide *reasonable assurance* regarding the achievement of demonstrating compliance with Section 106 of the NHPA. Compliance will be through the BLM State Protocol Agreement or regulations at 36 CFR 800.2(c)(4). If surveys, site evaluations, and mitigation measures on non-Federal lands are required, the entity will need to complete cultural surveys of the site and coordinate the data through the BLM to initiate consultation with the State Historic Preservation Office. Implementation of the approved project cannot begin until the SNPLMA PTNA Program Manager confirms that the proposed project has completed the Section 106 compliance requirements. Hence, this federal consultation will provide nominating entities the opportunity to coordinate early with the BLM to discuss their proposal to better prepare cost estimates that include costs for potential Section 106 compliance.

*Nominations that fail to meet this federal agency consultation requirement will be rejected. *

2. BLM consultation is scheduled as indicated below; and eligible entities have been notified:

- a. BLM Carson City District Office (Carson City): September 21, 2021
- b. BLM Southern Nevada District Office (Clark County): September 22, 2021
- c. BLM Ely District Office (Lincoln/White Pine Counties): September 23, 2021

3. Entities who intend on submitting nomination(s) will need to provide project information (handouts, shapefile, and land status maps) covering below items 4.a through 4.e and be prepared to discuss the project with the respective local BLM office during the scheduled consultation. Prior to the consultation, the entity will send the project information by email to the SNPLMA PTNA Program Manager by 4:30 p.m. Pacific Time on September

10, 2021:

- a. Scope, objective, and location (include County parcel number and legal description);
 - b. Describe impacts or potential encroachment the project may have on federal resources;
 - c. Describe cultural resources that may be impacted, and any known cultural inventory within or adjacent to the proposed project area;
 - d. Describe any previous or future federal involvement regarding the proposed project or project site, including pending or complete Recreation and Public Purpose Act leases or patents, rights-of-way, conveyances/sales. Provide project reference number(s) such as agency case file serial numbers; and
 - e. Describe the percent of the total project cost being requested for SNPLMA funding.
4. Federal Agency Consultation Letter:
- a. BLM staff may request additional information and consult with other federal agencies to fully evaluate and consider the proposed project.
 - b. Once consultation is complete, the agency will prepare a written response on agency letterhead to the nominating entity (cc: SNPLMA PTNA Program Manager). The BLM consultation response letter must be included in the project nomination. The response letter will articulate follow-up items, evaluation of the proposed project impact on federal land and/or resources, whether compliance with the National Environmental Policy Act (NEPA) is required, and Section 106 compliance anticipated (e.g., cultural surveys).
 - c. Nominators should also seek to coordinate with any adjacent local/state entities that may be impacted by the proposed project prior to submitting their nomination. In these cases, letters of concurrence/support from other entities should be submitted with the nomination.

II. DIRECTIONS FOR COMPLETING THE NOMINATION TEMPLATE

Entities will use the “Nomination Template” provided online in the SNPLMA Nomination Portal (“Nomination Portal”). The information below will help guide what to include in each section of the template.

Cover page including the following:

- Nominating entity’s name and logo.
- A brief project title which reflects and captures the nomination content. Title is limited to 75 characters.
- The amount of SNPLMA funds requested to implement the project.

A. Background

Background information narrative that supports the need. Describe the project site ownership and current use/status. Identify the entity-approved master plan and approval date with which the project conforms. Projects that provide opportunities for underserved communities should address the community served, and how the project meets the need. Describe the project implementation process and how to determine project completion. Describe relationship to

prior approved projects and/or phases; confirm standalone project and that there is no expectation of future SNPLMA funding.

B. SNPLMA Strategic Plan Values

The Executive Committee has identified three values on which to focus SNPLMA implementation: sustainability, connectivity, and community. These values will be applied in ranking project nominations.

- Sustainability – Incorporate durability, relevancy, and shared support to ensure benefits in the near and long term.
- Connectivity – Projects that restore and protect healthy and resilient landscapes that connect important habitats and protect the integrity of the human and biological communities.
- Community – Projects that provide outdoor recreation opportunities that improve the quality of life for the public and encourage interaction with nature.

C. Purpose Statement

Nominations must contain a specific statement of the purpose of the project. In a one to two sentence purpose statement include the following:

- Who: Eligible entity that will carry out the project.
- What: The action to be taken (e.g., construction of a park or trail; refurbish picnic area “A;” acquisition of water rights for park infrastructure needs).
- Where: The physical location where the project will be carried out. The statement must identify the specific facility or other physical location, including the county and state where the project will be carried out.
- Why: The outcome of the project (e.g., to enhance recreational opportunities, to improve visitor safety, to protect specified natural resources, to improve public access).

D. Project Deliverables

The nomination must include project deliverables as defined below. The purpose statement along with the deliverables will be used to create the project work plan, determine project progress, and project completion. There are three deliverable categories: Primary, Anticipated, and Standard.

1. Primary Deliverables:

Primary deliverables are those that must be done at a minimum to complete the project and accomplish the purpose. Which is to say, if a primary deliverable is not completed, then the success of the entire project is in question. Identify the size, quantity, anticipated site and configuration, and whether any of those elements are contingent upon the final results of design, planning, cost estimates, public scoping or other studies, analyses, or reports.

Examples:

- Fee simple acquisition of ±10 acres (APN 123-45-67) by purchase
- Construct a 6-mile, non-motorized multi-use trail (10-12 ft. wide) from points A to Z

- Install two double vault toilets (one each for points A and Z)

2. **Anticipated Deliverables:**

Anticipated deliverables are those that are desirable and beneficial, but not minimally necessary to complete the proposed project and project purpose. Which is to say, if an anticipated deliverable is not completed, then the project will still likely be successful. These are tangible items, not a desired outcome you hope to happen upon completion of the project. Their inclusion will be based on the results of final planning, design, cost estimates, public scoping, or other studies, analyses, or reports. The nomination cost estimate should include these items.

The cost estimate should not include costs of anticipated deliverables that are planned for inclusion in the project only if sufficient funds remain after completing primary deliverables. This is to avoid inflating project funding requests over the best-value option to address the cost of components/elements that are not necessary to completion of the project and project purpose. (See second example below).

Examples:

- Refurbishment of a loop trail pending final planning, design and cost estimates.
- Install a single vault toilet at midpoint along the multi-use trail of points A to Z. For example, completing the multi-use trail construction and installation of double vault toilets are the primary deliverables while installation of a single vault toilet would be a nice to have, it is not required to complete the project.

3. **Standard Deliverables:**

Standard deliverables are those actions/activities that are generally accepted by the agency/entity, and/or by industry standards as necessary to complete the primary and/or anticipated deliverables. Standard deliverables can be identified in the project workplan rather than in the nomination, however, the cost of completing standard deliverables should be accounted for in the nomination cost estimate.

Examples:

- Section 106 compliance
- Relocation Assessment pursuant to the Uniform Act
- Develop scope of work for contracting
- SNPLMA close-out package

E. **Project Location**

Latitude and longitude location reference point for purposes of locating the project area on a map using decimal degrees format (e.g., 36.879167° / -112.202778°).

Identify the Congressional District number(s) in which the project is located, along with the county and state. List all congressional districts that apply (e.g., NV District 1, NV District 2, NV District 3, NV District 4). Refer to <https://www.govtrack.us/congress/members/NV> to view an online map of congressional districts (note this website does not display properly with Internet Explorer).

F. Project Timeframe

The project timeframe in years. The standard timeframe approved by the EC for PTNA projects is 5 years. If the nomination proposes a longer timeframe than the standard 5 years, the scope and time requested must be fully justified. Do not specify definitive dates, delays in processing nominations or funding instruments can affect the desired start date.

G. Level of Project Readiness

Is the nomination shovel ready? (If yes, explain). Identify the level of readiness for the project in terms of existing staff, resources, Section 106 compliance, initial planning, current Phase I Environmental Site Assessment, and/or identification of other funding that will allow your organization to request funds and begin implementing the project within one year of the special account funds notice. The EC may look favorably at projects that are most prepared to begin implementation.

H. Future Operations and Maintenance

The nominating entity must demonstrate the commitment to be responsible for the future operations and maintenance (O&M) costs, ensuring the fiscal sustainability of the project into the future. Nominations which comprise of building renovation, construction, or refurbishment, include a detailed description of the O&M requirements for the project over its expected lifecycle. Describe how the O&M impact of the project has been evaluated.

I. Project Budget

Use the Standard Form (SF) 424A “budget information” (fillable PDF) and the Budget Detail template (MS-Word) is provided through the Nomination Portal. Include all necessary expenses (direct and indirect) to complete the project deliverables and accomplish the purpose. The proposed project budget should be in whole dollars only, no cents.

Do not embed the SF424A/budget detail into the template. Upload each separately to the Submissions tab in the Nomination Portal. An expired SF424A form will not be accepted.

Partnership and/or Contributed Funds:

Nominations must address whether there will be contributed funds directly applicable to completion of the project, within the timeframe and scope. Funds from other sources to complete work prior to the project, or for post-completion activities, such as O&M or later enhancements, are not considered contributed funds.

If either an in-kind or cash contribution is identified, a *written commitment* must be documented on official letterhead or stationery of the contributor and included as a letter of support at the back of the nomination package.

Entity overhead costs may not be included in determining in-kind contributions. Labor funded from an appropriation is not considered an in-kind contribution. In-kind contributions can include volunteer labor, professional services, or contributed material or equipment. Project nominations that identify in-kind contributions must submit a breakdown of the valuation of these contributions. The breakdown of these contributions may include:

- Volunteer labor is computed at the rate used by the DOI, which is currently \$28.54 per hour.
- Non-government organization employee actual hourly rates plus the value of any fringe benefits received.
- Actual costs for material, equipment, and supplies.
- The value of equipment as a contribution can be the cost to purchase or rent equipment and its operating costs.

Refer to 2 CFR 200, subpart E (cost principles) and 2 CFR 200.306 (cost share or matching).

J. Key Contacts

Identify key personnel (with email and phone number) that will be assisting with the management and oversight of the project, including:

- Authorized Officer. This can be an officer/manager with authority over the project.
- Project Manager (Project Point of Contact).
- Budget Officer. This can be an Administrative Officer, Budget Officer, Assistant District Manager for Support Services, or other financial technician that will help with the receipt and expenditure of project funds.

K. Ranking Criteria

The criteria in this section will be used to evaluate, score, and rank all nominations. Address each criteria the nomination meets and explain how it will be accomplished. Nominations will be reviewed and scored by the PTNA subgroup.

Nominations must be consistent with the SNPLMA program's vision, mission, and goals associated with connecting people to the outdoors and conserving public lands while ensuring the projects' fiscal sustainability.

A copy of the ranking criteria with score values are available in the Nomination Portal.

L. Orders and Priorities

Respond to each of the orders and priorities in this section by addressing how or why the nomination complies with or help support/implement the Executive Orders, Secretarial Orders, Department of the Interior Priorities, and USDA Forest Service Priorities. Only respond to the orders and priorities that are applicable to the nomination.

Responses to the orders and priorities will not impact the scoring of the nomination, however, along with consideration of the project ranking, the Partners Working Group will consider the thoroughness of the information provided in making their determination for inclusion of nominated projects in the Preliminary Recommendation for the round.

III. CHECKLIST AND UPLOAD INSTRUCTIONS

Upload the following documents according to the corresponding page/tab in the Nomination Portal:

- Submission tab (up to 3 files total)
 1. Completed nomination using the provided template
 2. Support letters and contribution letters, all combined into one PDF document
 3. Owner Statement (for acquisition projects only)
- Location Details tab (up to 12 files total)
 1. Maps
 2. Photos (max 6)
 3. Completed Performance Measures table
 4. SF424A Budget Information
 5. Budget Detail

Below are instructions for maps, photos, performance measures, letters of support, including written commitment(s) for contributed funds (if applicable), and the property owner “willing seller” statement for acquisition nominations only (if applicable) for the nomination:

A. **Maps**

Letter size maps (8.5” x 11”) that include legend, scale, directional compass, locational references, creator graphic and date. Upload each map as a single PDF file in high resolution.

1. Location map of specific project site, land status, roads, township, range, and section.
2. County assessor parcel aerial depicting parcel number and acreage.
3. EC Strategic Plan Values map showing how the proposed project supports sustainability, connectivity and/or community. (Can be one or multiple maps).
 - a. *Sustainability* – similar to connectivity, a map showing how the propose project relates to sustainable goals of the environment, habitat, cultural and/or natural resources, etc. An example would be a project claiming contribution to opening or maintaining access to a migratory corridor would include a map showing the location of the migratory corridor and how it connects to other corridor(s).
 - b. *Connectivity* - map showing location of adjacent projects, either previously completed, active, or planned; could also show how the project connects people with the outdoors and methods of access by which the park, trail, or natural area will be accessed by the public.
 - c. *Community* – map showing the project’s relationship to the community and how it improves the quality of Federal land and resource values for the community. Specifically, a map showing opportunities (e.g., recreational, educational) for

underserved communities and how the project will provide connectivity to community facilities.

B. Photos

Include up to 6 photos of the project that convey the need or desired result. Upload as a PDF to the “Location Detail” tab in the Nomination Portal.

C. Performance Measures

Using the “Performance Measures” table provided, nominations should identify all relevant SNPLMA Performance Measures with a minimum of one. Report all performance measures applicable to your project, even if the performance measure is not identified as a primary purpose of the project and happens indirectly because of other project work. Enter the quantity in the right-hand column. Upload to the “Location Detail” tab in the Nomination Portal.

D. Support Letters and Contribution Letters

Support letters must be current (within the last year) and not from the nominating entity. If applicable, a written commitment must be documented on official letterhead or stationery of the contributor. Include letters of support and contribution as a single PDF file and upload to the “Submission” tab in the Nomination Portal.

E. Owner Statement

The Owner Statement template is provided on the Nomination Portal and is required for real property acquisition nominations only. Upload the “Owner Statement” signed by the property owner(s) of record (not a broker, attorney, or other representative).

The owner must also read and sign the summary entitled “General Requirements for SNPLMA PTNA Real Property Acquisitions” and include it with the Owner Statement.

IV. NOTIFICATION OF NOMINATION PACKAGE ACCEPTANCE/REJECTION

All instructions, requirements and due dates must be met for the nomination to be accepted. Time permitting after the nomination due date, nominators will be notified if their nomination package needs to correct or update information, has budget errors, legible maps, etc., and allowed a brief period (determined by the SNPLMA Program Manager) to provide updated information. If information as identified and requested by the SNPLMA Program Manager is not received by date in their email, the nomination will be incomplete, and will not be accepted or forwarded for consideration.

The status of the nomination package can be tracked through the SMART Nomination Portal.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 4, 2021

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to submit three grant applications to the Nevada Division of Emergency Management ("NDEM") for the Hazard Mitigation Grant Program ("HMGP") for flood control projects in Carson City, and authorization for the Chief Stormwater Engineer to sign the applications and all documents related to the application on behalf of the City. (Randall Rice, RRice@carson.org and Robb Fellows; RFellows@carson.org)

Staff Summary: The Carson City Public Works Department is requesting approval from the Board of Supervisors to submit three HMGP grant applications to NDEM for flood control projects in Carson City. The three grant applications would be for the planning, design, and construction of the Maxwell Detention Basin Project, Water Resource Recovery Facility ("WRRF") Flood Protection Project, and Upgrades to Emergency Alert Sites Project. The City's grant policy requires any grant application over \$50,000 be approved by the Board of Supervisors before submission of the grant application.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to authorize the Chief Stormwater Engineer to sign and submit the grant applications.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

The Board of Supervisors moved to approve submittal of an application for the Building Resilient Infrastructure and Communities ("BRIC") grant program for the Maxwell Detention Basin Project on September 17, 2020. The project was not selected by FEMA for the 2021 BRIC grant award; however, the Maxwell Basin project ranked high in the project decision matrix developed as part of the North Carson Area Drainage Plan in 2020 (see attached).

Background/Issues & Analysis

On April 4, 2020, a major disaster was declared for the State of Nevada as a result of the COVID-19 pandemic. After a presidentially declared disaster, FEMA's HMGP provides funding for a wide variety of mitigation projects that reduce, or mitigate, future disaster losses in their communities. Funds for the COVID-19 disaster relief are available to communities through their State Division of Emergency Management, with a 75% federal funding, 25% local match ratio. NDEM was allocated \$13,584,381.

The Public Works Department proposes to submit three HMGP grant applications: one application for the design and construction of the Maxwell Basin in the Goni Watershed; one application for the design and construction of a floodwall extension along the northern side of the WRRF (adjacent to the floodway) and

subsequent completion of the flood map change process; and the other application would be for the purchase of equipment and services to upgrade the existing nine emergency ALERT sites throughout the City and installation of an additional site in the Goni area. See attached exhibits for details and cost estimates.

If the City is awarded the grants, the required grant match will come from the stormwater and wastewater capital accounts. If the Board approves this grant application submittal, City staff will begin working on the grant applications immediately for submittal to NDEM. Applications are due to NDEM between August 5, 2021 and August 5, 2022.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City's Grant Policy

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Stormwater Federal Grants (revenue) 5057582-431010, Stormwater Utility Fund- Capital Construction Account / 5053705-507010, Wastewater Federal Grants (revenue) 5108082-431010, and Wastewater Utility Fund - Capital Construction Account / 5103205-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If any of the grant applications are approved, the 25% local match required for each project is as follows:

Maxwell Detention Basin Project: \$481,250 from 5053705-507010

WRRF Flood Protection Project: \$250,000 from 5103205-507010

Upgrade to Emergency Alert Sites Project: \$25,000 from 5053705-507010

If all of the grant applications are approved, \$756,250 (\$506,250 from 5053705-507010 and \$250,000 from 5103205-507010) for the 25% local match will be required. If awarded revenue for grants would be augmented by \$1,518,750 for Stormwater and \$750,000 for Wastewater, and expenses would be budgeted at \$2,025,000 for Stormwater and \$1,000,000 for Wastewater. The local match would reduce total available undesignated amount in Stormwater of \$578,180 and in Wastewater of \$1,444,855, by \$506,250 and \$250,000, respectively.

Alternatives

Direct staff not to submit the grant applications and/or provide alternative direction to staff.

Attachments:

[1. Maxwell Basin Exhibit.pdf](#)

[NOI_Maxwell Basin.pdf](#)

[North Carson Area Drainage Plan-Maxwell.pdf](#)

[2. WRRF Exhibit.pdf](#)

[NOI_WWTP Flood Protection.pdf](#)

[3. Alert Sites Exhibit.pdf](#)

[NOI_Alert Systems.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



Notice of Interest (NOI) Subgrantee to State of Nevada

****Complete and return As Soon As Possible****

Return this form to: Nevada Division of Emergency Management
mitigation@dps.state.nv.us

For questions on this NOI, please contact Janell Woodward at jwoodward@dps.state.nv.us.

Timeline

BRIC – (Total State Set-Aside for BRIC FY 2021: \$1,000,000.00)

FEMA GO Registration and Technical Assistance For Application: 9/30-12/03/21

Full Application Due: 12/3/2021

Review and ranking as needed 12/13/2021-1/13/2022

Final Application Due to FEMA 1/28/2021

HMGP – Post Fire (Total Funding Available for DR-5382: \$2,336,334.00)

Full Application Due: February 1, 2022

Final Applications due to FEMA: March 31, 2022

HMGP DR-4523 from Covid: (Total funding available \$13,584,381.00)

Full Applications Due: June 30, 2022

Application deadline to FEMA: August 5, 2022

Applicant Agency: Carson City
Point of Contact: Robb Fellows
Telephone: 775-283-7370
Email: rfellows@carson.org
Street Address: 3505 Butti Way
City, State, Zip: Carson City, NV 89701

Required Information:

Funding Type: HMGP

FIPS #: 510

DUNS #: 073787152

Location of project type in Local or State Hazard Mitigation Plan (page #): Action Items 5A, page 8-17 and 5J, page 8-19

Estimated Grant Project Total: \$1,925,000

Federal Funding Amount (75%): \$1,443,750

Funding Cost Share Total (25%): \$481,250

Cost Share Source: Stormwater fund

How long is Cost Share Available? [Click or tap here to enter text.](#)

Activity Title: Maxwell Detention Basin

Brief Description of Project: The Maxwell basin and associated improvements would intercept runoff from the surrounding upland areas that contribute to Goni Canyon Creek flood hazard and upgrade the existing downstream drainage infrastructures. The basin would be designed to intercept 100-year runoff and to take advantage of City owned open space.



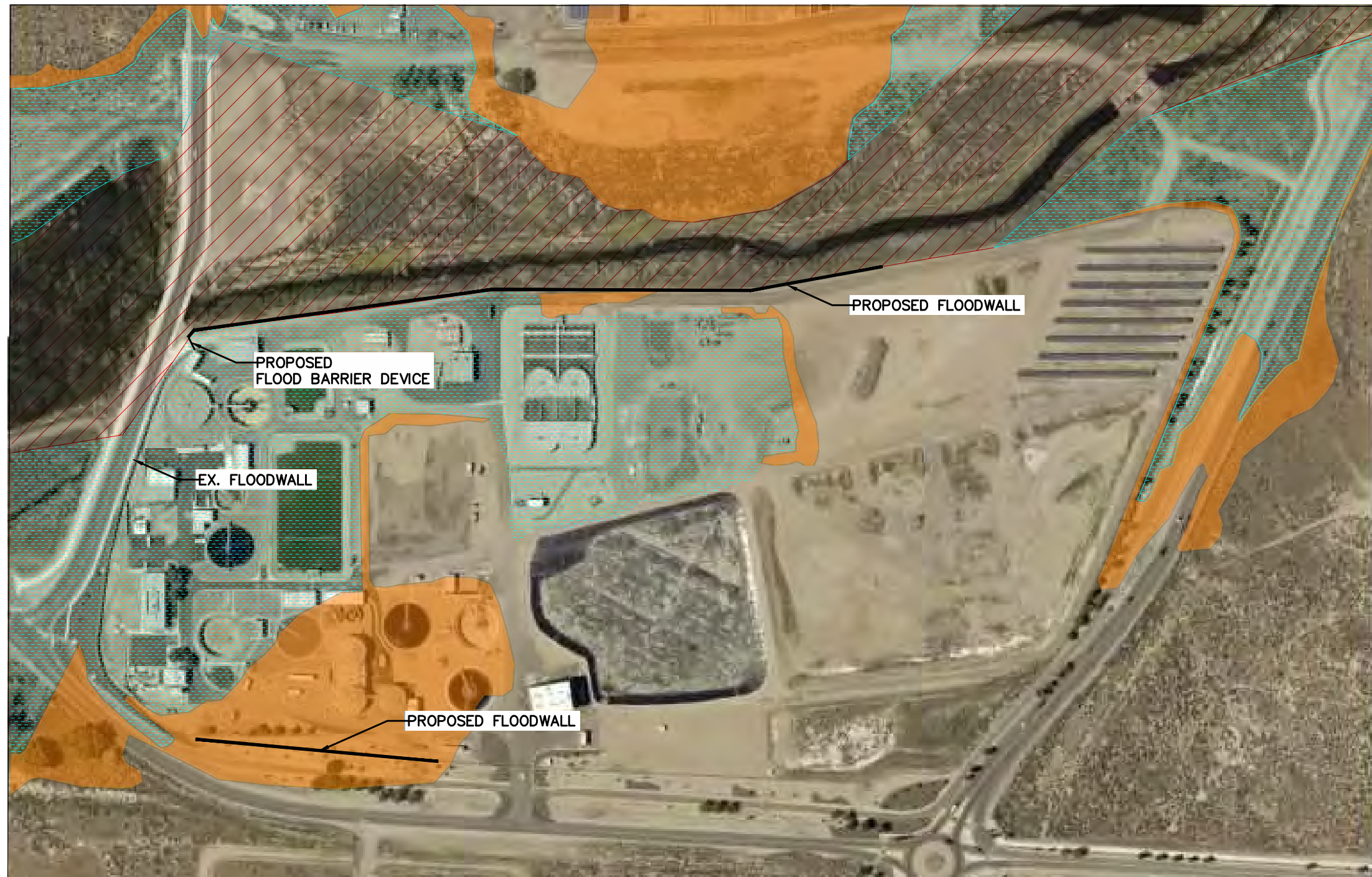
7. Proposed Conditions Results

Table 6 shows the change in Probable BCR with the updated costs developed for the Preferred Alternatives. The overall costs increased mostly due to earthwork unit costs and a better understanding of quantities. The cost increases resulted in lower BCRs, pushing the Goni Canyon Creek and North Goni Road Basins below 1. It is important to note that the BCRs presented in this report and this table are preliminary in nature. It is anticipated that further refinement of the BCRs will be developed as part of follow-on work efforts while developing FEMA grant applications. These refinements should result in higher BCRs once all factors are considered but may not achieve BCRs above 1 for Goni Canyon Creek and North Goni Road Basins.

Table 6: Updated Decision Matrix

Ranking	AOI ID	Name	Level of Protection	Project's Initial Cost (\$)	No. of Potential Structures Benefited	No. Structures > 0.5 ft in the 100-year storm	No. Structures > 1 ft in the 100-year storm	No. of Structures in ex FEMA Floodplain	10-yr Potential Damage (\$)	25-yr Potential Damage (\$)	50-yr Potential Damage (\$)	100-yr Potential Damage (\$)	500-yr Potential Damage (\$)	Annualized Loss (\$)	Present Day Benefit Value (75 year service life)	Maximum Probable BCR*	Public Input No. of Dots	Removes SFHA?	Impacts Regional Traffic Flow?	Impacts Businesses?	Impacts Critical Facilities?
1	7	Maxwell Basin	100-year	\$ 1,925,000	19	4	2	7	\$ 1,700,000	\$ 2,400,000	\$ 3,200,000	\$ 5,000,000	\$ 13,500,000	\$ 321,000	\$ 4,557,031	2.37	3	y	y	y	n
2	8	Sutro Terrace Storm Drain and Basins	10-year	\$ 3,326,000	166	16	6	0	\$ 2,300,000	\$ 3,000,000	\$ 3,600,000	\$ 4,200,000	\$ 5,700,000	\$ 315,000	\$ 4,471,853	1.34	9	n	n	n	n
3	2	Goni Canyon Creek Tiered Basins	100-year	\$ 10,907,000	59	11	3	20	\$ 3,600,000	\$ 4,500,000	\$ 6,100,000	\$ 8,100,000	\$ 16,200,000	\$ 549,600	\$ 7,802,319	0.72	4	y	y	y	n
4	6	North Goni Road Basin	100-year	\$ 1,880,000	22	4	2	0	\$ 600,000	\$ 700,000	\$ 900,000	\$ 1,300,000	\$ 2,100,000	\$ 83,800	\$ 1,189,655	0.63	8	y	y	y	n

The following figures for each preferred alternative show the before and after flow depth pre and post project. An additional figure is included that shows the change in flood depths. Since each of the preferred alternatives is designed to provide 100-year protection, only those results are show.



-  FLOODWAY (SPECIAL FLOOD HAZARD)
-  500-YEAR (SHADED X)
-  100-YEAR (SPECIAL FLOOD HAZARD)
-  PROPOSED FLOODWALL

PROJECT COST: \$1,000,000
75% FUNDING: \$750,000
25% COST SHARE: \$250,000

NOTE: APPROXIMATE FLOOD ZONES SHOWN FOR REFERENCE





Notice of Interest (NOI) Subgrantee to State of Nevada

****Complete and return As Soon As Possible****

Return this form to: Nevada Division of Emergency Management
mitigation@dps.state.nv.us

For questions on this NOI, please contact Janell Woodward at jwoodward@dps.state.nv.us.

Timeline

BRIC – (Total State Set-Aside for BRIC FY 2021: \$1,000,000.00)

FEMA GO Registration and Technical Assistance For Application: 9/30-12/03/21

Full Application Due: 12/3/2021

Review and ranking as needed 12/13/2021-1/13/2022

Final Application Due to FEMA 1/28/2021

HMGP – Post Fire (Total Funding Available for DR-5382: \$2,336,334.00)

Full Application Due: February 1, 2022

Final Applications due to FEMA: March 31, 2022

HMGP DR-4523 from Covid: (Total funding available \$13,584,381.00)

Full Applications Due: June 30, 2022

Application deadline to FEMA: August 5, 2022

Applicant Agency: Carson City
Point of Contact: Robb Fellows
Telephone: 775-283-7370
Email: rfellows@carson.org
Street Address: 3505 Butti Way
City, State, Zip: Carson City, NV 89701

Required Information:

Funding Type: HMGP

FIPS #: **510**

DUNS #: **073787152**

Location of project type in Local or State Hazard Mitigation Plan (page #): Action Item 5I, page 8-19

Estimated Grant Project Total: \$1,000,000

Federal Funding Amount (75%): \$750,000

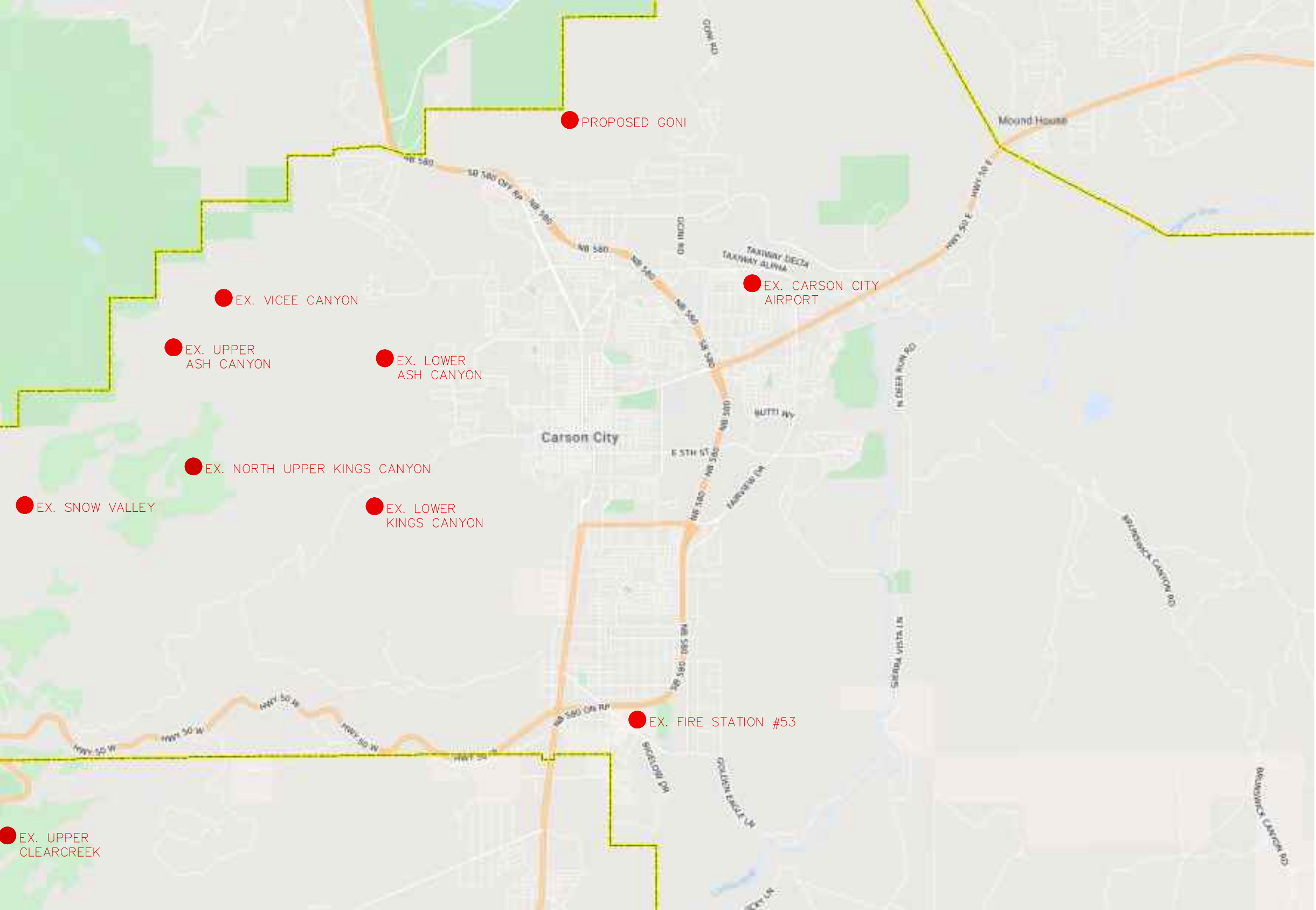
Funding Cost Share Total (25%): \$250,000

Cost Share Source: Stormwater fund

How long is Cost Share Available? [Click or tap here to enter text.](#)

Activity Title: Carson City Water Resource Recovery Facility Flood Protection

Brief Description of Project: The project includes extending the existing floodwall to the entrance off Airport Road and constructing a new floodwall on the adjacent side of the entrance, approximately 800 feet along the floodway, to provide freeboard for the 500-year flood event. Additionally, a 21-foot-long flood barrier device would be installed at the gate between the floodwalls to provide flood protection at this point.



NOTE: ALERT SITES WERE INSTALLED IN THE 1980'S THROUGH A GRANT. SITES ARE PERIODICALLY MAINTAINED BY CITY STAFF.

PROJECT COST: \$100,000
75% FUNDING: \$75,000
25% COST SHARE: \$25,000



Notice of Interest (NOI) Subgrantee to State of Nevada

****Complete and return As Soon As Possible****

Return this form to: Nevada Division of Emergency Management
mitigation@dps.state.nv.us

For questions on this NOI, please contact Janell Woodward at jwoodward@dps.state.nv.us.

Timeline

BRIC – (Total State Set-Aside for BRIC FY 2021: \$1,000,000.00)

FEMA GO Registration and Technical Assistance For Application: 9/30-12/03/21

Full Application Due: 12/3/2021

Review and ranking as needed 12/13/2021-1/13/2022

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HMGP – Post Fire (Total Funding Available for DR-5382: \$2,336,334.00)

Full Application Due: February 1, 2022

Final Applications due to FEMA: March 31, 2022

HMGP DR-4523 from Covid: (Total funding available \$13,584,381.00)

Full Applications Due: June 30, 2022

Application deadline to FEMA: August 5, 2022

Applicant Agency: Carson City
Point of Contact: Robb Fellows
Telephone: 775-283-7370
Email: rfellows@carson.org
Street Address: 3505 Butti Way
City, State, Zip: Carson City, NV 89701

Required Information:

Funding Type: HMGP

FIPS #: **510**

DUNS #: **073787152**

Location of project type in Local or State Hazard Mitigation Plan (page #): State Goal 4A, page 4-10 and 4K, page 4-11

Estimated Grant Project Total: \$100,000

Federal Funding Amount (75%): \$75,000

Funding Cost Share Total (25%): \$25,000

Cost Share Source: Stormwater fund

How long is Cost Share Available? [Click or tap here to enter text.](#)

Activity Title: Upgrade Emergency Alert Sites

Brief Description of Project: This project would consist of upgrading the existing nine ALERT early warning sites throughout the City as well as adding another site in the upper Goni area. Upgrading the current technology to the ALERT2 products would provide enhanced warning and better opportunity for the City to respond accordingly.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: November 4, 2021

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding an update on the affordable/workforce housing project at 3410 Butti Way, Assessor's Parcel Number ("APN") 010-037-04 ("Property") and discussion of a proposed Development Agreement between Carson City and PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP for development of the affordable/workforce housing project. (Dan Stucky, DStucky@carson.org).

Staff Summary: Carson City owns the Property, and on January 17, 2019, the Board of Supervisors ("Board") directed staff to initiate diligence on conveying a portion of the Property under NRS Chapter 244 to a qualified developer for development of affordable/workforce housing. On December 5, 2019, the Board selected PalaSeek LLP's proposed project as the only project for further pursuit and the negotiation of a Development Agreement. Since that time, PalaSeek LLP and its development partners have advanced the project significantly. Carson City, PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP have drafted a Development Agreement to be reviewed and executed before any land transfer or construction of any project improvements. The Development Agreement is intended to set forth the specific requirements for development of the Property, including the number and kind of affordable housing units and binding affordability requirements benefitting future tenants. The Development Agreement is presented here for discussion and feedback from the Board, and a final version will be brought back before the Board at a future meeting.

Agenda Action: Other / Presentation

Time Requested: 45 minutes

Proposed Motion

Depends on discussion.

Board's Strategic Goal

Economic Development

Previous Action

January 17, 2019 - The Board directed staff to initiate due diligence to determine whether to convey a portion of the Property under NRS Chapter 244 for development of affordable/workforce housing and prepare a proposed Request for Proposals ("RFP") to allow the Board to seek proposals from qualified developers through a competitive process.

September 5, 2019- The Board reviewed and discussed the draft RFP and directed staff to publish the RFP in order to seek proposals from qualified developers through a competitive process.

December 5, 2019- The Board held a public hearing on the RFP and the selection of a developer for the Property, and approved a motion selecting PalaSeek LLP to work with the City to pursue a Development Agreement for PalaSeek LLP's proposed project.

April 15, 2021 - The Board approved an Exclusive Negotiating Rights Agreement wherein Carson City and PalaSeek LLP agreed that until January 1, 2022, they will pursue a Development Agreement wherein PalaSeek LLP will develop affordable/workforce housing on the Property.

Background/Issues & Analysis

On September 12, 1960, the City acquired approximately 127.7 acres of property along Butti Way from the State of Nevada. Since this time, the property has been developed to house several city departments and facilities including the Public Works Department and Corporate Yard, the Parks Department, the Nevada Humane Society and the Water Resource Reclamation Facility. Within that 127.7 acres acquired by the City is 7.81 acres of real property at 3410 Butti Way (APN 010-037-04). The City has designated the western-most 6.31 acres of the 7.81 acres making up APN 010-037-04 for the development of an affordable housing project. The remaining 1.5 acres making up the eastern-most portion of APN 010-037-04 is being reserved for future use by the City. The City does not have a present need to retain the 6.31 acres for public use and identified it as a feasible location for affordable/workforce housing.

On January 17, 2019, the Board directed staff to (1) initiate due diligence to determine whether to dispose of a portion the Property under the provisions of NRS 244.287 or NRS 244.284 for development of affordable housing and (2) prepare a proposed RFP to be reviewed by the Board in order to seek proposals from qualified developers through a competitive process. Subsequently staff obtained a title report, appraisal, and Phase 1 Environmental Site Assessment. The Phase 1 Environmental Site Assessment revealed no evidence of recognized environmental conditions in connection with the Property. The appraisal valued the property at \$755,000.

On September 5, 2019, the Board reviewed and discussed the draft RFP and directed staff to publish the RFP in order to seek proposals from qualified developers through a competitive process.

On October 24, 2019, PalaSeek LLP submitted its proposal for the RFP. PalaSeek LLP proposed developing approximately 160 units of affordable/workforce housing on the Property, with PalaSeek LLP paying a nominal charge of \$10,000 plus the cost of any transfer taxes for the Property.

The City received two responses to the RFP. On December 5, 2019, the Board reviewed those two proposals and heard presentations for both before selecting PalaSeek LLP to continue working with the City to pursue the project and negotiate a Development Agreement.

Since the December 5, 2019 Board meeting, the project has advanced and achieved the following milestones:

- On June 26, 2020, Ordinance No. 2020-10, Bill No. 110, was recorded as Document No. 507505, effectuating a Zoning Map Amendment such that zoning for the Property was changed from Public Regional ("PR") to Multi-Family Apartment ("MFA"). The eastern most 1.5-acre portion of APN 010-037-04 remains zoned as Public Regional.
- On August 18, 2020, the City and PalaSeek LLP conducted a Major Project Review (MPR-2020-0023) of the preliminary development plans.
- On March 2, 2021, the City and PalaSeek LLP conducted a Conceptual Map and Major Project Review (PM-2021-0049) of the preliminary development plans and proposed parcel map.
- On March 29, 2021, PalaSeek LLP and their development team held an online public meeting to provide an overview of the project and respond to questions. Project-related content was also posted online and an email address was provided to the community to submit future questions related to the project.

On April 15, 2021, the Board approved an Exclusive Negotiating Rights Agreement between Carson City and PalaSeek LLP. This Exclusive Negotiating Rights Agreement allowed PalaSeek LLP to seek project financing, tax credits, and other funding mechanisms through the Nevada Housing Division. The Nevada Housing Division required PalaSeek LLP to demonstrate some form of “site control” for the Property, and the Nevada Housing Division determined that, in the absence of an executed Development Agreement, an Exclusive Negotiating Rights Agreement could establish “site control,” provided that agreement continued through at least December 31, 2021. That Exclusive Negotiating Rights Agreement has, in fact, allowed the Nevada Housing Division to support this project.

Since the April 15, 2021 Board meeting, the project has been awarded \$1,250,000 in annual low-income housing tax credits, \$900,000 in National Housing Trust Funds, and \$1,750,000 in federal HOME funds from the Nevada Housing Division. Additionally, PalaSeek LLP has partnered with Oikos Development Corporation, a tax exempt 501(c)(3) specializing in public housing development, and together they formed Sierra Flats Senior LP to pursue Phase 1 of an affordable housing development with 40 units for seniors and 40 units for families. City staff, PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Senior LP have prepared a rough draft of a Development Agreement for Phase 1. Based on the schedule for public funding and tax credit awards, PalaSeek LLP and Oikos Development Corporation anticipate that they will have enough information to negotiate a Phase 2 Development Agreement in early 2022. The Development Agreement’s purpose is to establish terms and requirements, including, but not limited to: the terms of conveyance for the Property; affordability requirements for future occupants; and the construction timeline and phasing of the project. The development team is finalizing discussions with the Nevada Housing Division and working out the final details of the site plan, affordability requirements, project funding, and phasing, which could alter the final structure of the Development Agreement. Ultimately, based on the outcome of these discussions with the Nevada Housing Division and feedback received from the Board, the final version of the Development Agreement will be prepared and brought to the Board at a future meeting.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 278.0201, 244.284, and 244.287; CCMC Chapter 17.08

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Provide alternative direction to staff regarding the Development Agreement.

Attachments:

[1_Development Agreement.pdf](#)

[2_RFP #19300056.pdf](#)

[3_PalaSeek LLP Proposal.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among PalaSeek LLP, a Nevada limited liability partnership ("PALASEEK"), Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization ("OIKOS"), Sierra Flats Senior, LP, a Nevada limited partnership ("SFS," together with PALASEEK and OIKOS, "DEVELOPER"), as Developer of that certain project known as the 9% LOW-INCOME HOUSING TAX CREDIT DEVELOPMENT OF 3410 BUTTI WAY (APN 010-037-04) FOR AFFORDABLE/WORKFORCE HOUSING (the "SIERRA LOFTS 9% PROJECT"), and Carson City, a consolidated municipality of the State of Nevada ("CARSON CITY"). PALASEEK, SFS, OIKOS, and CARSON CITY may be individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

1. Originally PALASEEK planned for a single apartment project originally named CARSON LOFTS at 3410 Butti Way, Carson City, Nevada (APN 010-037-04) encompassing approximately 6.31 acres of real property located in Carson City, Nevada. That 6.31 acres of real property are contained within APN 010-037-04, which is 7.81 acres in total. The eastern most 1.5-acre portion of APN 010-037-04 is not part of this Agreement, and will continue to be CARSON CITY's property. CARSON CITY has made the remaining 6.31 acres of APN 010-037-04, more particularly described in Exhibit "A," available for the development of affordable/workforce housing (the "AVAILABLE PROPERTY"). Since PALASEEK's original proposal, DEVELOPER has refined the development plan to include two apartment projects: the SIERRA LOFTS 9% PROJECT and a second project or phase, to be named later ("PHASE 2 PROJECT"), which will be rent restricted, and income restricted to take advantage of available low income housing tax credits. The westernmost area located within the AVAILABLE PROPERTY is where DEVELOPER will build the SIERRA LOFTS 9% PROJECT (the "9% PROPERTY"). The remainder of the AVAILABLE PROPERTY

("PHASE 2 PROPERTY") is not part of this Agreement but may be part of a future development agreement for the PHASE 2 PROJECT.

2. On January 17, 2019, the Carson City Board of Supervisors directed staff to initiate due diligence to determine whether to convey the AVAILABLE PROPERTY under the provisions of NRS 244.287 for development of affordable housing and prepare a proposed Request for Proposals to be reviewed by the Carson City Board of Supervisors in order to seek proposals from qualified developers through a competitive process.
3. On September 12, 2019, CARSON CITY released a Request for Proposals ("RFP") to invite qualified and experienced affordable housing and workforce housing development teams to submit proposals for the Development of the AVAILABLE PROPERTY.
4. On December 5, 2019, the Carson City Board of Supervisors reviewed the submitted proposals and selected PALASEEK to develop the AVAILABLE PROPERTY. PALASEEK's proposal included one-hundred and sixty (160) mixed income affordable/workforce housing units. The Board of Supervisors directed CARSON CITY staff to work with PALASEEK to further develop the project proposal, begin the land entitlement process, conduct community outreach, and negotiate a Development Agreement.
5. On June 26, 2020, Ordinance No. 2020-10, Bill No. 110, was recorded as Document No. 507505, effectuating a Zoning Map Amendment such that zoning for the AVAILABLE PROPERTY was changed from Public Regional (PR) to Multi-Family Apartment (MFA), which is incorporated herein by this reference. The eastern most 1.5-acre portion of APN 010-037-04 remains zoned as Public Regional (PR).
6. On August 18, 2020, CARSON CITY and the PALASEEK conducted a Major Project Review (MPR-2020-0023) of the preliminary development plans as required per CCMC 18.02.100 for the projects.

7. On September 4, 2020, CARSON CITY provided PALASEEK with written Major Project Review Comments for MPR-2020-0023.
8. On March 2, 2021, CARSON CITY and PALASEEK conducted a Conceptual Map and Major Project Review (PM-2021-0049) of the preliminary development plans and proposed parcel map for PALASEEK's project. Once approved and completed, the proposed parcel map will sub-divide APN 010-037-04 into three separate parcels. The resultant, eastern most parcel (approximately 1.5 acres) created by the parcel map will be retained by CARSON CITY and not be developed as part of the projects.
9. On March 12, 2021, CARSON CITY provided PALASEEK with written Conceptual Map and Major Project Review Comments for PM-2021-0049.
10. On April 2, 2021, PALASEEK, together with OIKOS, caused SFS to be formed as a Nevada limited partnership by filing a certificate of limited partnership with the Secretary of State of the State of Nevada.
11. SFS will be the owner of the SIERRA LOFTS 9% PROJECT, which will be built on the 9% PROPERTY.
12. PALASEEK and OIKOS have caused or will cause another entity to be formed that is intended to be the owner of the PHASE 2 PROJECT, which will be eligible to be built on the PHASE 2 PROPERTY, upon approval of a separate development agreement by CARSON CITY.
13. The Parties believe that it is mutually beneficial to enter into this Agreement and each mutually desire that the SIERRA LOFTS 9% PROJECT be developed in accordance with this Agreement.
14. CARSON CITY, PALASEEK, OIKOS, and SFS desire to hereinafter have the provisions of this Development Agreement govern the development activities concerning the SIERRA LOFTS 9% PROJECT.
15. On April 15, 2021, CARSON CITY and PALASEEK entered into an Exclusive Negotiating Rights Agreement providing, among other things, that CARSON CITY

would not make the AVAILABLE PROPERTY available to any person or entity other than PALASEEK until after January 1, 2022.

NOW THEREFORE, for good and valuable consideration, and the mutual covenants, conditions and promises herein contained, the Parties do agree as follows:

I.

PROJECT CHARACTERISTICS AND TENANCY REQUIREMENTS

The AVAILABLE PROPERTY encompasses 6.31 acres of real property, more or less, and is zoned Multi-Family Apartment (MFA). Although the PHASE 2 PROJECT is not yet finalized, based on the lot shape and the current plan, it is envisioned that the SIERRA LOFTS 9% PROJECT and PHASE 2 PROJECT will consist of four 3-story buildings with a total of one hundred and sixty (160) units of mixed income affordable/workforce housing available for rent to income-qualified individuals. Each building will have 40 units. One of the buildings will be reserved as senior housing for households age 55 years or older. The other buildings will be targeted to families. It is envisioned that sixty-three (63) of the total units will be 1-bedroom units (approximately 650 square feet in size), sixty-seven (67) of the total units will be 2-bedroom units (approximately 850 square feet in size), and up to thirty (30) units may be 3-bedroom units (approximately 1150 square feet in size).

The SIERRA LOFTS 9% PROJECT and PHASE 2 PROJECT are intended to primarily house seniors and families whose income does not exceed sixty percent (60%) of the median gross income (as determined by the Department of Housing and Urban Development "HUD" for Carson City), compared to other families residing in Carson City; however, sixteen (16) of the eighty (80) units making up the SIERRA LOFTS 9% PROJECT are not income restricted. The SIERRA LOFTS 9% PROJECT will provide a ten percent preference for veteran households. The SIERRA LOFTS 9% PROJECT will be financed through a mix of 9% Low Income Housing Tax Credits, HOME, National Housing Trust Funds, and/or other public sources and conventional sources. The specific funding mechanisms for the PHASE 2 PROJECT are not yet settled. The SIERRA LOFTS 9% PROJECT will receive a property tax exemption to contribute to the financial viability of the projects.

The SIERRA LOFTS 9% PROJECT will provide affordable housing units through income and rent targets at least as low as indicated in the two Area Median Income (AMI) target tables below:

Sierra Flats Senior (40 units of senior housing) – Part of the SIERRA FLATS 9% PROJECT

Targeted Population	Unit Size	# of Units	Income Target	Rent Target
Senior	1-bedroom	11	50% AMI	30% AMI
Senior	1-bedroom	16	50% AMI	40% AMI
Senior	1-bedroom	5	50% AMI	50% AMI
Senior	2-bedroom	1	50% AMI	30% AMI
Senior	2-bedroom	1	50% AMI	40% AMI
Senior	2-bedroom	6	50% AMI	50% AMI

Sierra Flats Family One (40 units of family housing) – Part of the SIERRA FLATS 9% PROJECT

Targeted Population	Unit Size	# of Units	Income Target	Rent Target
Family	1-bedroom	4	50% AMI	30% AMI
Family	1-bedroom	10	50% AMI	40% AMI
Family	1-bedroom	4	50% AMI	50% AMI
Family	1-bedroom	10	Non-restricted	Non-restricted
Family	2-bedroom	2	50% AMI	40% AMI
Family	2-bedroom	4	50% AMI	50% AMI
Family	2-bedroom	6	Non-restricted	Non-restricted

The PHASE 2 PROJECT is anticipated to provide an additional eighty (80) units of family housing on the PHASE 2 PROPERTY, which would require a separate development agreement with CARSON CITY.

II.

ADMINISTRATION OF THE PROJECT

The SIERRA LOFTS 9% PROJECT shall be developed in accordance with this Agreement, with the following characteristics and requirements:

2.1 PHASING. The SIERRA FLATS 9% PROJECT is the subject of this Agreement, it is expected to start in April 2022 with completion anticipated in July 2023, and it will be constructed on the 9% PROPERTY. The PHASE 2 PROJECT is not part of the Agreement and, if pursued, will be covered by a separate development agreement; however, DEVELOPER believes construction on the PHASE 2 PROJECT could start as early as July 2023 with completion anticipated in November of 2024. A Phasing Plan showing the location of the SIERRA FLATS 9% PROJECT on the AVAILABLE PROPERTY, and the proposed location of the PHASE 2 PROJECT, if pursued, is attached hereto as Exhibit "B". The Parties agree that this Agreement must be fully executed prior to issuance of any construction permits.

2.2 TERM OF AGREEMENT.

- A. This Agreement adopted pursuant to CCMC 17.08 requires that the SIERRA FLATS 9% PROJECT shall be diligently pursued, and the approvals referenced above (if no extension is granted) shall expire if an issuance of certificate of occupancy is not received for SIERRA FLATS 9% PROJECT by December 31, 2023.
- B. If all certificates of occupancy are granted on or before the date mentioned above, this Agreement shall automatically extend for fifty-one (51) years, ending on December 31, 2074, and remain in full force and effect unless terminated or amended by mutual agreement of the Parties, or their successors or assigns as provided in this Agreement, for the 9% PROPERTY.

2.3 LAND TRANSFER. Upon execution of the Agreement and completion of parcel map, CARSON CITY will convey the 9% PROPERTY to OIKOS, a tax-exempt organization under 26 U.S.C. § 501(c)(3). CARSON CITY's conveyance of the 9% PROPERTY shall be restricted as follows:

- A. If, 5 years after the 9% PROPERTY is conveyed, OIKOS, DEVELOPER, or their lawful assignees have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing, the 9% PROPERTY automatically reverts to CARSON CITY.
- B. If the Agreement expires under Section 2.2(A) because an issuance of certificate of occupancy is not received for the SIERRA FLATS 9% PROJECT by December 31, 2023 (and CARSON CITY has granted no extension), CARSON CITY may declare a default consistent with NRS 278.0205, NRS 278.02053, and Section 3.2 of this Agreement, and shall have the right to reenter and reclaim the 9% PROPERTY and/or unilaterally amend or cancel this Agreement.
- C. In addition, concurrent with conveyance of the 9% PROPERTY from CARSON CITY to OIKOS, a Declaration of Restrictive Covenants with a term for a period of at least fifty-one (51) years substantially similar to Exhibit "C," shall be recorded to encumber the 9% PROPERTY such that it may only be used for affordable housing that meets the requirements of this Agreement during that term. Any remedies provided in this Agreement shall be in addition to any remedies CARSON CITY is entitled to for breach of the Declaration of Restrictive Covenants.
- D. As a condition precedent to CARSON CITY's obligation to convey the 9% PROPERTY to OIKOS, DEVELOPER will provide CARSON CITY with an updated Exhibit "D," which lists all entities with an ownership interest in DEVELOPER and each such entity's share of ownership in DEVELOPER. For owners that are natural people, Exhibit "D" must contain the individuals full name and ownership interest. For any owner that is an artificial entity, Exhibit "D" must disclose ownership interests until all ownership interest can be traced

to an identifiable natural person. Thus, if an artificial entity has an ownership interest in DEVELOPER ("Artificial Entity"), Exhibit "D" must disclose, for Artificial Entity, (1) the legal name of Artificial Entity; (2) for natural people with ownership interests in Artificial Entity, the full name and ownership interest each natural person has in the Artificial Entity; and (3) for artificial entities with ownership interests in the Artificial Entity, the legal name of that entity, the full name and ownership interest each natural person has in the entity, and any ownership interest held by another artificial entity. As to item (3), ownership interests for all artificial entities will require disclosure until all ownership interest in the PROPERTY is traceable to a natural person.

- E. The DEVELOPER agrees to pay CARSON CITY a one-time, lump-sum payment of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) to offset the title transfer costs.
- F. The DEVELOPER shall pay all taxes imposed, including future and back taxes and liens (if any) in accordance with NRS 244.284 and NRS 244.287.
- G. OIKOS may assign its interest in the 9% PROPERTY to SFS, provided such assignment is subject to the limitations, re-entry rights, encumbrances, and disclosures set forth in Section 2.3 of this Agreement.

2.4 MUTUAL COOPERATION. CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of this Agreement. Nothing contained in this paragraph, however, shall require CARSON CITY or its employees to function on behalf of DEVELOPERS nor shall this Agreement be construed as an implicit pre-approval of any further actions required by CARSON CITY.

2.5 CONSTRUCTION. All construction will be performed by a general contractor (or a hired sub-contractor) possessing the appropriate licensure in the State of Nevada. Any contractors, or sub-contractors, employed during the project shall be in good standing with the Nevada State Contractor's Board, or other appropriate licensing authority. Additionally, all contractors or sub-

contractors performing work in Carson City must have or obtain a Carson City business license if required by the CCMC.

2.6 FUNDING. SFS, and its agents, shall at all times be in good standing with all applicable federal funding entities. Should any concerns arise during the project, SFS shall immediately make corrective actions to comply with the requesting funding entity.

2.8 TENANCY. During the fifty-one year period described in Section 2.3 above, DEVELOPER agrees to provide an annual report, due each year on the anniversary of the first (1st) day DEVELOPER has met all tenant requirements set forth in this Agreement. The report shall contain a certification that all tenancy and affordability requirements have been met. If, at any time during that fifty-one year period, DEVELOPER fails to meet the tenancy requirements set forth in this Agreement, CARSON CITY shall be entitled to pursue the remedies set forth in the Declaration of Restrictive Covenants, or this Agreement, or both.

The annual report shall be provided to:

Carson City Public Works
Attn: Real Property Manager
3505 Butti Way
Carson City, NV 89701

2.9 TIMELINESS. Time is of the essence of this Agreement. DEVELOPER shall timely and diligently cause construction of the Developments. If certificates of occupancy for the SIERRA FLATS 9% PROJECT are not completed by the dates specified in Section 2.2(A), then CARSON CITY shall have the right to the remedies set forth in this Agreement or the Declaration of Restrictive Covenants, as applicable. Any costs incurred by DEVELOPER, such as title transfer costs, will not be reimbursed by CARSON CITY if its right to reenter and reclaim the 9% PROPERTY is triggered.

III.

DEFAULTS, REMEDIES, TERMINATION

3.1 GENERAL PROVISIONS. Failure or unreasonable delay in performing any term or provision of this Agreement shall constitute a default.

3.2 Unless NRS 278.0205 and NRS 278.02053 apply, in the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuances of any building or improvement permit. The Parties may mutually agree, in writing, to provide more than thirty (30) days to the Party allegedly in default to cure that alleged default or breach. Any lender or partner or member of DEVELOPER may, but shall not be obligated to, cure any alleged default. No default by DEVELOPER under this Agreement shall constitute a default under any subsequent agreement by CARSON CITY regarding the PHASE 2 PROJECT. The Parties covenant and agree that the SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT shall be considered separate projects with separate owners and no cross default shall ensue, provided the non-defaulted project remains in compliance with its development agreement.

After notice of default or breach and expiration of the thirty (30) day period to cure, the non-defaulting Party to this Agreement, at its option, may institute legal proceedings or terminate or amend this Agreement.

If CARSON CITY elects to terminate or amend this Agreement after PALASEEK, OIKOS, SFS, or some combination thereof has failed to timely cure any breach or default under this Agreement, such termination or amendment shall conform with NRS 278.0205 and NRS 278.02053, including the notice and public hearing requirements set forth in those statutes.

In the event CARSON CITY does not accept, review, approve or issue necessary permits for use in a timely fashion, or as otherwise agreed by the Parties, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete the SIERRA FLATS 9% PROJECT, nor shall resulting delays in DEVELOPER performance constitute grounds for default, termination, or cancellation of this Agreement.

3.3 FORCE MAJEURE. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war,

insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

3.4 If written notice of such delay is given by one Party to the other Party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

3.5 LIMITATIONS ON LIABILITY.

CARSON CITY does not waive, and intends to assert, any and all immunity defenses available under NRS chapter 41, in all cases.

3.6 In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation; nevertheless, in no event will CARSON CITY be liable to any Party for damages (actual, incidental, or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

3.7 WAIVER OF RIGHTS. No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a Party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

IV.

MISCELLANEOUS

4.1 CONFLICTS WITH THIS AGREEMENT. Should any provision of this Agreement be deemed to be in conflict with any exhibit or attachment to this Agreement, or the RFP, PALASEEK's proposal, or the Exclusive Negotiating Rights Agreement, then the terms in this Agreement shall prevail.

4.2 CARSON CITY CODE. The SIERRA FLATS 9% PROJECT shall be built and maintained in accordance with all ordinances adopted by CARSON CITY, applied on a uniform basis to all development projects in CARSON CITY, including, but not limited to Chapter 17.08 of the CCMC.

4.3 APPLICABLE LAW AND ATTORNEYS' FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. Should any legal action be brought by either Party against the other Party relating to this Agreement, the 9% PROPERTY, or the SIERRA FLATS 9% PROJECT, that legal action will be brought pursuant to the choice of law and choice of forum provisions provided in this section. The prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the court; however, in the event that a Party is awarded attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed \$125 per hour.

4.4 SUCCESSORS AND ASSIGNS. The Parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefits of the Parties' successors and assigns. No Party may assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party. CARSON CITY's consent may be given only by the Carson City Board of Supervisors.

4.5 ENTIRE AGREEMENT. This Agreement, together with any Exhibits, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the Parties with respect to such subject matter.

4.6 HOLD HARMLESS AND INDEMNIFICATION.

4.6.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the Parties' agents, employees, representatives, appointed boards, commissions, and officers) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section. However, in no event shall CARSON CITY indemnify DEVELOPER or hold it harmless in a dispute arising under a sub-contract for the SIERRA FLATS 9% PROJECT.

4.6.2 Except as otherwise provided in Subsection 4.6.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

4.6.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

4.6.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

4.6.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through

which the indemnified party might voluntarily choose to participate in its defense of the same matter.

4.6.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorneys' fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

4.7 PROJECT AS PRIVATE UNDERTAKING. It is specifically understood and agreed by and between the Parties hereto that the SIERRA FLATS 9% PROJECT is a private development and no partnership, joint venture or other association of any kind is formed, except as defined by this Agreement.

4.8 FURTHER ASSURANCES. In the event of any legal action instituted by any third party or other government entity or official challenging this Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

4.9 MODIFICATION. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing, signed by the Parties, and approved by the Carson City Board of Supervisors.

4.10 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

4.11 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this Agreement unenforceable, and the remaining terms of this Agreement will continue in full force and effect.

4.12 PUBLIC RECORDS REQUESTS MADE TO CITY. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. CARSON CITY will have the duty to disclose particular information or documents unless they are made confidential by law or a common law balancing of interest.

4.13 EFFECTIVE DATE. This Agreement is effective on the _____ day of _____, 2021.

EXHIBITS:

- A. Sierra Lofts Project Vicinity Map
- B. Phasing Plan
- C. Declaration of Restrictive Covenant
- D. List of Owners and Share of Ownership

DEVELOPER

PALASEEK:

OIKOS:

PALASEEK LLP, a
Nevada limited liability partnership

Oikos Development Corporation, a
Missouri nonprofit corporation

By: _____
Michael A. Schneider

By: _____
Michael Snodgrass

SFS:

SIERRA FLATS SENIOR, LP, a Nevada limited
partnership

By: Sierra Flats Senior LLC, a Nevada limited
liability company, its General Partner

By: Oikos Development Corporation, a Missouri
nonprofit corporation, its Manager

By: _____
Michael Snodgrass, its Executive Director

CARSON CITY

APPROVED:

APPROVED AS TO FORM:

CARSON CITY, a consolidated municipality

Carson City District Attorney

By: _____
Lori Bagwell, Mayor

By: _____

ATTEST:

Carson City Clerk-Recorder

By: _____
Aubrey Rowlett

EXHIBIT A - Sierra Flats Vicinity Map

**Property Information**

Property ID 01003704
 Location 3410 BUTTI WY
 Owner PROPERTY MANAGEMENT,CARSON CITY
 Acres 7.81



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018

EXHIBIT B - SIERRA LOFTS PROJECT Phasing Plan

**Property Information**

Property ID 01003704
Location 3410 BUTTI WY
Owner PROPERTY MANAGEMENT,CARSON CITY
Acres 7.81



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018

Exhibit C

Declaration of Restrictive Covenants

APN [TBD]

Mail Tax Statements To:

Sierra Flats Senior, LP
1712 Main Street, Ste. 206
Kansas City, MO 64108
Attention: Michael Snodgrass

Recording requested by:

City of Carson City
Public Works Department
Carson City
3505 Butti Way
Carson City, NV 89701

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

DECLARATION OF RESTRICTIVE COVENANTS
(Sierra Lofts 9% Project)

<i>Date</i>	As of [TBD], 2021
<i>Project and Address</i>	Sierra Lofts 9% Project 3410 Butti Way, Carson City, NV
<i>Developer/Owner</i>	Sierra Flats Senior LP, a Nevada limited partnership 1712 Main Street, Suite 206 Kansas City, MO 64108 Authorized Representative: Michael Snodgrass

<i>Additional Notices to</i>	[TBD limited partner] [address]

<i>City</i>	City of Carson City Public Works Department 3505 Butti Way, Carson City, NV 89701 Authorized Representative: Real Property Manager, Public Works				
<i>Property Description</i>	All that land and improvements located in City of Carson City, State of Nevada, more particularly described as: See Exhibit A APN: [TBD]				
<i>Affordability Period</i>	51 years. See §2.01				
<i>Rent Restricted Units (§2.02)</i>	# Units	#Bedrooms	Rented only to persons whose incomes are:	Gross Rent*	Utility Allowance*
	TOTAL				

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RECITAL

Owner and the City entered into a Development Agreement where City agreed to transfer the land upon which the Project will be built (“Land”) to Owner for the purpose of constructing the above named project to serve as an affordable housing project. In connection with the transfer of the Land, the City requires that the project must be rent restricted for an Affordability Period. In consideration of the transfer of the Land from the City, Owner hereby covenants and agrees as follows with the intent that these covenants shall run with the land and be binding on all subsequent owners who hold the land during the above stated Affordability Period.

DEFINITIONS

“**Rent Restricted Units**” means the units provided to low income persons under §2.02.

“**Development Agreement**” means the Development Agreement executed contemporaneously herewith whereunder City committed to transfer and convey the Land for the project to Owner for use with the Project.

“**Qualified renters**” means a person or persons constituting a household who have a combined annual income that does not exceed the percentage specified in §2.02 below of Area Median Income (AMI) as determined by the US Department of Housing and Urban Development and adjusted for family size at the time of the lease of the unit who otherwise meet the requirements for eligibility set forth in the agreement. The following household members shall not be considered part of the household for purposes of determining annual income: foster children, live-in aides, children of live-in aides, unborn children, and children being pursued for legal custody or adoption who are not currently living with the household. A child who is subject to a shared-custody agreement in which the child resides with the household at least 50% of the time shall be considered part of the household for purposes of determining annual income.

Art. 1 COVENANT RUNNING WITH THE LAND; TERM OF DECLARATION; PROGRAM REQUIREMENTS

§1.01 *Covenant Running with the Land.*

OWNER HEREBY DECLARES that the Property is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions contained in this Declaration as an equitable servitude, and shall constitute benefits and burdens to the Owner and its successors and assigns and to all persons hereafter acquiring or owning any interest in the Project or Property, however such interest may be acquired.

§1.02 *Term of Declaration.*

All provisions in this Declaration shall remain in force and effect for the Affordability Period set forth below. Upon the expiration of the Affordability Period, City shall prepare and record a notice of termination of this Declaration.

Art. 2

AFFORDABILITY REQUIREMENTS

§2.01 *Affordability Period.*

a. Affordability Period. It is agreed that the Affordability Period for this Project under this Agreement is as stated above in the schedule on page 2. This period may be amended by agreement of the parties *provided however* that any reduction must be approved by City in its sole and absolute discretion for good cause shown and based on a determination that a reduction is in the best interests of the public, and further provided that any extension in this period must be approved by Owner in its sole and absolute discretion and without any obligation to do so.

§2.02 *Income and Rent Restrictions; units selected on floating basis.*

a. During the Affordability Period, Rent Restricted Units shall be set aside and rented to persons with the income limits stated above. The Rent Restricted Units to be occupied by qualifying tenants may be selected on a floating basis so long as the total number of units is continuously maintained.

b. Rents and utility allowances shall be collected as stated above, subject to §2.03.

§2.03 *Rent calculations and adjustments.*

a. Annual Updates of Utility Allowances. Owner must update the maximum allowance for utilities annually (if applicable), using the HUD Utility Schedule or otherwise determining the utility allowance for the Project based on the type of utilities.

b. Annual approval of rent schedules. Owner must submit rent schedules with respect to the Rent Restricted Units annually to the City.

c. Subsequent rents during the Affordability Period.

1. The maximum rent limits shall be annually recalculated as HUD determines fair market rents and median incomes and provides new maximums.

2. Owner shall provide City of HUD maximum rent adjustments as they are announced.

3. Changes in fair market rents and in median income over time should be sufficient to maintain the financial viability of the project.

d. Maximum Rent. Owner agrees that maximum rents charged shall not exceed those indicated in the Development Agreement. The maximum rent includes the applicable utility allowance and may be determined using the following formula.

Targeted AMI for family size /12 x Rent Target % = gross rent

e. Rent Increases. All rent increases with respect to the Rent Restricted Units in excess of **ten percent (10%) per year** of the then current tenant rent must be approved by the City. Owner shall give a minimum of forty-five (45) days written notice of an increase in rent with respect to the Rent Restricted Units.

Art. 3 TENANT SELECTION AND PROTECTIONS

§3.01 *Tenant Selection.*

a. Affirmative marketing; nondiscrimination. Owner shall adopt and follow written tenant selection policies in accordance with Nevada anti-discrimination laws, including but not limited to NRS 118A.010 – 120.

§3.02 *Reserved.*

§3.03 *Tenant Leases; termination of tenancy.*

a. Tenants must sign an initial one (1) year lease, unless mutually agreed by tenant and landlord.

b. Tenant leases are governed by NRS 118A.200 through 230.

c. Owner may not terminate tenancy or refuse to renew a lease of Rent Restricted Units except for (i) serious or repeated violation of the terms and conditions of the lease, (ii) for violation of applicable federal, state, or local law, (iii) or for other good cause, which does not include an increase in the tenant's income or refusal of the tenant to purchase housing.

§3.04 *Maintain unit habitability and comply with NRS Chapter 118A.*

a. Owner shall maintain all units in a habitable condition as defined in NRS 118A.290.

b. Owner shall comply with all applicable provisions of Nevada Landlord-Tenant law as it applies to dwellings. See NRS Chapter 118A.

Art. 4

PROPERTY MANAGEMENT

§4.01 Maintenance.

Owner shall keep the Project in a clean, well maintained condition, reasonable wear and tear excepted. Landscaping shall be watered and groomed, and free of debris. Sidewalks shall be kept free of snow and clutter. Buildings shall be kept painted and roofs shall be maintained. Trash shall be kept in appropriate enclosures.

§4.02 Compliance with laws.

Owner shall obtain and keep current all permits and licenses to construct, repair, operate and maintain the Project and shall comply in all material respects with all federal, state, and local laws and regulations.

§4.03 Safe and quiet environment.

Owner shall provide and reasonably enforce regulations to assure that tenants have a safe, secure, and quiet environment in which to live.

Art. 5 RECORDS, INSPECTIONS

§5.01 Records.

a. Sufficiency. Records must be sufficient to determine compliance with the requirements and objectives of this Declaration.

b. Record retention. Owner will maintain records for the most recent five year period, except as provided herein:

(i) Records must be retained for five (5) years after the completion date.

(ii) Records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five (5) years after the Affordability Period terminates or the loan is repaid, whichever is later.

(iii) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five (5) years after final disposition; and,

(iv) Records relating to real property acquisition shall be retained for the Affordability Period,

(v) *Provided, however,* that if any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records will be maintained until all litigation, or claims involving the records have been resolved, or audit findings involving the records have been received.

Art. 6 ENFORCEMENT AND REMEDIES

§6.01 Default.

A default under this Declaration occurs if there occurs a breach of this Declaration, subject to applicable force majeure, notice and cure period provisions herein.

§6.02 Notice and Opportunity to Cure.

If City believes that a default under this Declaration has occurred, it shall give the Owner and any limited partners, listed above in the “additional notices” section, notice in writing, and the Owner shall have thirty (30) business days to cure the default (or such other cure period as specified in the Development Agreement). If the Owner or a limited partner has commenced and is diligently pursuing a cure for the default, such cure period shall be extended as reasonably necessary to complete such cure.

§6.03 Remedies.

If a default occurs without excuse or discharge and remains uncured after written notice is provided to Owner thereof and the cure period specified in Section 6.02 has elapsed, City may exercise any one or combination of the following remedies, and the rights and remedies herein are cumulative so that the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default:

1. Seek injunctive relief for specific performance of rent restrictions or other obligations under this Declaration; and/or
2. If the default is related to the condition of the property or the treatment of tenants, City may expend funds to correct the default which shall constitute a lien on the Property under the provisions of NRS 108.221 through 108.246.

Notwithstanding anything to the contrary in this Declaration, City agrees that any cure of any default made or tendered by any member or partner of Owner shall be deemed to be a cure by the Owner and shall be accepted or rejected by City on the same basis as if made or tendered by Owner.

§6.04 Waivers.

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default,

or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or pursue any remedies. Waivers are binding on a party only if expressed in writing signed by an authorized officer of the waiving party.

§6.05 *Attorney's fees and costs.*

If either party brings any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs as determined to be just under the circumstances by the Court.

Art. 7

GENERAL TERMS

§7.01 *Time Frames and Deadlines.*

The parties agree to accomplish the actions within the time frames or deadlines stated above. Time is of the essence in the performance of the obligations in this Declaration. Unless otherwise specified: (i) the term “days” means calendar days; (ii) the term “business days” means days that both parties are open for business – generally excluding weekends and holidays recognized in Nevada; (iii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day of the recipient of the performance; and (iv) performance is due by 5 p.m. PST on the day of deadline.

§7.02 *Assignment, Transfer of Project; Binding Effect.*

a. This Declaration is a covenant running with the land and shall be binding on all future owners of the Property and their heirs, successors, trustees, representatives and permitted assigns.

§7.03 *Standards for Approvals; Further acts and assurances.*

a. Unless otherwise specified (such as with the words "sole discretion") wherever this Declaration requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld delayed or conditioned.

b. The Carson City Board of Supervisors is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery, or are arbitrary, capricious or an abuse of discretion.

c. Owner and each successive owner of the Property shall take all reasonable actions and enter into, execute, and deliver all documents reasonably required by the other party to carry out the terms of this Declaration, provided that no such action or documentation shall result in a material change to the terms and conditions of this Declaration, or, if applicable, the Development Agreement, or any document executed in connection therewith or any greater liability of Owner or its affiliates. This provision survives the termination of this Declaration.

§7.04 *Notices.*

a. Notices hereunder must be in writing which shall be mailed or personally delivered to each party at the address specified above or to a successor owner at the Property address. Notice is deemed received by the other party upon the earlier of (i) when actually received; (ii) three (3) business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail; or (iii) two (2) business days after having been submitted for delivery by reputable overnight courier. Failure to provide copies of additional notices as set forth herein does not affect the validity of notices to the property owner.

b. So long as Owner owns the Property, copies of notices shall be provided as specified above. Failure to provide copies does not negate or impair the notice given to a party.

§7.05 *Severability.*

In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending provision shall be deemed, from the very beginning, to have been modified to the extent to bring it within the limits of validity or enforceability. If, however, such offending provision cannot be so modified, then it shall be severed from this Declaration. In either event (modification or severance), all remaining words, phrases, clauses, and provisions herein remain fully enforceable.

§7.06 *Applicable law; Jurisdiction.*

The interpretation and enforcement of this Declaration shall be governed by the laws of Nevada. Actions to enforce this Declaration shall be brought in the First Judicial District Court in and for Carson City, Nevada.

§7.07 *Interpretation of this Agreement.*

Titles and headlines of this Declaration are intended for editorial convenience and are not to be construed as a part of this Declaration. The word “include” or “including” is not intended as a limitation and shall be construed to include the words “but not limited to.” Unless otherwise specified, the word “herein” means anywhere in this Declaration or the attachments. Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural. The Parties hereto were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to

its contents. No presumptions against or in favor of any party are appropriate based on who drafted this Declaration or any provision herein.

§7.08 *Warranties of Authority.*

Each party who signs this Declaration represents and warrants that he/she has obtained all necessary approvals and has actual authority to execute this Declaration with the effect of binding his/her principal.

§7.09 *Modifications; Authority to administer and approve changes.*

a. This Declaration may not be modified or amended, and no waivers are effective unless expressed in writing and duly signed by the party to be bound by the modification, amendment, or waiver.

b. Each Authorized Representative, acting alone, shall have the authority to execute all deeds, escrow instructions, settlement statements, title insurance instructions, agreements, notices and other instruments necessary to effectuate the purposes of this Declaration, and each Authorized Representative may accept all performances, and waive or negotiate remedies for defaults and implement this Declaration *provided, however that* any such action that materially or substantially changes the uses or development permitted on the Property, reduces the amount owed or adds to the cost incurred by a party shall require the consideration of and written consent of the governing body of the party. For example, and subject to the foregoing limitation, each Authorized Representative, acting alone, shall have the authority to (i) issue interpretations, grant waivers, and/or enter into certain amendments to this Declaration on behalf of his/her principal ; (ii) agree to loan assumptions, contract assignments or substitution of parties; (iii) enter into subordination agreements or estoppels to evidence that this Declaration is subordinate to any applicable senior financing; (iv) execute other documents as reasonably requested by any tax credit investor or senior financing lender in order to effect a closing of the financing of the Project; (v) waive or modify any insurance requirements set forth herein if (A) such insurance is determined by such Authorized Representative not to be commercially available on commercially reasonable terms or (B) the insurance obtained by Developer, subject to such waiver conforms to the requirements of all applicable senior lenders; (vi) extend times of performance under this Declaration; and (vii) initiate and settle any litigation to enforce the provisions of this Declaration.

§7.10 *Entire Agreement; Counterparts.*

This Declaration shall be effective on the date it is duly executed by all of the parties. The parties agree that this Declaration, together with its attachments, contains the entire agreement of the parties and supersedes any written or oral representations, promises, warranties, or other undertakings made during the negotiation of this Declaration. This Declaration may be executed in counterparts and is effective when each party receives a complete set of counterpart signature pages.

/////////////////////////counterpart signature pages follow////////////////////////////////////

Declaration of Restrictive Covenants
(Sierra Lofts 9% Project)

Counterpart Signature Page

OWNER:

SIERRA FLATS SENIOR, LP, a Nevada limited partnership

By: Sierra Flats Senior LLC, a Nevada limited liability company, its General Partner

By: Oikos Development Corporation, a Missouri nonprofit corporation, its Manager

By: _____
Michael Snodgrass, its Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2021 before me, _____, Notary Public, personally appeared Michael Snodgrass, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

Declaration of Restrictive Covenants
(Sierra Lofts 9% Project)

Counterpart Signature Page

CITY:

CARSON CITY, a consolidated municipality

By _____ Date _____
Lori Bagwell, Mayor

STATE OF NEVADA)
)
CARSON CITY) Acknowledgement in Representative Capacity
) (NRS 240.1665)

This Instrument was acknowledged before me on _____
by LORI BAGWELL as Mayor of the City of Carson City.

Notary Public

Approved as to Legal Form
Carson City District Attorney

By _____
Deputy

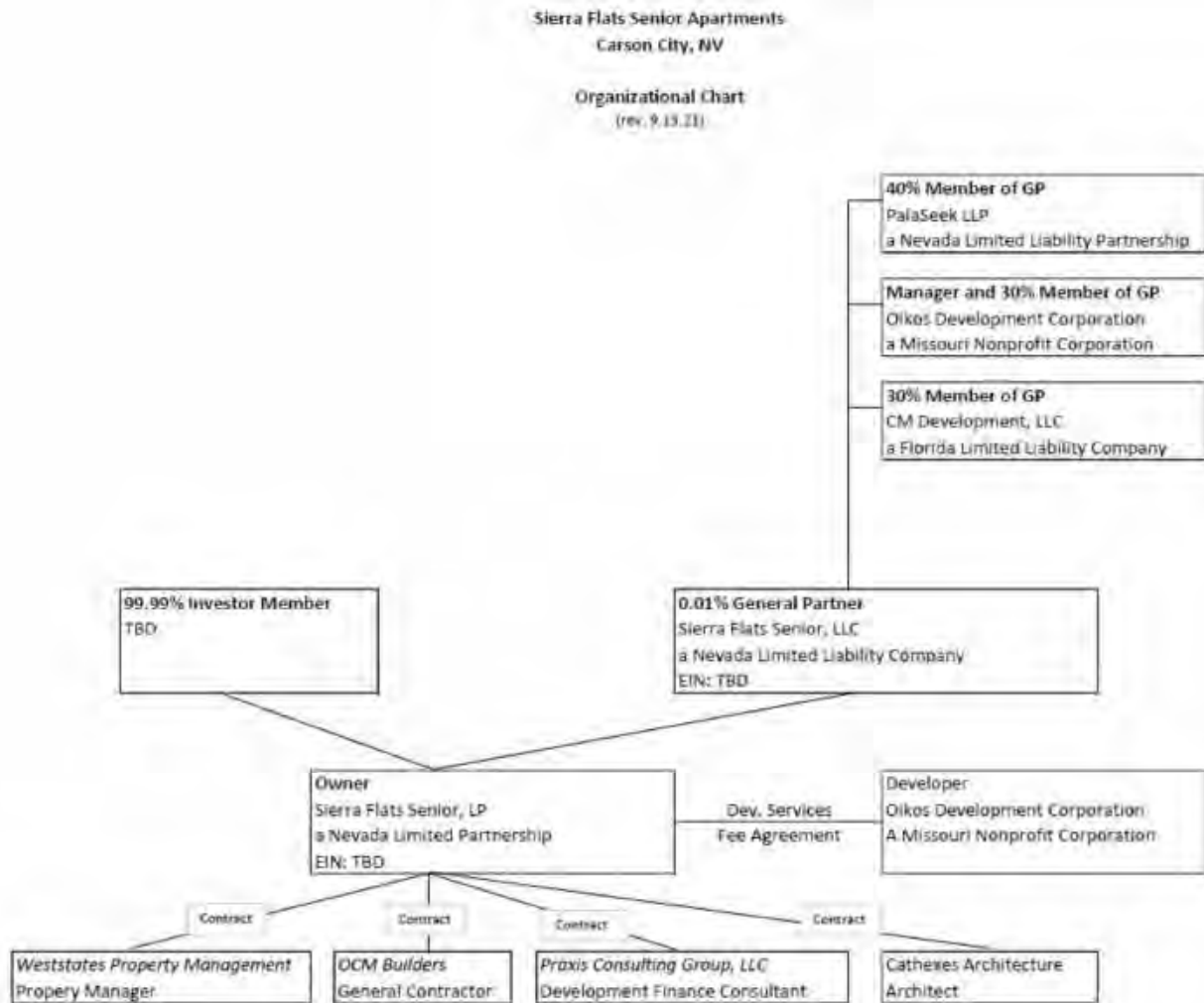
EXHIBIT A
LEGAL DESCRIPTION

[TBD]

DRAFT

Exhibit D

List of Owners and Share of Ownership



REQUEST FOR PROPOSALS
RFP# 19300056
Development of 3410 Butti Way (APN 010-037-04)
for Affordable/Workforce Housing

ADVERTISED RFP# 19300056 Development of 3410 Butti Way (APN 010-037-04) for Affordable/Workforce Housing

RELEASE DATE: September 12, 2019

Carson City invites qualified and experienced proposers to submit proposals for the **Development of 3410 Butti Way (APN 010-037-04) for Affordable/Workforce Housing**. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

RFP DOCUMENTS may be obtained from the Carson City website <http://www.carson.org/Bids>

PROPOSALS shall be submitted to the **Carson City Purchasing and Contracts**, 201 N. Carson Street, Suite 2, Carson City, Nevada 89701, by no later than 2pm on October 24, 2019.

RECOMMENDATION FOR AWARD will be made by the Public Works Department, based on the evaluation results of the City Review and Selection Committee. Once the committee has made a recommendation, no more than the three highest ranked proposals will be presented to the Board of Supervisors for final selection.

FINAL SELECTION will be made by the Carson City Board of Supervisors, and is tentatively scheduled for November 21, 2019. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the Carson City Board of Supervisors shall be deemed final. The results will be posted on the City's website www.carson.org/bids and all respondents will be notified by e-mail of the recommendation for award to the successful respondent.

1. INTRODUCTION:

Carson City ("City") is pleased to announce a development opportunity located on one City property ("Project Site") located on Butti Way in Carson City, Nevada. The City seeks experienced affordable housing and workforce housing development teams meeting the qualifications described in this RFP that have demonstrated their ability to design, build, and manage quality affordable/workforce housing projects in Carson City or within the State of Nevada to submit proposals for the Project Site. This RFP is a solicitation of creative proposals that best serve the public good, meet local affordable housing needs, and make the best public use of valuable City assets.

The City seeks proposals that demonstrate an understanding of the Carson City community and its housing needs, the unique opportunities of the surrounding neighborhood, and that would provide a high quality affordable/workforce housing development on the Project Site. Proposals must conform to Multi-Family Apartment (MFA) zoning requirements and development standards.

The site that is subject to this RFP consists of a portion of 3410 Butti Way (APN 010-037-04) totaling approximately 6.31 acres of vacant land. The remaining approximately 1.5 acres of APN 010-037-04 is being reserved for a potential fire station. See a map of the Project Site below and **Attachment A** for a larger version of the same. The site is owned by the City and is located north of the Public Works Corporate Yard and south of an existing residential development.



The City anticipates that once the RFP is released, the RFP solicitation and review process will take approximately two and a half months, after which time staff will recommend no more than three proposals to the Carson City Board of Supervisors for negotiation of the appropriate agreement. While the dates and schedule stated in this RFP represents the City's preferred timetable, it shall not be considered binding upon the City nor construed as a contract with or commitment by the City.

The project site will be offered "as is, where is" to the selected proposer, who, except as otherwise provided in this RFP, shall have full responsibility for obtaining all required approvals for their project, including environmental studies, site survey, environmental remediation, if needed, site preparation, permits and any other predevelopment costs. Any property tax liability following the selected proposer taking possession of the Project Site shall be the sole responsibility of the selected proposer.

- 1.1. A mandatory pre-proposal meeting and site tour will be held on October 1, 2019, at 10:00 AM, and will begin at the Public Works Administrative Office located at 3505 Butti Way followed by a visit to the site. The purpose of the pre-proposal meeting is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official and will

be included as part of the RFP as an addendum. Carson City uses the Nevada Government Electronic Marketplace (NGEM) to facilitate bidder registration, solicitation publishing, and to transact solicitations electronically. Written questions may be submitted directly to Purchasing and Contracts Administrator.

- 1.2. A City Review and Selection Committee created for this specific purpose will evaluate the proposals submitted. The City Review and Selection Committee will consist of a variety of City staff from various disciplines (Community Development, Public Works, Fire Department, Health Department) and a member from an outside government agency with experience in similar projects.
- 1.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposer, or to allow corrections of errors or omissions.
- 1.4. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between Carson City and the proposer selected.
- 1.5. There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews (if required) in response to this Request for Proposals.
- 1.6. Without limiting any of its rights under any other provision, Carson City reserves the right to terminate any agreement resulting from this solicitation for cause, including, but not limited to, inadequacy of performance.
- 1.7. Pursuant to NRS Chapter 239, unless otherwise noted, all documents submitted in response to this RFP will be considered public records and will be made available to the public upon request. Proposals will be available upon request for review. Please do not submit any information to the City that you wish to keep confidential.

2. CARSON CITY CONTACT PERSON:

- 2.1. Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential proposers will receive copies of all questions and answers through Carson City's website except for the questions that are considered proprietary. Questions will only be received through 5:00pm October 4, 2019.

Carol Akers
Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701
775-283-7362
e-mail: cakers@carson.org

- 2.2. With the exception of the mandatory pre-proposal meeting, all contact regarding the proposal should be with the above-named individual only. Proposers contacting other

City staff, City officials, members of the Carson City Board of Supervisors, may be disqualified for doing so.

3. BACKGROUND INFORMATION:

Carson City, officially the Consolidated Municipality of Carson City, is the capital of the US state of Nevada, named after the Carson River which is named after the mountain man Kit Carson. Carson City is located between Reno and Minden in Northwestern Nevada. Approximately 146 square miles in size, the City is uniquely situated just east of Lake Tahoe.

The City is governed by a five member Board of Supervisors. The Mayor and four Supervisors making up the Board of Supervisors are elected by and accountable to the voters. The City is administered by a City Manager appointed by the Board of Supervisors. Carson City provides a full array of municipal services. The State Demographer's estimated population as of July 1, 2018, is 56,057.

The following documents are available on the County's website (www.carson.org), providing a more in depth understanding of the City's demographics and housing challenges:

- Carson City Master Plan (www.carson.org/masterplan)
- Carson City Municipal Code
(https://library.municode.com/nv/carson_city/codes/code_of_ordinance)
 - o Title 18 Zoning
 - o Title 18 Appendix for Carson City Development Standards
- Master Plan for the Carson City Corporate Yard and Wastewater Treatment Plant
(<https://carson.org/home/showdocument?id=67383>)

The City's primary goal is to have the Project Site developed in a manner that encourages production of affordable/workforce housing within the City, in accordance with State law.

4. SCOPE OF WORK:

The City seeks knowledgeable, financially sound and experienced providers of affordable housing that will meet the current and future need of lower-income residents. The City wishes that proposed project provides a mix of affordable to lower-income households at various levels, and include units that could be reserved for and/or generally available to special needs households, which may include seniors, veterans, disabled adults, homeless or at-risk households.

4.1 Development Objectives

The City has identified the following objectives for this Project:

4.1.1 Affordability

A number of units shall be affordable to households serving at or below 30% Area Median Income and at 60% Area Median Income. A majority of the units shall be affordable to households serving at or below 80% Area Median Income. Strong consideration will be given to proposals serving a range of household incomes. Income

levels are defined using the Department of Housing and Urban Development (HUD) income limits (<https://www.huduser.gov/portal/datasets/il.html>).

4.1.2 Project Size

Proposed development may include up to the maximum allowable number of units consistent with the land use policies, objectives, guidelines, and goals of this RFP. It is expected that due to site constraints the maximum number of units will be approximately 160 multi-family units.

4.1.3 Unit Size and Tenure

All units are expected to be rental units. Proposals shall explain the basis for the proposed mix of unit sizes in the development and its relationship to the target tenant population described in the proposal.

4.1.4 Length of Affordability Term

The City desires long term affordability requirements with a minimum of 50 years. This may be in the form of a deed restriction and required reporting. Proposals shall provide mechanism to ensure that the property is being used for affordable housing.

4.1.5 Terms of Land Conveyance

The City will consider providing the land to qualified proposers of the site through possessory interest or through long-term lease, based on the details of the proposer's proposal and subject to applicable laws related to the disposition of City property.

4.1.6 High-Quality Development

Development of the Project Site ("Project") must include high quality design, materials, and construction. The architectural character must meet community expectations by engaging the community both physically and aesthetically. The Project must comply with the standards of architecture, materials, and construction defined in the Carson City Municipal Code, Title 18 (Zoning), and Title 18 Appendix, Development Standards.

4.1.7 Sustainable & Energy Efficient

In addition to high-quality development, the City expects that the Project will achieve sustainability and energy efficiency goals that meet or exceed the minimum requirements of the 2018 Edition of the International Energy Conservation Code, as may be amended by Carson City. The Project should use environmentally-friendly and sustainable principles in project design and construction.

4.1.8 Distinctive Community Character and Input

The Project should be attractive and compatible with the character of the neighborhood and larger community, both aesthetically and functionally, and consistent with land use and zoning requirements. Proposals should include ways to involve the community in the development of the site and the physical design of the project.

4.1.9 Local Preference

To the extent possible, the Project should include a preference for both Carson City residents and employees in accordance with State and Federal laws. Strong consideration will be given to proposals that serve workforce housing and require tenants be working within the Carson City boundaries.

4.1.10 Compressed Timeline

The City seeks to have the Project developed as soon as is practical. Therefore, proposals will be judged on the practicality of timeline and the proposer's demonstrated adherence to time schedules, as well as its ability to obtain all necessary plan approvals, financing and construction commitments so that construction may commence as soon as possible.

4.1.11 Eligible Proposers

NRS 244.284 authorizes Carson City to lease or convey its property to a corporation for public benefit and NRS 244.287 authorizes Carson City to convey its property to a nonprofit organization for the development of affordable housing. Proposers may suggest proceeding under other applicable statutes. Proposers proceeding under NRS 244.287 should address NRS 244.287(3) or alternative conveyance/lease solutions if the project proposal includes housing for families whose income exceeds 80 percent of the median gross income of Carson City, as defined by HUD. Under NRS 244.287, if the nonprofit organization or its assignee fails to use the property to provide affordable housing pursuant to the agreement, the Board of Supervisors may take reasonable action to return the property to use as affordable housing.

Eligible proposers under this RFP may include one entity or a team of several entities, including any of the following: a corporation for public benefit or non-profit housing Developers, joint ventures, resident services or other services agency. Application that include several entities must include a lead entity which has demonstrated experience and capacity in the development and management of affordable housing, and must have successfully completed affordable housing projects of similar size and complexity as the proposed project, within Carson City or the State of Nevada within the past fifteen years, to be eligible to submit a proposal. Proposers with prior experience building residential projects in Carson City are encouraged to submit proposals.

4.2 Site Information

4.2.1 Site Description

The Project Site for potential development as affordable/workforce housing includes a portion of a single parcel totaling approximately 6.31 acres located north of Butti Way. The project is in close proximity to the Public Works Corporate Yard, the Wastewater Reclamation and Treatment Facility, the Nevada Humane Society future residential development and park site, and a potential future fire station. Disclosures may be required to be recorded with the final map that addresses proximity to these facilities as well as proximity to mosquito habitat. The successful proposer shall confirm the exact

site area by commissioning a survey of the Project Site during the due diligence phase. The parcel is accessed from Butti Way.

- Sanitary Sewer is available within Butti Way along the east portion of the parcel, ending approximately 650 feet from the east property line. Proposer will be responsible for extending sanitary sewer to connect to the Project Site. There is also a sewer main crossing the site which must be accommodated by the design or relocated at the proposer's expense.
- Water Service is available within Butti Way. Proposer will be responsible for extending water to connect to the Project Site.
- There are two storm drainage channels on the parcel and a detention basin.
- Electricity and other utilities are located in proximity to the site. All utilities to serve the Project Site must be extended underground.
- Flood Zone Designation is X and X-shaded, and there is a small area of zone AE along the west boundary of the parcel.

4.2.2 Development Standards

The project site is currently zoned Public Regional and has a Master Plan Designation of High Density Residential. Upon successful selection of a project, the City will process a Zoning Map Amendment to Multi-Family Apartment. The Carson City Master Plan, Carson City Municipal Code, Title 18, Title 18 Appendix Development Standards, and Carson City Standard Details are the current controlling documents prescribing development requirements for the site. Development standards for multi-family development are located in the Title 18 Appendix, Development Standards Division 1.17 (Multi-family apartment development standards). Development Standards related to the civil site design are in Divisions 12 to 22. Proposers are encouraged to obtain copies of these documents.

- Maximum Density allowed is 1,200 square feet of land per one-bedroom or studio unit and 1,500 square feet of land per two- or more-bedroom units.
- Maximum height is 45 feet, as measured per the 2018 Edition of the International Building Code.
- Rear setback (adjacent to existing single-family residential neighborhood) is 20 feet, provided also that each story above the first floor must be setback an additional 10 feet per story.
- Front setback is 10 feet, provided also that each story above the first floor must be setback an additional 10 feet per story.
- The parking requirement for multi-family residential development is two spaces per dwelling unit. However, the City will consider a reduced parking requirement as an alternative based on the type of affordable units provided and based on a parking analysis from an accredited source, provided by the proposer, showing that the amount of parking provided is adequate for the proposed Development.
- Butti Way must be improved along the Project Site frontage in compliance with the Carson City Corporate Yard Master Plan and City development standards, including curb, gutter, and sidewalk.
- The project will be required to provide a traffic impact study evaluating the level of service at the surrounding intersections. Roundabouts are planned at the intersection of Airport Road and Butti Way and at the intersection of Airport Road and E 5th St. The City also anticipates that traffic impact study will show the

need for mitigation at the intersection of Fairview Drive and Butti Way. The project will be required to contribute their pro rata share of the cost of these improvements.

- If new streets are proposed for the project, the streets must meet Carson City Standard Details for street sections.
- New driveways and streets should line up with existing driveways across Butti Way to the extent practicable.
- At the time of application for a construction permit or tentative map, a water main analysis will be required to show sufficient pressure and fire flows are available for the project.
- At the time of application for a construction permit or tentative map, a sewer main analysis will be required to show sufficient capacity is available for the project.
- At the time of application for a construction permit or tentative map, a drainage study will be required to show required areas of detentions, or to justify the lack of detention based on the capacity of the existing drainage system and proximity to the Carson River.

4.2.3 Site Control/Environmental Conditions

The City had a Phase I Environmental Site Assessment completed on April 16, 2019, which revealed a roadway that once bisected the central portion of the Property from southwest to northeast from at least 1953 to 1980 and appears to correlate with the location of observed mounds/depressions and various trash. Half-buried trash and litter scattered about the central portion of the property indicate possible dumping on site. Therefore, a further evaluation for potential buried debris was prepared under the auspices of a Reuse Plan completed on June 28, 2019. Based on field testing completed, the debris and trash observed during the Phase I Environmental Site Assessment appeared to be isolated to the surface soil. Therefore, no additional action was recommended.

The Reuse Plan is attached as **Attachment B**.

4.2.4 Entitlements

Except for the rezoning of the property, the selected proposer will be responsible for obtaining all necessary entitlements, including completion of an administrative Major Project Review for the Project prior to the final development agreement approval by the Board of Supervisors (see Section 6.2 regarding Development Agreement). The City will assist with the process to the maximum extent possible, recognizing that ultimate decision-making will be with the Carson City Planning Commission (if applicable) and the Board of Supervisors.

4.2.5 Connection and Building Permit Fees

Proposer will be responsible for all connection fees to water and sewer and building permit fees.

4.2.6 Value of Land/Appraisals

The City obtained an appraisal of the subject property on May 8, 2019. The appraisal was based on approximately 6.31 acres and on the assumption that the property will be

rezoned from PR to MFA. The market value conclusion was \$755,000. Development proposals shall include proposed sale (or other proposed possessory interest) amount and terms. The appraisal is attached as **Attachment C**.

4.2.7 Legal Matters

All legal rights and obligations between the selected proposer and the City will come into existence only when an agreement is fully executed by the parties and then approved by the Board of Supervisors. Each respondent to this RFP agrees that the preparation of all materials for submittal to the City and presentations are at the respondent's sole cost and expense, and the City shall not, under any circumstances, be responsible for any costs or expenses incurred by respondent. In addition, each proposer agrees that all documentation and materials submitted with a proposal shall remain the property of the City.

5. RFP REQUIREMENTS:

5.1. Submission of RFP Proposals:

- 5.1.1. Submission of a proposal must include five (5) hard copies of the proposal and an electronic copy (pdf document). A proposal must include a title page showing the RFP subject, the firm's name, address, and telephone number, and an email of a contact person. Proposals must be received on or before the date and time set for receipt of proposals.
- 5.1.2. Proposals must also include a one page cover letter signed by the proposed project manager for the project. If proposer consists of a team of several entities, and authorized representative of each entity shall sign the cover letter. The letter shall state that the Project Manager will not be removed from the project without permission of the City or the consultant may forfeit the project. The cover letter is not included in the page count.
- 5.1.3. Proposals shall be clear, straightforward, and not exceed 20 pages, or 10 double sided pages in length, exclusive of the title page, cover letter, table of contents, resumes, and any conceptual plan sheets.
- 5.1.4 Submit proposals in a sealed envelope to:

Carol Akers
Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

Envelopes shall be clearly labeled with the project name and RFP number.

5.2 Proposals shall contain the following information:

5.2.1 Project Experience: Provide up to five (5) examples that demonstrate successful affordable housing projects in urban environments. Please include the following information for each past project example:

- a. Location and photographs;
- b. Identify the number of units, the mix of units, the unit sizes, number of square feet and any customer survey/satisfaction information;
- c. Present the total development cost, and identify the amount of debt and the amount of equity used to finance project and the economic returns achieved;
- d. Identify the key development team members; if any team members are different from the team being proposed for this project, provide an explanation of why the new team member(s) were selected;
- e. Identify any community uses incorporated into the project, or other benefits to the community at large or the specific neighborhood, which were part of or resulted from the project; and
- f. Identify long-term property management approach for projects and current vacancy rates.

5.2.2 Technical Capacity: Provide an organizational chart describing the entities and key personnel on the proposer's team, resumes for lead personnel, and a brief description of similar projects completed by the team in the past fifteen years.

5.2.3 Project Approach: Provide a narrative description of the general development concept proposed for the Project Site, addressing the details noted in the *Development Objectives* and *Site Information* Sections of this RFP, such as unit mix, target clientele, length of affordability, etc. Describe how the proposed concept addresses the objectives listed in this RFP. Provide renderings or graphic portrayals of the proposed concept that addresses the objectives listed in this RFP. Provide information regarding the long term maintenance of the project.

5.2.4 Financial Information:

- a. Financing Narrative: Provide a narrative describing the proposed financing structure. Multiple options and strategies may be discussed, but the narrative should explain your expectations for feasibility and reasoning for using various structures. Proposals shall specify a proposed purchase price for the land, or propose some other possessory interest.

If any City funds are contemplated in the proposal's financing plan, the proposer must indicate what type of funding is proposed, the amount requested, and the proposed use(s) of such funds (i.e., predevelopment, soft costs, and/or construction). Proposers must also include a timeline indicating when such funds would be required by proposers.

If the proposed financing plan includes federal funding such as HOME, CDBG, or Section 8, include costs and time for compliance with all applicable federal requirements (Section 3, Davis Bacon, URA, NEPA, etc.) in pro forma and timeline.

- b. Financial Pro Forma: Submit a pro forma analysis, identifying anticipated construction costs, operating income, operating expenditures, capitalization rates, and other relevant information.

If multiple scenarios are discussed in the Financing Narrative due to projected project-based rental assistance or other variables, proposals may describe resulting variations in the narrative, or may (but are not required to) submit additional pro formas. Proposers may also submit multiple separate budgets corresponding to multiple development phases, if the phases are expected to be financed separately.

IMPORTANT NOTE: *Please note that the City is not seeking to make its selection of a proposal based on the "lowest cost" submission. The City is seeking efficient, cost-effective design, with realistic cost assumptions to achieve that design.*

5.2.5 Estimated Project Schedule (Milestones): Proposals shall include a detailed project development schedule through completion that contains time and performance benchmarks. Include all phases of the project, including acquisition, entitlements, design, construction, marketing, and tenant selection.

5.2.5 Other Items: Include a detailed community outreach plan, proposed tenant selection plan for the project, additional services or amenities.

6. PROPOSAL EVALUATION AND SELECTION

The Carson City Board of Supervisors has ultimate responsibility for determining the responsiveness of the proposals and selecting a proposer, with the assistance of the City Review and Selection Committee. There is no guarantee that the City will select any of the respondents to develop the Project and any Proposals shall be submitted at a proposer's sole risk and cost.

6.1 Evaluation Criteria

The City Review and Selection Committee will evaluate proposals received by the submittal deadline based on the qualifications of the proposer, how well the proposed project concept(s) addresses the goals and objectives of this RFP and the City's Master Plan, the zoning ordinance, and other land use and/or policy documents. The City Review and Selection Committee will award points based on the evaluation criteria listed below. The scores issued by the City Review and Selection Committee shall be advisory to the Board of Supervisors, serving as an evaluation tool in the selection process, but shall not limit the City's discretion in final selection of a proposer, and may not be appealed by the proposers or any other party for any reason. A maximum of three, top-ranked proposals will present their projects to the Board of Supervisors.

The following categories will be evaluated in the selection process:

- A. Project Experience: Proposer demonstrates experience with similar projects, and has an excellent performance record. **(15 points)**
- B. Project Manager: Demonstrates experience and abilities. **(5 points)**

- C. Technical Capacity: Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization. **(20 points)**
- D. Project Approach: Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed project. Proposer demonstrates insightful approach to the project design. **(30 points)**
- E. Financial Information: Demonstrates financial feasibility and leverage of public funds. **(15 points)**
- F. Estimated Project Schedule: Provides practical timeline for construction to commence as soon as possible. Shows consideration in time schedules for necessary plan approvals, financing and construction commitments. **(10 points)**
- G. Other Items: Provides thoughtful strategies for community outreach plan, proposed tenant selection plan for the project, additional services or amenities. **(5 points)**

6.2 *Selection and Negotiation Process*

Following the Board of Supervisors approval of a proposal, the selected proposer will be authorized to work with City staff to further develop the project proposal, begin the land entitlement process, conduct community outreach, and negotiate a Development Agreement. The Development Agreement would establish the preliminary terms for the sale/other possessory interest (as proposed), loan and regulatory agreements, and other project prerequisites. The Development Agreement must be approved by the Board of Supervisors.

Following Board approval of the Development Agreement, the selected proposer would complete the land use entitlement process (as needed), finalize its financing of the project, and obtain the City building permits and other agency approvals. This step is subject to further refinement upon discussion with the selected proposer.

6.3 *Limitations/Disclosures*

The City will select a proposal based on responses to the RFP. If subsequent negotiations with the selected proposer do not proceed in a timely or satisfactory manner, the City may, in its sole discretion, reject the proposal, and the City may select an alternative proposal or reissue the RFP. Selection of a proposal in no way obligates the City to enter into a Development Agreement with the selected proposer. All agreements must be approved by the Board of Supervisors. The final selection will be made solely by the City. **The City reserves the right to request additional information from proposers, reject any and all submittals, waive any irregularities in the submittal requirements, or cancel, suspend or amend the provisions of this RFP at any time.**

7. **ANTICIPATED RFP SCHEDULE:**

- Release RFP September 12, 2019
- Mandatory Pre-Proposal Meeting 10:00 AM October 1, 2019
- Deadline to Submit Written Questions 5:00 PM October 4, 2019
- Response to Questions Posted by October 10, 2019
- **RFP Submittal Deadline 2:00 PM October 24, 2019**

- Notice of Ranking for Top Three
- Board of Supervisors Final Selection

November 7, 2019
November 21, 2019

8. RIGHT TO REJECT PROPOSALS:

- 8.1 Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP unless otherwise clearly and specifically noted in the proposal submitted and incorporated into the contract between Carson City and the selected proposer.
- 8.2 Carson City reserves the right to reject any or all proposals, and to select the proposer that the City, in its sole discretion, deems most qualified and whose selection will serve the best interests of the City.
- 8.3 Late proposals will not be accepted. Proposals will be deemed timely submitted if actually received by Carson City Purchasing and Contracts on or before the designated time and date. Prospective proposers are responsible for ensuring that their proposals are timely delivered.

9. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn at any time up to the opening and acknowledgment upon written notice to the Carson City Purchasing Office.

10. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

The selected proposer shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

11. OPEN MEETING LAW:

Proposers should be aware that NRS Chapter 241 provides that public business shall be conducted in an open meeting.

Attachment A: **Project Site Exhibit**

Attachment B: **Reuse Plan**

Attachment C: **Appraisal**

***** END OF DOCUMENT *****

ATTACHMENT A - APN 010-037-04



Property Information

Property ID 01003704
 Location 3410 BUTTI WY
 Owner PROPERTY MANAGEMENT,CARSON CITY
 Acres 7.81



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018



Reuse Plan Vacant Parcel

**3410 Butti Way
Parcel ID 010-037-03
Carson City, Nevada 89701**

Converse Project No. 18-23112-01

June 28, 2019

Prepared For:

**Northern Nevada Development Authority
704 West Nye Lane, Suite 201
Carson City, Nevada 89703**

Prepared By:

**Converse Consultants
1020 South Rock Boulevard
Suite A
Reno, Nevada 89502**



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

ATTACHMENT B

June 28, 2019

Northern Nevada Development Authority
704 West Nye Lane, Suite 201
Carson City, Nevada 89703

Attn: Mr. Andrew Haskin
Director of Business Development

Subject: Reuse Plan
Vacant Parcel
3410 Butti Way
APN 010-037-03
Carson City, Nevada
Converse Project No. 18-23112-01

Dear Mr. Haskin,

Converse Consultants is pleased to submit this Preliminary Reuse Plan for the vacant parcel located at 3410 Butti Way in Carson City, Nevada. The information provided in the reuse plan is intended as a resource for future more formalized planning and to facilitate contractor interactions with Carson City as the City moves forward with development.

We appreciate the opportunity to be of service. Should you have any questions or comments regarding this report, please contact the undersigned at 775-856-3833.

CONVERSE CONSULTANTS

Connor Welsh
Project Manager

Philip Childers, CEM
Senior Environmental Manager

Dist.: 2/Addressee and 1 copy via Electronic Mail (PDF Format)]

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Appendix E – Property Photographs
Appendix F – Endangered Species Study



1.0 Introduction and Purpose

The Northern Nevada Development Authority (NNDA) prepared this report to document findings and recommendations for short-term and long-term development planning at 3410 Butti Way in Carson City, NV. This report was prepared using funds provided under an U.S. Environmental Protection Agency (EPA) Brownfields Community-Wide Site Assessment Coalition grant awarded to the NNDA in October 2017.

As defined by the EPA, Brownfields are "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." The NNDA Coalition includes the Consolidated City and County of Carson City, and Douglas County, Nevada. The NNDA coalition is supported by the environmental consulting firm, Converse Consultants, located in Reno, Nevada. NNDA's Brownfields program seeks to promote sustainable economic growth by attracting new businesses to the region that will help attract high value businesses, create new job opportunities, and generate sales and property tax revenues to support and fund community services.

This report is intended for use by Carson City and its authorized representatives to begin the planning process and serve as a resource for future, more formalized planning endeavors; and, to facilitate development team and contractor interactions with the City with the goal of developing the property in the near future in a manner that is consistent with the City's Master Plan.

It should be emphasized that this report is intended to provide Carson City with the analysis of potential, viable alternatives for the redevelopment of the 3410 Butti Way property. This list of alternatives has been compiled based upon input from the Carson City Public Works – Engineering Division and the Carson City Community Development Department. This report will allow the City to focus future development efforts based on a review and selection of a recommended option(s).

Among the City's objectives for developing 3410 Butti Way are:

1. Addressing the housing shortfall in Carson City.
2. Increasing city tax revenues by raising property values.
3. Reducing the number of vacant properties.
4. Expanding employment opportunities for county residents.

The purpose of the Reuse Plan includes, but is not limited to:

- Developing a list of alternative uses for consideration by Carson City.
- Providing baseline information for use by stakeholders interested in the property's development.

2.0 Background and Context

On April 16, 2019, Converse Consultants prepared a Phase I Environmental Site Assessment at the vacant parcel located at 3410 Butti Way in Carson City, Nevada (the Property). The Phase I ESA was conducted in general conformance with the scope and limitations of ASTM Practice E1527-013. Converse was retained by the NNDA to conduct the Phase I ESA.

The Property is comprised of one (1) irregular shaped parcel, totaling 7.81-acres. The Property is located on the north side of Butti Way, approximately 72-feet northeast of the intersection of Butti Way and Airport Road and immediately north of the Carson City Public Works facility. According to the Carson City Tax Assessor's Office, the Property is identified as Parcel Number 010-037-04 and is currently owned by Carson City.

At the time of this assessment, the Property consisted entirely of vacant land. A dirt trail traverses through the northern portion of the property from east to west. An earthen ditch bisects the central portion of the Property which flows from north to south under Butti Way. Evidence of a disturbed area with mounds and depressions was observed in the northern-central portion of the Property along with trash and other solid waste (concrete slabs, car parts, cans, etc.). The western portion of the Property was partially submerged under water due to inclement weather.

Based on review of historical information, the Property appears to have been largely undeveloped, with the exception of a roadway bisecting the central portion of the Property from southwest to northeast from at least 1953 to 1980, with the location of observed mounds/depressions and trash appearing to correlate with the area of this former roadway.

The Phase I ESA revealed evidence of one (1) recognized environmental condition in connection with the Property as discussed below:

The roadway that once bisected the central portion of the Property from southwest to northeast from at least 1953 to 1980 correlates with the location of observed mounds/depressions and trash. Half-buried trash and litter scattered about the central portion of the Property indicate possible dumping on site.

Converse recommended and was tasked by NNDA to conduct limited site observations under the auspices of this reuse planning document, in the vicinity of the observed mounds/depressions and trash. Converse used an excavator to dig test pits to evaluate for potential buried debris. Field work was conducted during the week of June 17, 2019. No environmental conditions requiring further investigation or sampling were observed.

Clearing this property through this investigation will allow the City to proceed with the selection of a redevelopment option for this site.

3.0 Property Information

3.1 Property Owner/ Representative Contact Information

The Property is currently owned by Carson City. For more information, the following representative can be contacted:

Ms. Stephanie Hicks
Carson City Public Works Department
Direct: 775-283-7904
Email: SHicks@carson.org

3.2 Property Availability/ Sales Price

The Property consists of one parcel totaling approximately 7.81-acres. Please contact the Property Representative identified in Section 3.1 for sales price information.

3.3 Site Name, Location Information

The Property, known as the vacant parcel, located at 3410 Butti Way in Carson City, Nevada, on the north side of Butti Way, approximately 72-feet northeast of the intersection of Butti Way and Airport Road and immediately north of the Carson City Public Works facility. The Property included is presented in Figure 3.1.

3.4 Site Acreage

According to the Carson City Tax Assessor's Office, the Property is identified as Parcel Number 010-037-04, totaling approximately 7.81 acres, and is currently owned by Carson City.

3.5 Hub/Trade/Tax Credit Zone

According to the Carson City Planning Department, the zoning for the Property is PR (Public Regional). A zoning map of the parcel is included in Figure 3.2. Carson City Code of Ordinances 18.04.185 defines Public Regional as the following:

"PR means Federal, state and city facilities and uses whose main purpose is to sustain wide regional needs."

Based on a review of the HUB zone mapping available from the Small Business Administration (<https://maps.certify.sba.gov/hubzone/map#center>) the Property is not located in a HUBZone. The Small Business Administration defines a Redesignated area as the following:

“A redesignated area qualifies for a limited time as a HUBZone area. This is an important distinction. If or when a tract or county ceases to meet the qualifications for HUBZone status, due to changes in income, unemployment, or poverty data, it becomes a redesignated area. As a redesignated area, it qualifies as a HUBZone designated area for a period of three years. Importantly, when a tract or county is redesignated, its status in the HUBZone maps reflects the sunset date of the redesignation”

The HUBZone Map for the Property is included as Figure 3.3.

Based on the information reviewed from the New Markets Tax Credit Resource Center (<https://www.novoco.com/resource-centers/new-markets-tax-credits/data-tools/nmtc-mapping-tool>), the Property is located in an area shaded to represent “eligible and severe distress or non-metropolitan”. A map of New Market Tax Credit Zone designations in the area of the Property is included as Figure 3.4.



FIGURE 3.1
PROPERTY LOCATION MAP



Not to Scale

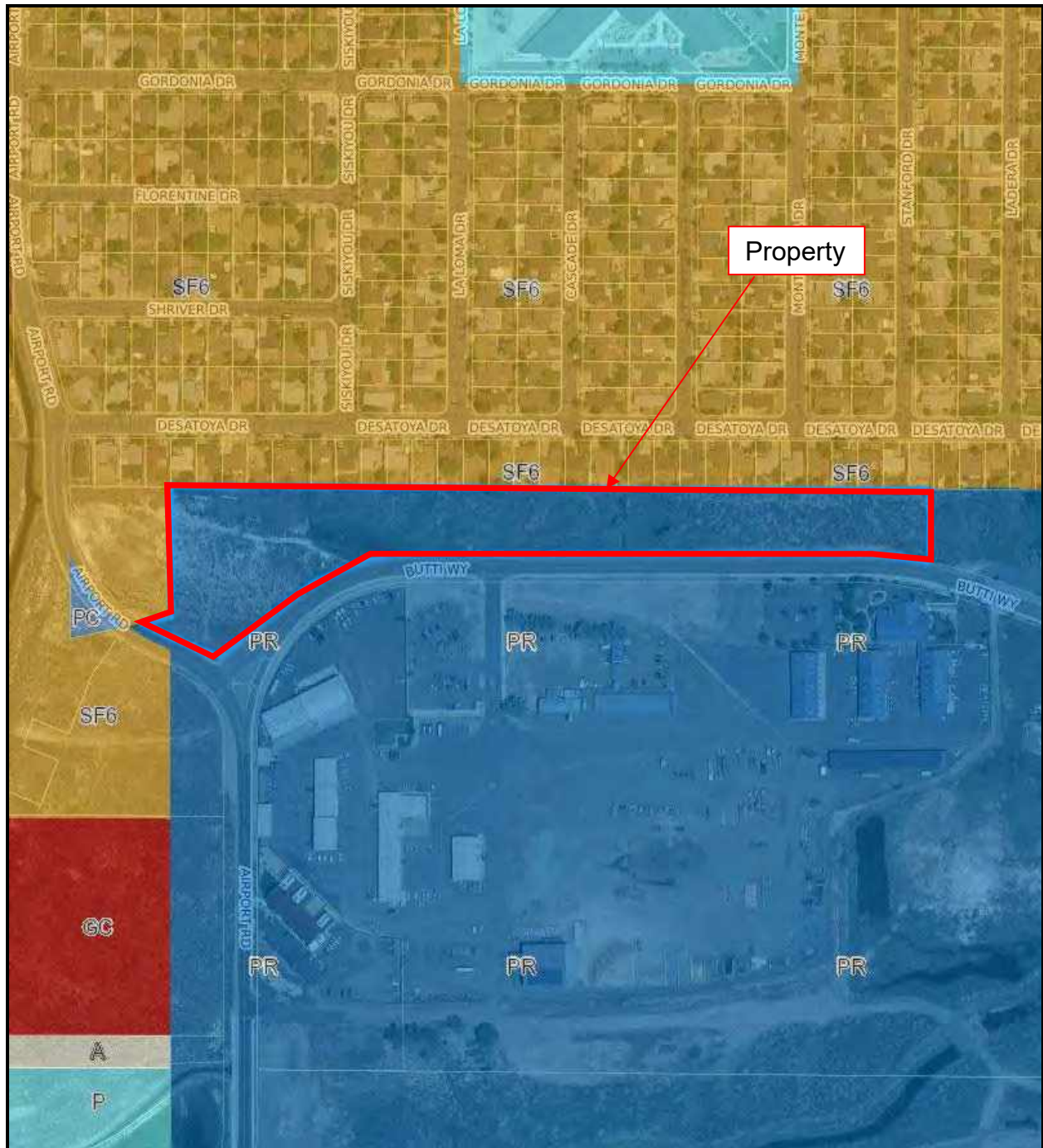
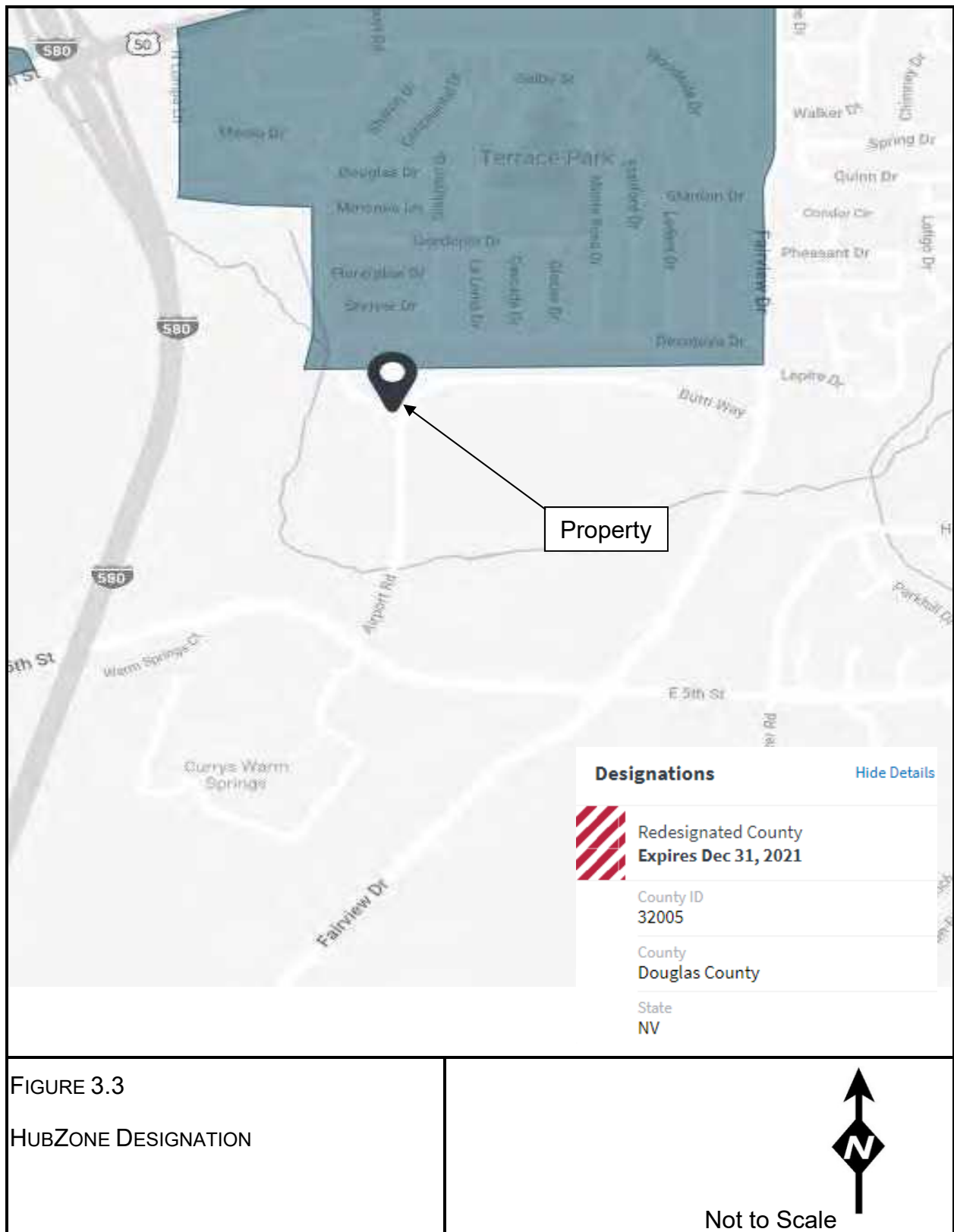
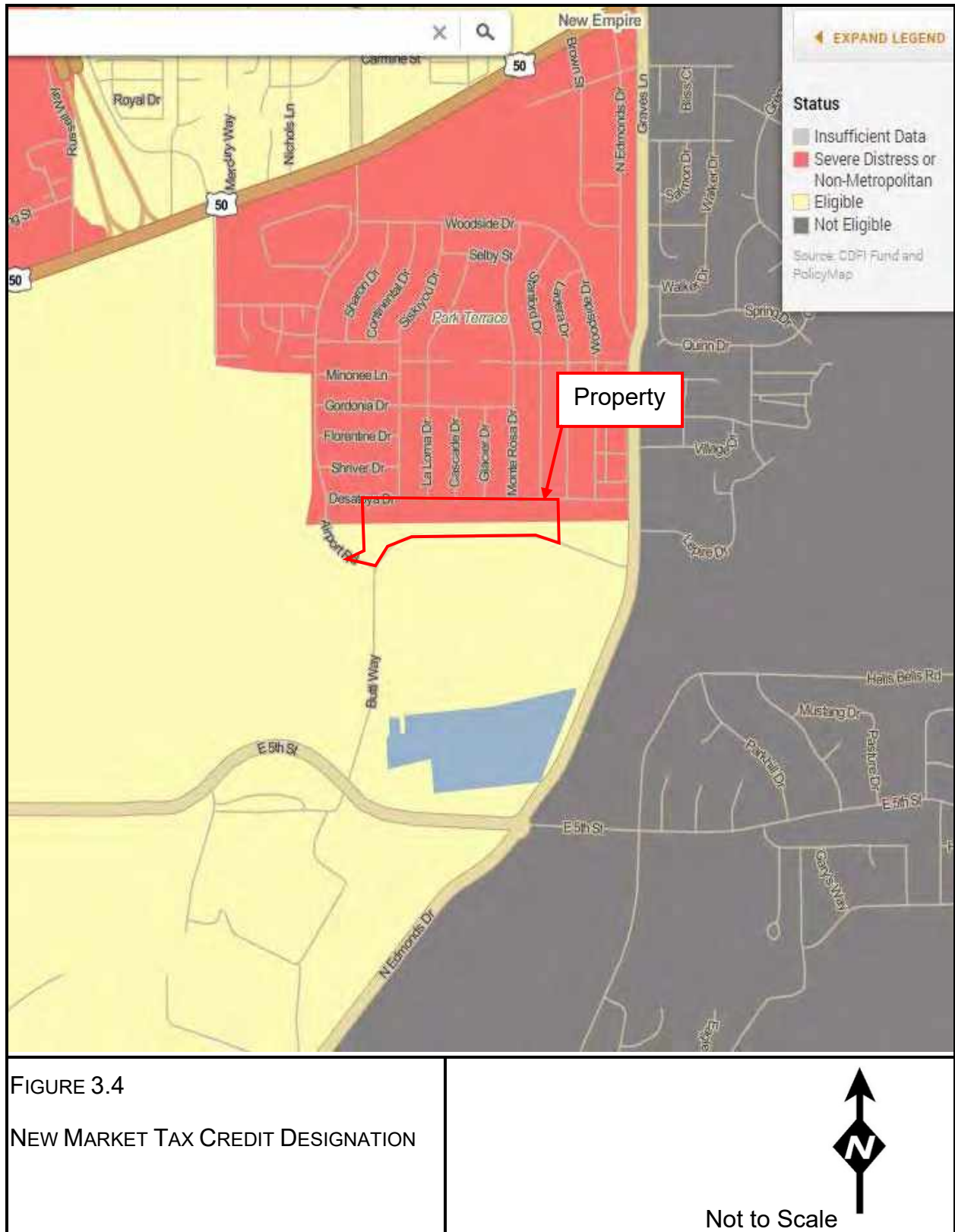


FIGURE 3.2
ZONING MAP



Not to Scale





4.0 Environmental Information

4.1 *Endangered Species and Cultural Resources*

On July 1, 2019 Converse accessed the U.S. Fish and Wildlife Service's (FWS) ECOS website (<https://ecos.fws.gov/ipac/location/index>) and generated an IPaC Trust Resource Report specific for the Property.

The report identified the Lahontan Cutthroat Trout (fish, Threatened) as species potentially affected by activities at the Property. The report identified the Lahontan Cutthroat Trout as having no critical habitat designated for this species. Based on the absence of defined streams or rivers on the Property, Converse considers this unlikely to impact development of the Property.

The IPaC Report is an unofficial species list for information purposes only and does not fulfill the requirements of Section 7 of the Endangered Species Act (1973), which states that Federal agencies are required to "request of the Secretary of the Interior information whether any species is listed or proposed to be listed may be present in the area of proposed action." This requirement applies to projects which are conducted, permitted, or licensed by any Federal Agency. At this time, there does not appear to be a Federal action taking place and Section 7 consultation is not needed.

Birds are protected by the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940). Clearing and grubbing of the Property should be evaluated as to its timing with the presence of migratory birds and/or their nests (breeding season). In the event development of the Property is federally funded, prior to clearing and grubbing, the Property is surveyed for the presence/absence of migratory birds and/or their nests by a qualified biologist.

Please see Appendix B for the Endangered Species (IPaC) information.

4.2 *Phase I*

A Phase I Environmental Site Assessment (ESA) of the Property was completed by Converse Consultants, dated March 5, 2019. Please see Appendix A for a copy of the Phase I ESA. One (1) "*recognized environmental condition*" was identified during the Phase I ESA in connection to potential buried debris on the Property. A Phase I ESA Addendum Report was completed by Converse Consultants on July 3, 2019 to address the REC identified in the Phase I. Please see Appendix A for the Phase I Environmental Site Assessment Addendum Report. The scope of work consisted of the excavation of five (5) test pits throughout an area of suspected buried debris. Test pits were dug to approximately eight (8) feet below ground

surface (bgs). No debris or trash were observed below the surface in any of the test pits. Based on the results of the field observations, debris and trash observed during the Phase I ESA appear to be isolated to surface soil. Converse did not recommend any additional action and no longer considers the potential for buried debris to be considered a REC.

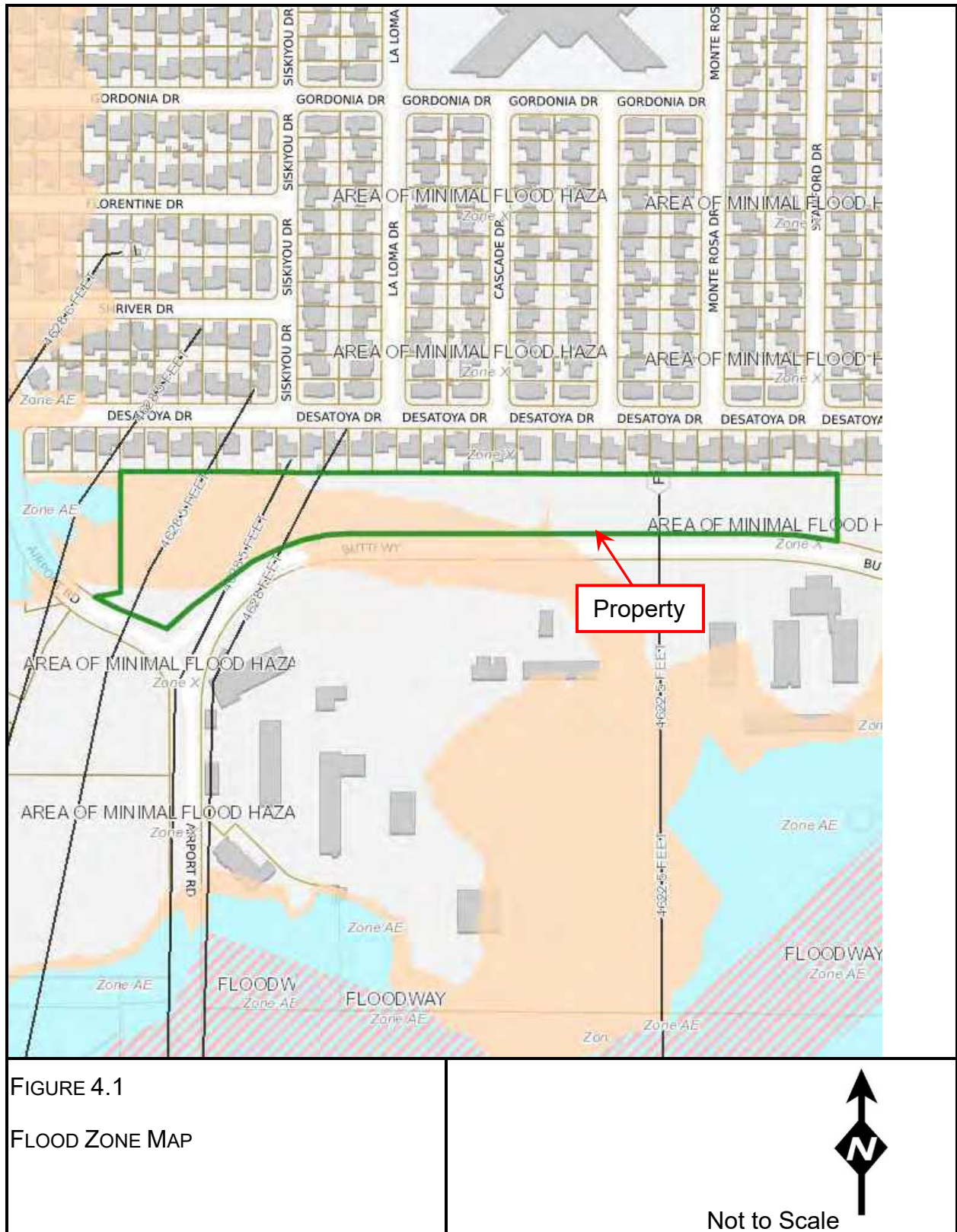
4.3 Flood Zone Designation

The Carson City Storm Water & Flood Plain Management program sets out regulations, standards and requirements for all development within identified floodplains in the County. This floodplain ordinance was adopted based on a model ordinance provided by the Federal Emergency Management Agency (FEMA). The purposes of these regulations are stated within Carson City County Code, and include the protections of human life, health and property, as well as other economic factors. The County must enforce this floodplain ordinance in order for the Carson City community to maintain its standing in the National Flood Insurance Program (NFIP).

On July 2, 2019, Converse reviewed the FEMA online Flood Insurance Rate Map (FIRM) for the Property (map number 3200010111H, effective June 20, 2019). Based on review of the FIRM map, the Property is located within a Zone X, with a portion of Zone AE on the western area of the site.

- Zone X designates areas that are interpreted to be outside the 0.2 percent (500-year) annual chance floodplain.
- Zone AE designated areas that are interpreted to be inside the 1.0 percent (100-year) annual chance floodplain.

Figure 4.1 presents the flood map associated with the Property.



4.4 Wetlands

On July 2, 2019, Converse reviewed the United States Fish and Wildlife Service National Wetlands Inventory Wetland Mapper (<https://www.fws.gov/wetlands/data/mapper.html>) for potential wetland areas at the Property.

No wetland areas were indicated on the Property, with the exception of “Freshwater Emergent Wetland” designated areas associated with unnamed earthen ditches, which traverse the central and western portion of the Property from north to south and west to east. A wetlands map is included as Figure 4.2.



4.5 *Attainment or Non-Attainment Area*

On July 2, 2019, Converse reviewed the United States Environmental Protection Agency Green Book: Current Nonattainment Counties For All Criteria Pollutants (<https://www3.epa.gov/airquality/greenbook/ancl.html>) for potential nonattainment areas at the Property.

According to the United States Environmental Protection Agency, the Property is not in a non-attainment county for the Clean Air Act's National Ambient Air Quality Standards.

5.0 Utility Information

5.1 Domestic Water and Fire Services

Water for domestic use and fire suppression for this Property will require connections to the present system owned and operated by the Carson City Public Works-Water Division and the Carson City Fire District, respectively. Carson City Public Works currently services adjacent properties.

Carson City's water distribution system consists of 250 miles of water mains, 4,200 fire hydrants, three surface water sources that feed into the Quill Plant, 29 groundwater wells, 15 storage tanks, and 16 pressure zones. Currently, Carson City pumps approximately 10,900 acre-feet of water each year to its customers; this equates to around 19 million gallons a day. Presently, the Quill Water Treatment Plant uses diatomaceous earth (DE) filtration for the treatment process of Carson City's water. Carson City water quality meets all state and federal standards according to the 2019 Water Quality Report (<https://carson.org/government/departments-g-z/public-works/water>). See Appendix B for a complete set of rates and fees from Carson City.

The Carson City Fire Department is comprised of six divisions with three fire engines, four rescue ambulances, three brush engines, one hazmat unit, one heavy rescue unit, and one water tender. The Carson City Fire Department can be contacted at 775-887-2210. Fire Flow requirements are provided on a per-development basis and can be provided by Deputy Chief Chris Vaughn who can be contacted at (775)-283-7162.

5.2 Sewer

Sanitary sewer services will be provided by the Carson City Public Works-Sewer Division. Carson City currently services adjoining properties. See Appendix B for a complete spreadsheet on connecting fees, and capacities.

5.3 Electric

NV Energy is the electricity provider to the Carson City area. Nearby power infrastructure currently exists for portions of the Property, which includes a three phase 12KV circuit located on the south side of Butti Way. See Figure 5.1 for NV Energy Service Area. See below for information regarding capacity, distribution level, and construction/rate information:



Hello Connor,

Hope all is going well for you and the Converse team. NV Energy operates a three phase 12KV circuit located on the south side of Butti Way, the circuit would be the closest infrastructure to serve commercial customers, of course a study would need to be completed based on the specific needs of the customer. The electric rate is dependent on the customer's specific loads and how they use energy, however it's safe to assume between 6.5 and 8 cents per KWH. Steps required would include an Application/Initiation, Design, Inspection, Construction and Meter Set, of course this is a simplified process. Please let me know if we can provide additional information or direction..



5.4 Natural Gas

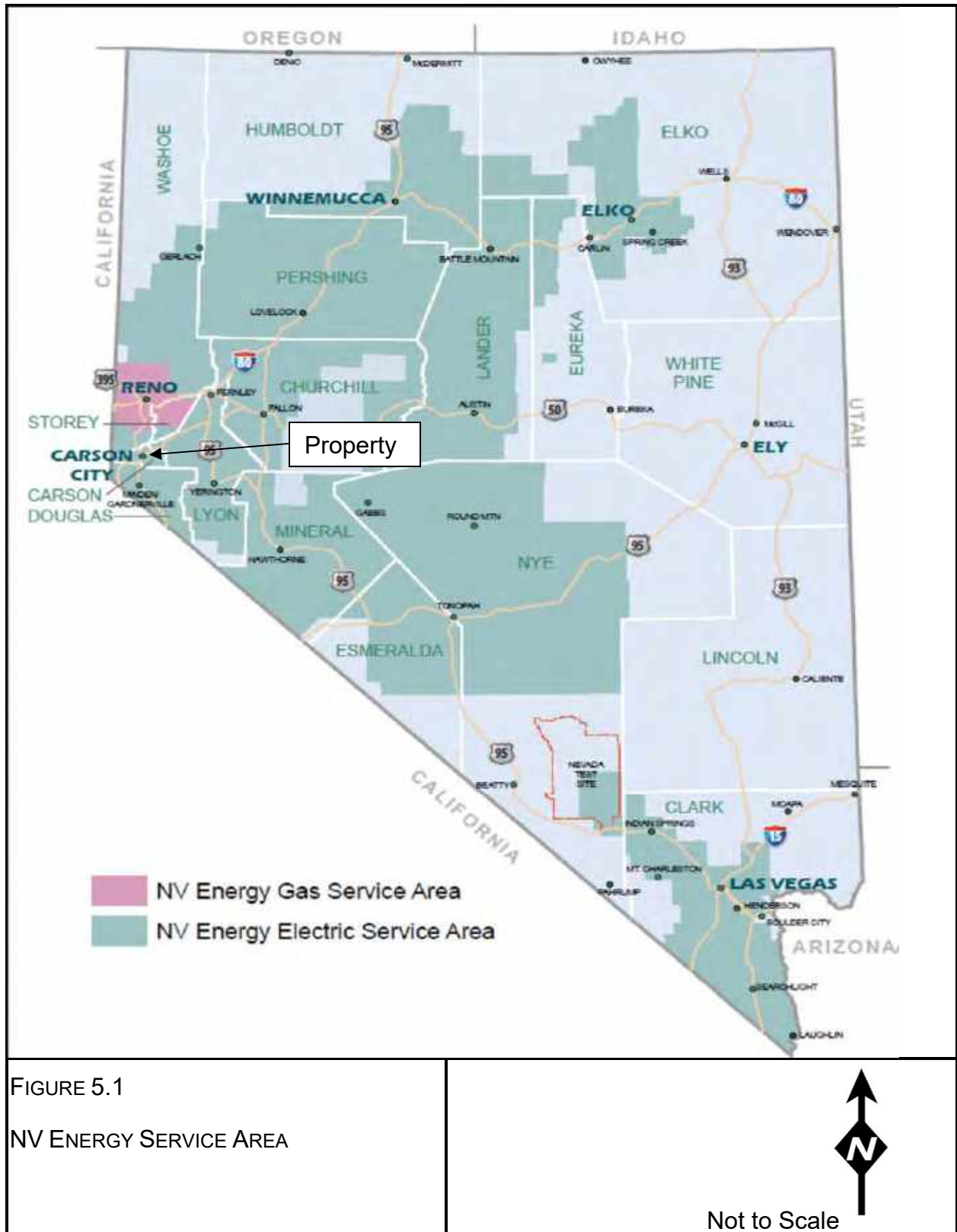
Southwest Gas is the provider for Natural Gas in the Carson City area. Natural gas is currently provided to adjoining properties. Southwest Gas should be contacted prior to development for final recommendations. Please see below for information regarding infrastructure, capacity, checklist, and construction/rate information. See Appendix B for a complete set of rates and fees from Southwest Gas. See Figure 5.2 for the Southwest Gas Northern Nevada Service areas.

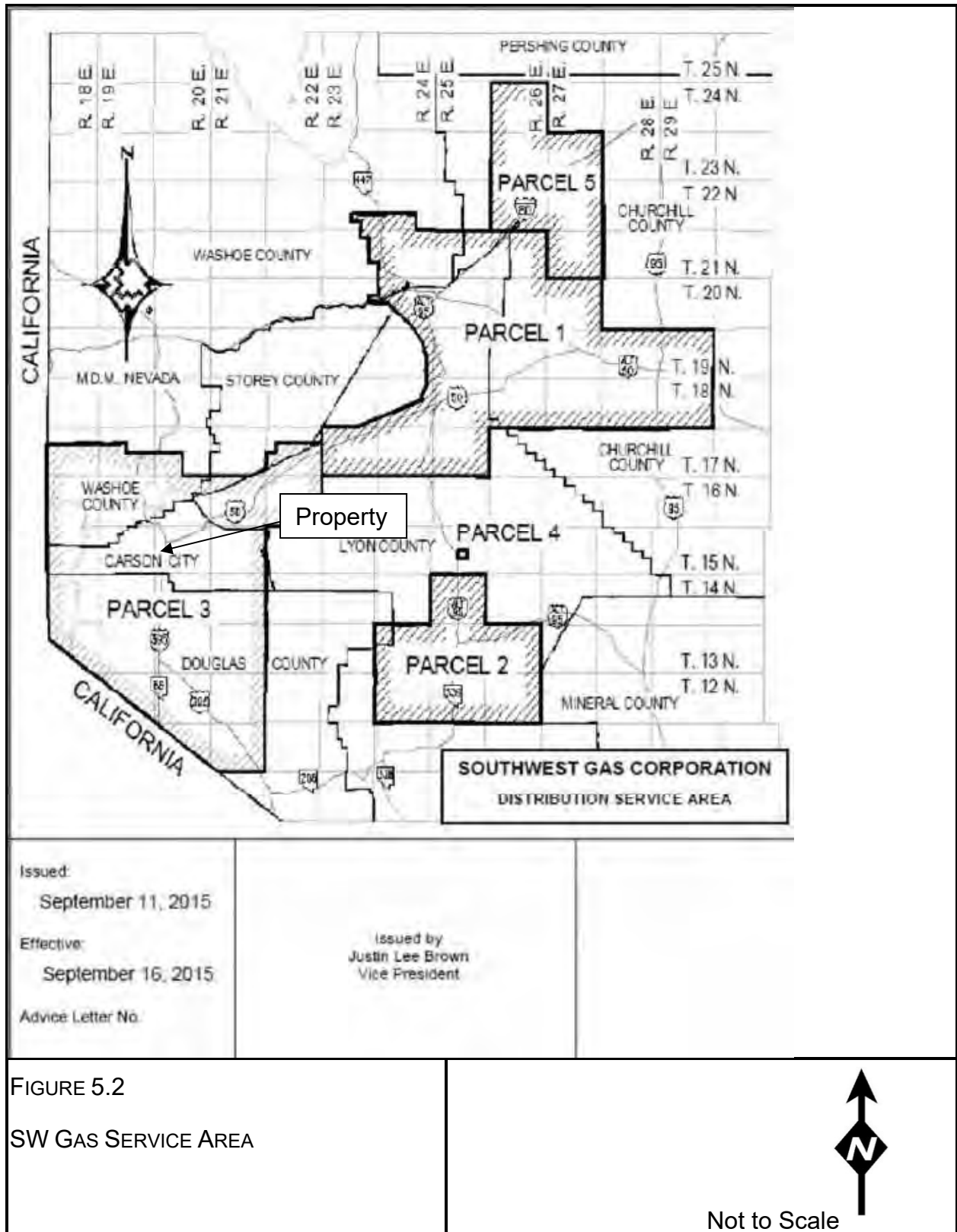
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5.5 Telecommunications and Broadband

The area of the Property is serviced by AT&T. AT&T provides high speed and fiber connections to adjoining properties. Rates and service information can be found by contacting the local AT&T branch (Nevada) at (775)-683-5240.





6.0 Current Use and Short-Term Planning

As discussed above, the 3410 Butti Way property is a vacant 7.81-acre property located in Carson City, Nevada. According to the Carson City Tax Assessor's Office, the Property is identified as Parcel Number 010-037-04 and is currently owned by Carson City.

The City is weighing two options for developing 3410 Butti Way with the possibility that the City may go forward with both options as the initial approach. This may include reserving a portion of the Property for a new fire station, with the remaining portion being made available for affordable/workforce housing. A brief discussion of these two standalone options is presented below:

1. Fire Station. The Property is currently zoned Public Regional (PR) with a Master Plan of High Density Residential which would allow the City to build a new fire station to serve the northeastern portion of the City. The fire station would be in proximity to several proposed residential developments in the area.
2. An approximate 160-unit multi-family apartment complex. This option would require a zone change to Multi-Family Apartment residential district.

7.0 Long-term Alternatives Analysis

7.1 *Alternative 1:*

Construct a New Fire Station. The Fire Station would serve the northeastern portion of the City where new residential housing is planned to meet demands for new housing in Carson City.

7.2 *Alternative 2:*

Multi-Family Apartment Complex. The City envisions an upwards of 160-unit apartment complex to provide much needed housing in Carson City.

7.3 *Alternative 3:*

Combines Alternative 1 and 2 above. Construction of a new Fire Station and affordable/workforce housing.

8.0 Recommended Alternative

Alternative 3: Construction of a new Fire Station and affordable/workforce housing.

Once the City formally decides on the recommended alternative, it will issue a request for proposal (RFP) to solicit development teams to design, build and manage an affordable/workforce housing development project, a new Fire Station, or both. As of this writing, the exact Fire Station location and the size of the area reserved for the Multi-Family Apartment Complex are pending but the City expects to have these details worked out prior to taking the RFP to the Board of Supervisors for approval in July 2019.

At a later date, the City will determine how the property transfer will take place and will rely on the development team to propose options which may include sale, long term land lease, or donation.

Phase I Environmental Site Assessment

Appendix A



Phase I Environmental Site Assessment Report

**Vacant Parcel
3410 Butti Way
Parcel ID 010-037-03
Carson City, Nevada 89701**

Converse Project No. 18-23112-01

April 16, 2019

Prepared For:

**Northern Nevada Development Authority
704 West Nye Lane, Suite 201
Carson City, Nevada 89703**

Prepared By:

**Converse Consultants
1020 South Rock Boulevard
Suite A
Reno, Nevada 89502**



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

ATTACHMENT B

April 16, 2019

Northern Nevada Development Authority
704 West Nye Lane, Suite 201
Carson City, Nevada 89703

Attn: Mr. Andrew Haskin
Director of Business Development

Subject: PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
Vacant Parcel
3410 Butti Way
APN 010-037-03
Carson City, Nevada
Converse Project No. 18-23112-01

Dear Mr. Haskin,

Converse Consultants is pleased to submit the attached report that summarizes the activities and results of a Phase I Environmental Site Assessment that was conducted at the referenced property. This assessment has revealed evidence of one recognized environmental condition in connection with the subject property.

A summary of the assessment is presented in the Executive Summary, as well as in Sections 7.0, 8.0, and 9.0 of the report.

We appreciate the opportunity to be of service. Should you have any questions or comments regarding this report, please contact the undersigned at 775-856-3833.

CONVERSE CONSULTANTS

Connor Welsh
Project Manager

Philip Childers, CEM
Senior Environmental Manger

Dist.: 2/Addressee and 1 copy via Electronic Mail (PDF Format)]

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Executive Summary

The following is an Executive Summary of the Phase I Environmental Site Assessment (Phase I ESA) that was conducted by Converse Consultants (Converse). Please refer to the appropriate sections of the report for a complete discussion of these issues. In the event of a conflict between this Executive Summary and the report, or an omission in the Executive Summary, the report shall take precedence.

This report presents the results of the Converse Phase I ESA performed at the 7.95-acre Vacant Parcel located at 3410 Butti Way in Carson City, Nevada referred to as the “Property” in this report (see section 2.0 for detailed description of the Property). Converse was retained by the Northern Nevada Development Authority (NNDA) to conduct this Phase I ESA. Our study has been conducted in order to identify, to the extent practical within the scope of an ESA, Recognized Environmental Conditions (RECs) in connection with the Property.

Converse has compiled and reviewed information that was obtained from interviews, document research, and on-site and area reconnaissance to identify potential environmental conditions at the Property, in conformance with the ASTM Standard E: 1527-13 Environmental Site Assessment Standard Practice (ASTM Standard: E1527-13). This Phase I ESA was conducted during the period of December 1, 2018 to April 4, 2019.

Property Description

The Property is comprised of one (1) irregular shaped parcel, totaling 7.95-acres. The Property is located on the north side of Butti Way, approximately 72-feet northeast of the intersection of Butti Way and Airport Road and immediately north of the Carson City Public Works facility. According to the Carson City Tax Assessor’s Office, the Property is identified as Parcel Number 010-037-03 and is currently owned by Carson City.

At the time of this assessment, the Property consisted entirely of vacant land. A dirt trail traverses through the northern portion of the property from east to west. An earthen ditch bisects the central portion of the Property which flows from north to south under Butti Way. Evidence of a disturbed area with mounds and depressions was observed in the northern-central portion of the Property along with trash and other solid waste (concrete slabs, car parts, cans, etc. The western portion of the Property was partially submerged under water.

Based on review of historical information, the Property appears to have been largely undeveloped, with the exception of a roadway bisecting the central portion of the Property from southwest to northeast from at least 1953 to 1980, with the location of observed mounds/depressions and trash appearing to correlate with the area of this former roadway.

Environmental Database Review

The Property was not identified in the environmental databases reviewed.

The adjoining property to the south of the Property, Carson City Corporate Yard (Public Works) was identified in the State Hazardous Waste Sites (SHWS) database for the following events:

- In 1986, one (1) 10,000-gallon underground storage tank (UST) containing gasoline was removed from the ground, along with petroleum impacted soil. Four (4) groundwater monitoring wells were installed in 1987 to evaluate the resulting dissolved petroleum plume, and following two years of groundwater monitoring, the Nevada Department of



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Environmental Protection (NDEP) issued a letter indicating no further action was required in 1989 based on the absence of free product.

- In 1993, there was an explosion at the onsite asphalt batch plant that resulted in a petroleum fire which was extinguished using water. The liquid asphalt and runoff water were contained and diked to prevent runoff to surrounding agricultural ditches. Approximately 4,460 gallons of ponded runoff water contaminated with liquid asphalt was removed from the site via vacuum truck. Residual total petroleum hydrocarbons (TPH) contamination from this spill was successfully remediated using ammonium sulfate. The NDEP issued a No Further Action (NFA) determination for the incident in 1994 after soil sampling of the ponded area indicated TPH concentrations below action levels (100ppm).
- One (1) 300-gallon waste oil UST was removed in 1994 from the vehicle maintenance building. No visible signs of contamination were observed during removal. The tank was permanently closed by the NDEP in 1994.
- Two (2) 5,000-gallon UST's and one (1) 10,000-gallon UST were removed from the site in 1997. Approximately twelve (12) cubic yards of contaminated soil was excavated and remediated on-site using a land-farming method. The NDEP issued an NFA letter for the site after soil sampling of the remediated 12 cubic yards of soil no longer contained petroleum hydrocarbon concentrations above State action levels.
- Groundwater flow was identified to be flowing southeast, away from the Property. Based on the regulatory closure; reported nature/extent of contamination; and, down-gradient hydro geologic location in relation to the Property, this site is not considered likely to pose an environmental concern for the Property. Based on the distance from the Property, this site is considered unlikely to present a REC relative to vapor migration.

Additional off-site properties were identified in the environmental databases and reviewed. The potential for environmental concern to the Property from the remaining off-site locations identified in the environmental database appears to be low due to one or more of the following: type of regulatory listing, type of resource (soil) affected, location with respect to the direction of regional groundwater flow, distance from the Property, status of the case, and/or potential responsible parties have been identified.

Conclusions

This assessment has revealed evidence of one (1) REC in connection with the Property:

- The roadway that once bisected the central portion of the Property from southwest to northeast from at least 1953 to 1980 appears to correlate with the location of observed mounds/depressions and various trash. Half-buried trash and litter scattered about the central portion of the Property indicate possible dumping on site.

Converse recommends conducting a Limited Phase II Environmental Site assessment in the vicinity of the observed mounds/depressions and trash. Use of an excavator/ test pits are recommended during this Limited Phase II ESA to evaluate for potential buried debris.



1.0 Introduction

1.1 Purpose and Scope of Services

This report presents the results of the Converse Consultants (Converse) Phase I Environmental Site Assessment (ESA) performed at the 7.95-acre vacant parcel located at 3410 Butti Way, Carson City, Nevada, referred to as the “Property” in this report. Converse was retained by the Northern Nevada Development Authority (NNDA) to conduct this Phase I ESA. Our study has been conducted in order to identify, to the extent practical, Recognized Environmental Conditions (RECs) in connection with the Property. The term Recognized Environmental Conditions is defined in Section 1.1.1 of the American Society of Testing and Materials (ASTM) Standard Practice as *the presence or likely presence of any hazardous substances or petroleum products in, at or on a property due to any release to the environment; under conditions indicative of a release to the environment; under conditions that pose a material threat of a future release to the environment.*

This Phase I ESA was completed in accordance with Converse’s Brownfields Grant Contract with NNDA. Our work consisted of the following and was completed in general conformance with the scope and limitations of the ASTM Practice E1527-13 and complies with standards and practices set forth in 40 Code of Federal Regulations (CFR) Part 312 for AAI.

- Interviews with the Property owner representatives
- Property and vicinity reconnaissance
- Review of regulatory agency records
- Description of physical setting
- Historical review
- Interviews with public agency personnel
- Preparation of this report

1.2 Non-Scope Considerations

There are a number of non-scope issues which are sometimes assessed concurrently with a Phase I ESA. Unless specifically agreed in the contract proposal documents, these non-scope considerations are not included as part of the Phase I assessment. Examples of non-scope issues include:

• Asbestos-containing building material	• Radon
• Lead-based Paint	• Lead in Drinking Water
• Wetlands	• Regulatory Compliance
• Cultural & Historic Resources	• Ecological Resources

- Industrial Hygiene
- Health & Safety
- Mold
- Diffuse Anthropogenic Pollution
- Endangered Species
- Indoor Air Quality
- Biological Agents
- Non-liquid Polychlorinated Biphenyls

There were no non-scope items included in this assessment.

1.3 Significant Assumptions

Converse made the following assumptions for this assessment:

- The Property boundaries were not marked. At the time of the site reconnaissance, the property boundaries were estimated using available resources and visual indicators. Converse presumed these boundaries to be correct.
- A number of parties such as third party vendors, government agencies, and the Property owner may have provided information for this investigation. The ASTM standard allows the consultant to rely on the information gathered without independent verification, unless it is obvious that certain information is incorrect. Unless noted in the report, Converse assumed the information supplied by third parties to be correct.
- The groundwater depth and flow direction beneath the Property cannot be verified without site specific monitoring wells.
-

1.4 Limitations and Exceptions

Flooded land prevented observations of land at the western portions of the Property.

1.5 Special Terms and Conditions

No special terms or conditions were provided by the client.

1.6 Reliance

This report is for the sole benefit and exclusive use of NNDA in accordance with the Brownfields contract under which these services have been provided. Its preparation has been in accordance with generally accepted environmental practices. No other warranty, either express or implied, is made. The Scope of Services associated with the report was designed solely in accordance with the objectives, schedule, budget, and risk-management preferences of NNDA.

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This report should not be regarded as a guarantee that no further contamination, beyond that which could be detected within the scope of this assessment, is present at the Property. Converse makes no warranties or guarantees as to the accuracy or completeness of information provided or compiled by others. It is possible that information exists beyond the scope of this assessment. It is not possible to absolutely confirm that no hazardous materials and/or substances exist at the Property. If none are identified as part of a limited scope of work, such a conclusion should not be construed as a guaranteed absence of such materials, but merely the results of the evaluation of the property at the time of the assessment. Also, events may occur after the Property visit, which may result in contamination of the Property. Additional information, which was not found or available to Converse at the time of report preparation, may result in a modification of the conclusions and recommendations presented.

Any reliance on this report by Third Parties shall be at the Third Party's sole risk. Should NNDA wish to identify any additional relying parties not previously identified, they must contact Converse.

2.0 Property Description

2.1 Current Use(s) of the Property

The Property is currently vacant, with no identified use or occupants.

A Topographic Map and Site Vicinity Map are provided in Appendix A. Pertinent Property photographs are provided in Appendix B.

2.2 Location and Legal Description

The Property is comprised of one (1) irregular shaped parcel, totaling 7.95-acres. The Property is located on the north side of Butti Way, approximately 72-feet northeast of the intersection of Butti Way and Airport Road and immediately north of the Carson City Public Works facility. According to the Carson City Tax Assessor's Office, the Property is identified as Parcel Number 010-037-03 and is currently owned by Carson City.

A legal description of the parcel was not identified.

2.3 Zoning Information

According to the Carson City Planning Department, the zoning for the Property is PR (Public Regional).

2.4 Property Characteristics & Structures

At the time of this assessment, the Property consisted entirely of vacant land. A dirt trail traverses through the northern portion of the property from east to west. An earthen ditch bisects the central portion of the Property which flows from north to south under Butti Way. Evidence of a disturbed area with mounds and depressions were observed in the northern-central portion of the Property along with trash and other solid waste (concrete slabs, car parts, cans, etc.) The western portion of the Property was partially submerged under water.

Based on review of historical information, the Property appears to have been largely undeveloped, with the exception of a roadway bisecting the central portion of the Property from southwest to northeast from at least 1953 to 1980, with the location of observed mounds/depressions and trash appearing to correlate with the area this former roadway bisected the Property.

3.0 User/Owner Provided Information & Responsibilities

3.1 Requested Documents and Information

The ASTM E1527-13 specifies that the Property owner, key site manager and the User provide any helpful documents that may be available. Converse requested this information from the Client/User.

The following documents and information were requested from the Property owners:

- Environmental site assessment or environmental compliance audit reports
- Environmental permits or hazardous waste generator notices/reports
- Registrations for aboveground and underground storage tanks
- Septic systems, oil wells, or water wells
- Registrations for underground injection systems
- Material Safety Data Sheets; Community Right to Know Plans; Safety, Preparedness and Prevention Plans; or, Spill Protection Countermeasures and Control Plans
- Reports regarding hydrologic conditions on the Property or surrounding area
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the Property or relating to environmental liens encumbering the Property.
- Hazardous waste generator notices or reports
- Geotechnical studies
- Risk assessments
- Recorded Activity Use Limitations (AULs)
- Proceedings regarding hazardous substances and petroleum products including any pending, threatened or past: litigation; administrative proceedings; or, notices from any governmental entity regarding possible violations of environmental laws or other possible liability related to hazardous substances or petroleum products.

No documents were provided to Converse for review.

3.2 User Provided Information

Section 6 of ASTM E1527-13 outlines specific User's responsibilities. This information will help identify the possibility of RECs in connection with the Property. The ASTM Standard provides a questionnaire to help the User to comply with the statutory requirements to perform tasks which would help identify RECs. In general, any Users should make Converse aware of information they have regarding the following:

- Environmental Cleanup Liens filed or recorded against the Property
- Activity and land use limitations that are in place on the Property or have been filed or recorded in a registry.
- Specialized knowledge or experience of the person seeking to qualify for the Legal Liability Protections (LLP)
- Relationship of the purchase price to fair market value of the Property if it were not contaminated
- Commonly known or reasonably ascertainable information about the Property
- The degree or obviousness of the presence or likely presence of contamination at the Property, and the ability to detect this contamination by appropriate investigation.

The following information was requested from the User(s):

3.2.1 Environmental Cleanup Liens

No Environmental liens were identified for the Property.

3.2.2 Activity and Use Limitations

No Activity Use Limitations (AULs) were identified for the Property.

3.2.3 Specialized Knowledge or Experience

The User indicated that they had no specialized knowledge or experience with the Property.

3.2.4 Reason for Significantly Lower Purchase Price

Converse has no information regarding the purchase price of the Property or comparable properties. The User has not indicated to Converse that there is any conclusion that there was a lower purchase price because of known or suspected contamination at the Property.

3.2.5 Commonly Known or Reasonably Ascertainable Information

The User did not provide any information about specific chemicals at the Property, past spills, environmental cleanup, or other reasonably ascertainable information regarding the Property.

3.2.6 Obviousness of Contamination

The User did not provide any information based on their knowledge or experience that would be obvious indicators of contamination on the Property.

Unless specifically stated otherwise in the Scope of Services, the purpose of this Phase I ESA was to qualify for the landowner liability protections (LLP) to CERCLA Liability as described in ASTM E1527-13.

Business risk unrelated to the CERCLA innocent landowners defense are only assessed as specifically agreed in the Scope of Services and discussed in Section 11.0, Additional Non-Scope Services, of this report.

3.3 *Continuing Obligations*

In order to assert an LLP, the User must satisfy a number of statutory requirements that are generally referred to as Continuing Obligations, which are outside the Scope of Services of the Phase I ESA. Examples of Continuing Obligations include providing legally required notices, stopping continuing releases, and complying with land use restrictions. Failure to comply with these and other statutory post-acquisition requirements will jeopardize liability protection.

It is the responsibility of the User to comply with the Continuing Obligations requirements of ASTM E1527-13 and AAI. Anyone seeking LLP protections should take independent action beyond this Phase I ESA to perfect their position.

4.0 Records Review

4.1 *Physical Setting*

4.1.1 *Physical Setting*

The topography of the Property slopes gently to the south-southeast toward the Mexican Ditch and is situated at an approximate elevation ranging from 4,626 – 4,630 feet above mean sea level (Environmental Risk Information Services (ERIS) Physical Setting Report, January 2019).

4.1.2 *Geology*

The Property is located in an area which is characterized by unconsolidated alluvial deposits derived by erosion of the uplifted mountain block to the west known as the Carson Range and the foothills of the Pine Nut Mountains to the east. The Property is underlain by alluvium plains deposits from the Quaternary age. The formation consists of unbedded to poorly bedded and poorly to moderately sorted fine, silty sand; sandy silt; granular, muddy, coarse sand; minor, sandy gravel; small cobble; muddy, sandy pebble gravel; and boulder, cobble gravel (Nevada Bureau of Mines and Geology, Geologic Map of Nevada, 1977).

According to the US Department of Agriculture (USDA) Soil Conservation Service (SCS), the Property is located on Greenbrae fine sandy loam and Dalzell variant fine sandy loam.

4.1.3 *Groundwater*

Well logs for a municipal well active in 2018 at a site approximately 230-feet to the east indicate groundwater can first be encountered at a depth of approximately 7.5-15 feet below ground surface (bgs).

4.1.4 *Potable Water Supplier*

Potable water is not currently supplied to the Property.

4.2 Historical Review

4.2.1 Aerial Photograph and Topographic Map Review

Available historical aerial photographs and USGS topographic maps, as described in Table 1, were reviewed by Converse (provided by ERIS, Google Earth, and online at www.netronline.com). The historical aerial photographs and topographic maps are included in Appendix C.

Table 1 – Aerial Photograph and Map Review

Date	Reference	Observations
1953, 1954, 1958, 1963, 1966, 1967, 1971, 1974, 1976, 1977, 1980, 1982	Aerial Photographs & Topographic Maps	There appears to be a road bisecting the central portion of the Property from southwest to northeast from at least 1953 to 1980. The central portion of the Property where the road bisects appears to correspond with the mounds/depressions discovered during on the site inspection. The surrounding properties appear largely undeveloped dating back to at least 1953. A gravel pit is visible in the aerial photographs and topographic maps to the southeast of the Property from 1953 until 1980, when the public works yard is visible. In the 1960s, a wastewater treatment plant is constructed to the south, beyond the current public works yard location along the unnamed waterway to which flows into the Carson River, approximately 1-mile east of the Property. In 1980, Butti Way is visible, along with several structures at the adjacent public works yard to the south.
1983, 1990, 1994, 1999, 2003, 2006, 2010, 2013, 2014, 2015, 2017	Aerial Photographs & Topographic Maps	The Property appears to have remained vacant land from 1982 until the present. The adjacent property to the north has been undeveloped land until 1994 when residential homes are visible. The adjacent property to the south was redeveloped into the Carson City Public Works beginning with a few structures in the 1970s, several of the structures immediately south by the 1980s, and largely in present configuration by 1999. The adjacent property to the west has been riparian wetland since at least 1953. Adjacent property to the east has been undeveloped until the 1990s when it was developed with structures for the Humane Society.

4.2.2 Permit Review

Converse contacted the Carson City Fire Department and Carson City Public Works department to request information regarding the Property. The fire department and public works department replied stating they did not have and records for the Property related to environmental concerns.

4.2.3 City Directories

Converse reviewed city directory listings, as provided by ERIS for the years 1965 through 2018. The Property is not listed on any of the records. The adjoining properties to the south associated with the Carson City Public Works Yard were identified as numerous city offices from 2000 to 2018. Information regarding the LUST listing at this adjoining property is discussed in Section 4.3.2.

4.2.4 Data Failure

Historical information regarding the Property has existed as vacant land dating back to at least 1953 except for a road bisecting through the central portion of the Property from southwest to northeast from at least 1953 to 1980. No data failure was encountered.

4.2.5 Summary of Historical Property Use

Based on review of historical information, the Property appears to have been largely undeveloped, with the exception of a roadway bisecting the central portion of the Property from southwest to northeast from at least 1953 to 1980. The location of observed mounds/depressions and trash appears to correlate with the area where this former roadway bisected the Property.

4.2.6 Summary of Past Uses of Adjoining Properties

The adjacent property to the north has been undeveloped land until 1990-1994 when residential homes were constructed. The adjoining property to the south was used as a gravel pit from at least 1953 until the 1970s when the site became used for Carson City Public Works. The adjacent property to the west has been riparian wetland since at least 1953. The adjacent Property to the east has been undeveloped land until 1990 when it was developed for Carson City Animal Services and a pet cemetery.

4.2.7 Summary of Past Uses of the Surrounding Area

The surrounding land has been undeveloped land and riparian land dating back to at least the 1950s. A sewage disposal site is visible to the south

since 1953 which was developed into the Carson City Wastewater Treatment Plant in 1966. Housing developments were constructed to the north of the Property since 1966 until the present.

4.3 Results of Environmental Records Sources Review

An ERIS report of Standard Environmental Record Sources (Records) was prepared specifically for the Property. The search included, at a minimum, query of the databases identified in the ASTM Standard within the specified ASTM search distances. The ERIS Report is included as Appendix D.

4.3.1 Property Listings

The Property was not identified in the environmental databases reviewed.

4.3.2 Adjoining Property Locations of Concern

The adjoining property to the south of the Property, Carson City Corporate Yard (Public Works) was identified in the State Hazardous Waste Sites (SHWS) database regarding the following listing:

- In 1986, one (1) 10,000-gallon underground storage tank (UST) containing gasoline was removed from the ground, along with petroleum impacted soil. Four (4) groundwater monitoring wells were installed in 1987 to evaluate the resulting dissolved petroleum plume, and following two years of groundwater monitoring, the Nevada Department of Environmental Protection (NDEP) issued a letter indicating no further action was required in 1989 based on the absence of free product.
- In 1993, there was an explosion at the onsite asphalt batch plant that resulted in a petroleum fire which was extinguished using water. The liquid asphalt and runoff water were contained and diked to prevent runoff to surrounding agricultural ditches. Approximately 4,460 gallons of ponded runoff water contaminated with liquid asphalt was removed from the site via vacuum truck. Residual total petroleum hydrocarbons (TPH) contamination from this spill was successfully remediated using ammonium sulfate. The NDEP issued a No Further Action (NFA) determination for the incident in 1994 after soil sampling of the ponded area indicated TPH concentrations below action levels (100ppm).
- One (1) 300-gallon waste oil UST was removed in 1994 from the vehicle maintenance building. No visible signs of contamination were observed during removal. The tank was permanently closed by the NDEP in 1994.
- Two (2) 5,000-gallon UST's and one (1) 10,000-gallon UST were removed from the site in 1997. Approximately twelve (12) cubic yards of contaminated soil was excavated and remediated on-site using a land-

farming method. The NDEP issued an NFA letter for the site after soil sampling of the remediated 12 cubic yards of soil no longer contained petroleum hydrocarbon concentrations above State action levels.

- Groundwater flow was identified to be flowing southeast, away from the Property. Based on the regulatory closure, reported nature/extent of contamination, and downgradient hydro geologic location in relation to the Property, this site is not considered likely to pose an environmental concern for the Property. Based on the distance from the Property, this site is considered unlikely to present a REC relative to vapor migration.

4.3.3 Other Off-site Locations of Concern

Additional off-site properties were identified in the environmental databases and reviewed. The potential for environmental concern to the Property from the remaining off-site locations identified in the environmental database appears to be low due to one or more of the following: type of regulatory listing, type of resource (soil) affected, location with respect to the direction of regional groundwater flow, distance from the Property, status of the case, and/or potential responsible parties have been identified.

4.3.4 Orphan Listings

Eight (8) orphan sites were listed on the Orphan Summary section of the ERIS report. The Orphan Summary section of the ERIS report contains facilities that ERIS was unable to locate on a city map. Converse attempted to locate these facilities and has determined that all appear to be located beyond the radius of influence as determined by ASTM Standards or there was not enough information to locate the facilities.

4.4 Additional Environmental Record Sources

4.4.1 Federal Agencies

4.4.1.1 U.S. Department of Transportation, Pipeline and Hazardous Material Safety Administration (PHMSA)

The PHMSA online mapping system for gas transmission pipelines or hazardous liquid pipelines in Carson City was reviewed. The Paiute Transmission System natural gas pipeline was identified to the east of the Property.

4.4.2 State Agencies

Converse reviewed the Nevada Department of Environmental Protection (NDEP) eMap online database for potential environmental concerns included in this online database. Neither the Property nor adjoining properties were identified in the NDEP eMap database.

4.4.3 Local Agencies

Converse contacted the Carson City Fire Department and Public Works Department to request information regarding environmental concerns, underground storage tanks, or any information regarding hazardous materials or petroleum products used, stored, generated, or released at the Property.

Ms. Kelly Hale from the Carson City Public Works Department responded on March 7, 2019 and had no records concerning any environmental concerns on the Property.

Ms. Kaeleigh Fowler from the Carson City Fire Department responded on March 11, 2019 and had no records concerning any environmental concerns on the Property.

5.0 Property Reconnaissance

5.1 Methodology

On March 5, 2019, Converse visited the Property to evaluate present use and to identify observable environmental conditions at the Property. Our methodology involved walking the perimeters, center lines, and accessible interior areas/roads while noting observed evidence of present and potential environmental concerns.

5.2 Limiting Conditions

Converse's findings are based on the Property conditions observed on March 5, 2019.

5.3 Interior Observations of Property

No structures were observed at the Property during this assessment.

5.4 Exterior Observations of Property

During our Property visit, Converse made the following observations of the exterior of the Property:

Table 4 – Exterior Observations of Property

Item or Condition	Observed Evidence	No Evidence Observed	Comments
Hazardous Substances & Petroleum Products:	☐	☒	
Storage Tanks & Related Equipment:	☐	☒	
Odors:	☐	☒	
Standing Surface Water or Other Pools of Liquid:	☒	☐	Pools of water on the western portion of the property.
Drums & Other Containers of Hazardous Substances, Petroleum Products, or Other Unidentified Contents:	☐	☒	

Table 4 – Exterior Observations of Property

Item or Condition	Observed Evidence	No Evidence Observed	Comments
Transformers or Equipment containing Polychlorinated Biphenyls (PCBs):	☐	☒	
Pits, Ponds, or Lagoons:	☒	☐	Water pond located on western portion of property.
Stained Soil or Pavement:	☐	☒	
Stressed Vegetation (other than from insufficient water):	☐	☒	
Evidence of Mounds, Depressions or Filled or Graded Areas Suggesting Trash or Other Solid Waste Disposal:	☒	☐	Mounds/depressions as well as trash scattered throughout the central portion of the Property. Buried trash was observed in this area.
Waste Water or any discharge (including storm water) into a Drain, Ditch, or Stream on or Adjacent to the Property	☒	☐	An earthen ditch bisects the central portion of the Property which moves water from north to south under Butti Way to be discharged into the Mexican ditch.
Wells (active, inactive, or abandoned):	☐	☒	
Septic Systems or Cesspools:	☐	☒	
Prior Structures:	☐	☒	
Roads, Tracks, Railroad Tracks or Spurs:	☒	☐	A dirt trail traverses through the northern portion of the property from east to west.

5.5 Current Uses of Adjoining Properties

Based on our research and observations during our Property visit, the Property is bordered by the following:

Table 5 – Adjoining Property Use

Direction	Current Development
North:	Single family residential homes along Desatoya Drive
South:	Carson City Public Works (3505 Butti Way), beyond which is City of Carson City Waste Water Treatment Plant (3320 E 5 th St.)
East:	Nevada Humane Society (3770 Butti Way)
West:	Undeveloped riparian land, beyond which is interstate 580

5.6 Current Uses of Surrounding Area

Based on our research and observations during our Property visit, the surrounding area is either vacant, residential, commercial/industrial, or municipal.

6.0 Interviews

During the interviews, the owners were asked if they had any available documents that would be helpful. The documents that were requested are detailed in Section 3.1 of this report:

6.1 *Property Owner*

Converse interviewed a representative of the current owner of the Property, Ms. Stephanie Hicks. Ms. Hicks stated that Carson City has owned the Property since 1960. Ms. Hicks was not aware of any past or present structures or development of the Property. Ms. Hicks provided Converse with a staff report that indicated the past development of adjoining parcels to the south and east for the Public Works Department and Corporate Yard, the Parks Department, the Nevada Humane Society, and the Water Resource Reclamation Facility. The report describes the planned development of the Property into a future Fire Department Operations Center and affordable/workforce housing. Ms. Hicks was not aware of any reported dumping activities at the Property.

6.2 *Tenant/Occupant*

The Property is currently vacant; therefore, no tenant/occupant interviews were conducted.

6.3 *State or Local Government Officials*

Converse requested records from the Carson City Fire Department and Carson City Public Works Department. Responses from the local officials are discussed in Section 4.

6.4 *Previous Owner Interview*

The previous owner(s) of the Property were not interviewed during this assessment.

7.0 Findings

A cursory summary of findings is provided below. However, details were not included or fully developed in this section and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

- The Property is comprised of one (1) irregular shaped parcel, totaling 7.95-acres. The Property is located on the north side of Butti Way, approximately 72-feet northeast of the intersection of Butti Way and Airport Road and immediately north of the Carson City Public Works facility. According to the Carson City Tax Assessor's Office, the Property is identified as Parcel Number 010-037-03 and is currently owned by Carson City.
- At the time of this assessment, the Property consisted entirely of vacant land. A dirt trail traverses through the northern portion of the property from east to west. An earthen ditch bisects the central portion of the Property which flows water from north to south under Butti Way. Evidence of an unpaved trail with mounds and depressions were observed in the northern-central portion of the Property along with trash and other solid waste (concrete slabs, car parts, cans, etc.). The western portion of the Property was partially submerged under water.
- Based on review of historical information, the Property appears to have been largely undeveloped, with the exception of a roadway bisecting the central portion of the Property from southwest to northeast from at least 1953 to 1980, with the location of observed mounds/depressions and trash appearing to correlate with the area this former roadway bisected the Property.
- The Property was not identified in the environmental databases reviewed.
- The adjoining property to the south of the Property, Carson City Corporate Yard (Public Works) was identified in the State Hazardous Waste Sites (SHWS) database for the following listings:
 - o In 1986, one (1) 10,000-gallon underground storage tank (UST) containing gasoline was removed from the ground, along with petroleum impacted soil. Four (4) groundwater monitoring wells were installed in 1987 to evaluate the resulting dissolved petroleum plume, and following two years of groundwater monitoring, the Nevada Department of Environmental Protection (NDEP) issued a letter indicating no further action was required in 1989 based on the absence of free product.
 - o In 1993, there was an explosion at the onsite asphalt batch plant that resulted in a petroleum fire which was extinguished using water. The liquid asphalt and runoff water were contained and diked to prevent runoff to surrounding agricultural ditches. Approximately 4,460 gallons of ponded runoff water contaminated with liquid asphalt was removed from the site via vacuum truck.

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Residual total petroleum hydrocarbons (TPH) contamination from this spill was successfully remediated using ammonium sulfate. The NDEP issued a No Further Action (NFA) determination for the incident in 1994 after soil sampling of the ponded area indicated TPH concentrations below action levels (100ppm).

- o One (1) 300-gallon waste oil UST was removed in 1994 from the vehicle maintenance building. No visible signs of contamination were observed during removal. The tank was permanently closed by the NDEP in 1994.
- o Two (2) 5,000-gallon UST's and one (1) 10,000-gallon UST were removed from the site in 1997. Approximately twelve (12) cubic yards of contaminated soil was excavated and remediated on-site using a land-farming method. The NDEP issued an NFA letter for the site after soil sampling of the remediated 12 cubic yards of soil no longer contained petroleum hydrocarbon concentrations above State action levels.
- o Groundwater flow was identified to be flowing southeast, away from the Property. Based on the regulatory closure, reported nature/extent of contamination, and downgradient hydro geologic location in relation to the Property, this site is not considered likely to pose an environmental concern for the Property. Based on the distance from the Property, this site is considered unlikely to present a REC relative to vapor migration.

Additional off-site properties were identified in the environmental databases and reviewed. The potential for environmental concern to the Property from the remaining off-site locations identified in the environmental database appears to be low due to one or more of the following: type of regulatory listing, type of resource (soil) affected, location with respect to the direction of regional groundwater flow, distance from the Property, status of the case, and/or potential responsible parties have been identified.

8.0 Opinion

This section discusses our opinions of potential environmental impacts to the Property, including our rationale for presenting the concerns in this section versus RECs, or lack thereof, discussed in *9.0 Conclusions and Recommendations*.

The roadway that once bisected the central portion of the Property from southwest to northeast from at least 1953 to 1980 appears to correlate with the location of observed mounds/depressions and various trash. Half-buried trash and litter scattered about the central portion of the Property indicate possible dumping on site. This is considered a REC.

The potential for environmental concern to the Property from the adjoining and off-site locations identified in the environmental database appears to be low due to one or more of the following: type of regulatory listing, type of resource (soil) affected, location with respect to the direction of regional groundwater flow, distance from the Property, status of the case, and/or potential responsible parties have been identified.

9.0 Conclusions and Recommendations

Converse has performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E1527-013 for the property located at 3410 Butti Way in Carson City, Nevada. Any exceptions to or deletions from this practice are described in the Limitations and Exceptions of Assessment section of this report.

This assessment has revealed evidence of one (1) recognized environmental conditions in connection with the Property:

- The roadway that once bisected the central portion of the Property from southwest to northeast from at least 1953 to 1980 correlates with the location of observed mounds/depressions and trash. Half-buried trash and litter scattered about the central portion of the Property indicate possible dumping on site.

Converse recommends conducting a Limited Phase II Environmental Site assessment in the vicinity of the observed mounds/depressions and trash. Use of an excavator/ test pits are recommended during this Limited Phase II ESA to evaluate for potential buried debris.

10.0 Deviations

No deviation(s) from the ASTM Standard Practice were encountered during this assessment.

11.0 Additional Non-Scope Services

There are environmental issues outside the scope of the ASTM E1527-13 that can be assessed in connection with a commercial real estate transaction. These are dealt with as non-scope considerations since they do not typically present a Superfund Liability. The specific level of inquiry (if any) is defined in the Proposal which contains a Scope of Work. These non-scope services are very client specific and not covered by the ASTM standard. They are frequently related to the business environmental risk which is defined in the standard as “risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate.

No non-scope issues were addressed in this report.

12.0 Signature of Environmental Professional

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 312.

I have the specific qualifications based on education, training and experience to assess a *property* of the nature, history, and setting of the *subject property*. I have developed and performed the all appropriate inquiries in conformance with the standard and practices set forth in 40 CFR Part 312.



Philip Childers, CEM
Senior Environmental Manager
Nevada CEM 1952 (Exp. 09/30/2019)
Date Signed: 4/16/2019

This Phase I ESA was completed [by or under the supervision] of the above Environmental Professional. A complete list of preparers, and their responsibilities for this assessment, is provided in the following section (Section 13.0, List of Preparers).

Nevada Certified Environmental Manager Jurat

I hereby certify that I am responsible for the services described in this document and for the preparation of this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all Federal, State, and local statutes, regulations, and ordinances.

13.0 List of Preparers

Philip S. Childers, CEM

Senior Environmental Manager

B.S., Environmental Studies (Cum Laude), University of Las Vegas.

Nevada Certified Environmental Manager

Nevada Licensed Asbestos Consultant

Nevada Certified Lead Based Paint Risk Assessor

California Licensed Asbestos Consultant

New York Asbestos Inspector, Project Designer and Project Monitor

Oklahoma Asbestos Inspector and Project Designer

Oklahoma Lead Based Paint Risk Assessor

Certified Safeland/Safegulf Instructor

Mr. Childers has been working in environmental consulting since 2003. He has conducted Phase I Environmental Site Assessments (ESA's), Phase II ESA's and supervised remediation and hazardous building material abatement projects on commercial and industrial properties in the States of Nevada, California, Illinois, Oklahoma and New York. In addition, he has completed Hazardous Building Materials Surveys (HBMS) for municipal clients and has conducted a large scale (4,000+ sample) asbestos survey for a NV energy sector client to facilitate client goals of strategic demolition and component removal. Philip has recently returned to Converse Consultants to lead the Reno office as Office Manager at this exciting time of growth in the Reno-Carson area.

Principal area of responsibility for this ESA report: Quality Assurance/Quality Control and Technical Review.

Connor Welsh

Environmental Project Manager/Environmental Scientist

B.S., Environmental Science, University of West Georgia, 2013

Nevada Licensed Asbestos Consultant

Mr. Welsh is currently responsible for the project management operations of the Reno, Nevada office. Mr. Welsh has over 5 years of experience with Phase I and II ESAs, asbestos surveys, lead-based paint surveys, abatement monitoring, as well as hazardous material audits, soil and groundwater remediation, regulatory consulting, and business development. Current duties at Converse include project management, business development and client maintenance, conducting/managing ESAs.

Principal area of responsibility for this ESA report: Project Management, Historical Research, Regulatory Agency Interaction, Property Reconnaissance, Interviews, and Report Generation.

Baltazar Pulido

Environmental Technician/Environmental Scientist

B.S., Environmental Science, University of Nevada, Reno, 2017

NV Asbestos Inspector Trainee

Mr. Pulido is responsible for field investigations, data collection, report compiling, and data entry operations at the Reno, Nevada office. Mr. Pulido has two years' experience working in the field taking samples and working in a naturalist educator role.

Principal area of responsibility for this ESA report: Historical Research, Report Generation, Property Reconnaissance, Regulatory Agency Interaction.

14.0 References

ASTM International, 2013, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E-1527-13

Carson City Fire Department, Request for Records, March 2019

Carson City Public Works Department, Request for Records, March 2019

ERIS City Directory, March 2019

ERIS Database Report, March 2019

ERIS Topographical Maps, March 2019

ERIS Historical Aerial Photos, March 2019

ERIS Fire Insurance Maps, March 2019

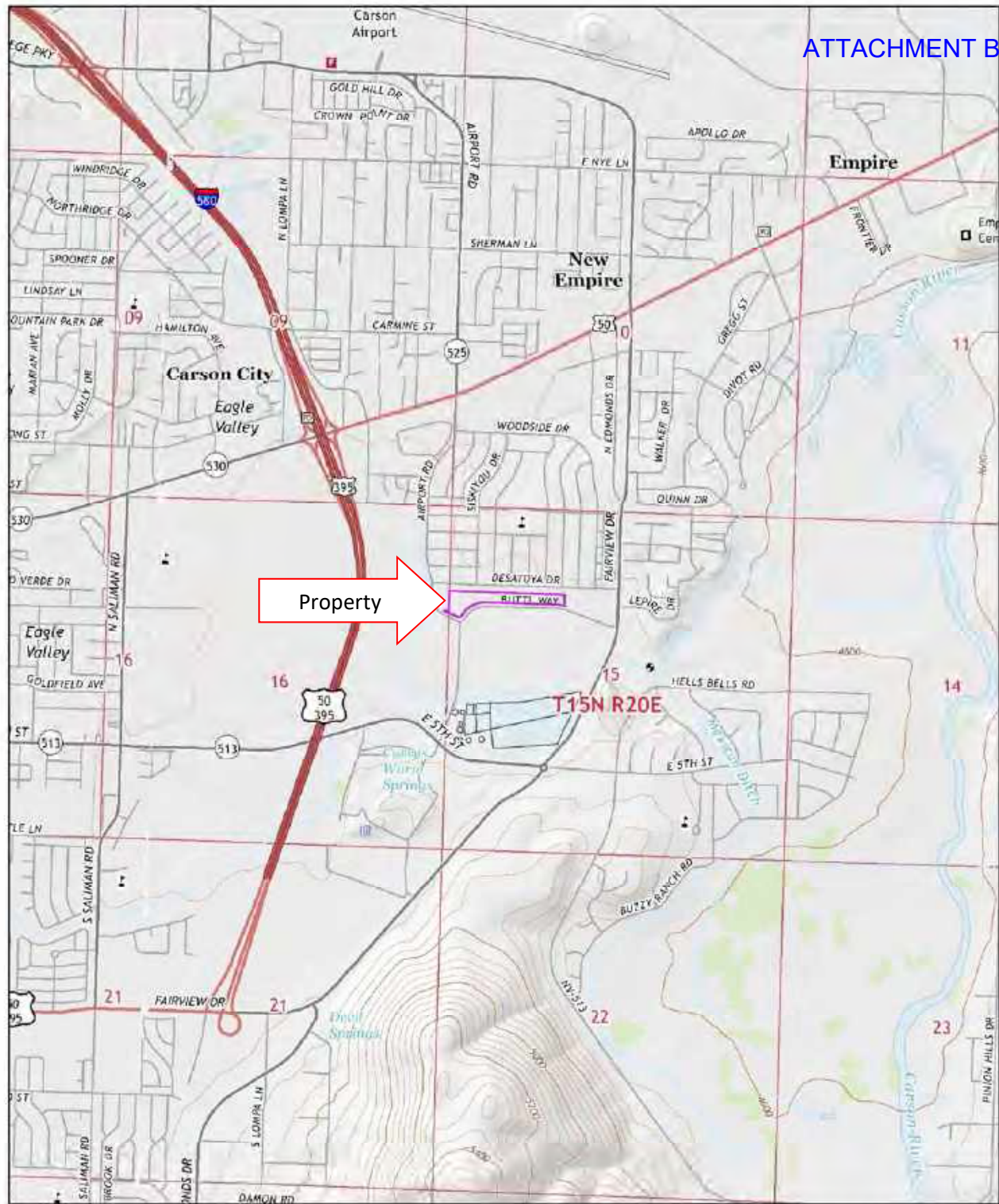
Websites

- Google Earth, www.google.com/earth/
- Carson City Assessors Map, <https://carsoncitynv.mapgeo.io/datasets/properties?abuttersDistance=300&basemap=google-satellite&latlng=39.164754%2C-119.726877&zoom=16>
- NPMS Public Viewer, <https://pvnpm.phmsa.dot.gov/PublicViewer/>
- Nevada Division of Environmental Protection Map, <http://webgis.ndep.nv.gov/>
- Google Maps, <https://www.google.com/maps>
- State of Nevada Websites:
 - Water Resources - <http://webgis.water.nv.gov/Hydrology/>
 - NDEP eMap - <http://webgis.ndep.nv.gov/>
- United States Department of Transportation, Pipeline and Hazardous Material Safety Administration (PHMSA), Pipeline Location Website (<https://www.npms.phmsa.dot.gov/default.htm>)

All additional referenced sources are appended to this report.

Site Plans

Appendix A



2014

0 0.2 0.4 0.8 Miles

Order No. 20190305104

FIGURE 1
Site Location Map
 SOURCE: ERIS Report
 Carson City, Nevada
 SCALE: as shown



Converse Consultants
 Geotechnical Engineering
 Environmental & Groundwater Science
 Inspection & Testing Services

VACANT PARCEL
3410 Butti Way,
Carson City, Nevada
Converse Project Number 18-23112-01



FIGURE 2
Site Location Map
 SOURCE: Google Earth
 Carson City, Nevada
 SCALE: As Shown



Converse Consultants
 Geotechnical Engineering
 Environmental & Groundwater Science
 Inspection & Testing Services

VACANT PARCEL
3410 Butti Way
Carson City, Nevada
Converse Project Number 18-23112-01

**Pertinent Property
Photographs**

Appendix B

Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Photograph 1: View of the Property facing east.



Photograph 2: View of Property facing west.



Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Photograph 3: View of the Property with standing surface water facing north-west.



Photograph 4: Evidence of soil fissures on southwest corner of the Property at the intersection of Butti Way and Airport Road.



Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Photograph 5: Southwest portion of Property facing south-east.



Photograph 6: Brush-pile located on western portion of the Property.



Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Photograph 7: Apparent unimproved trail traversing the north-western portion of the Property from west to east.



Photograph 8: Standing water located on western portion of the Property.



Photograph 9: Electrical connection for future street lighting along Butti Way.



Photograph 10: Carson City Public Works to the south of Property.

Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Picture 11: Drainage ditch running under Butti Way north to south in central portion of the Property.



Picture 12: Drainage ditch running along Butti Way north to south in central portion of the Property.



Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Picture 13: Drainage channel in central portion of Property.



Picture 14: View of central portion of the Property facing north.





Picture 15: View of the Property facing East.



Picture 16: Half-buried wooden pallet in central portion of the Property.



Picture 17: Mounds and depressions in central portion of the Property.



Picture 18: Trash (cans, concrete, metal plates, etc.)

Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Picture 19: Lava rock pile observed in central portion of the Property.



Picture 20: Remains of wooden fencing next to new fencing on northern central portion of Property.

Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Picture 21: Several depressions in central portion of Property.



Picture 22: Several mounds in central portion of the Property.

Northern Nevada Development Authority

3410 Butti Way

Carson City, Nevada

Converse Project Number: 18-23112-01

ATTACHMENT B



Picture 23: Mounds and depressions in central portion of the property.

Historical Information

Appendix C



ATTACHMENT B

HISTORICAL AERIALS

Project Property: 3410 Butti way
3410 butti way
Carson City, NV 89701
Project No: 18-23112-01-00003a
Requested By: Converse Consultants
Order No: 20190305104
Date Completed: March 6, 2019

Search Results Summary

Year	Source	Scale	Comment
2017	NAIP - National Agriculture Information Program	1"=500'	
2013	NAIP - National Agriculture Information Program	1"=500'	
2010	NAIP - National Agriculture Information Program	1"=500'	
2006	NAIP - National Agriculture Information Program	1"=500'	
1999	USGS - US Geological Survey	1"=500'	
1994	USGS - US Geological Survey	1"=500'	
1990	USGS - US Geological Survey	1"=500'	
1980	NHAP - National High Altitude Photography	1"=500'	
1974	USGS - US Geological Survey	1"=500'	
1966	USGS - US Geological Survey	1"=500'	
1956	AMS - Army Mapping Service	1"=500'	BEST COPY AVAILABLE
1953	USGS - US Geological Survey	1"=500'	

0 100 200

ATTACHMENT B

Year: 2017
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES

www.erisinfo.com | 1.866.517.5204



257

0 100 200

ATTACHMENT B

Year: 2013
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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ATTACHMENT B



Year: 2010
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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ATTACHMENT B



Year: 2006
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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260



ATTACHMENT B



Year: 1999
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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ATTACHMENT B



Year: 1994
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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0 100 200

ATTACHMENT B

Year: 1990
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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ATTACHMENT B



Year: 1980
Source: NHAP
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



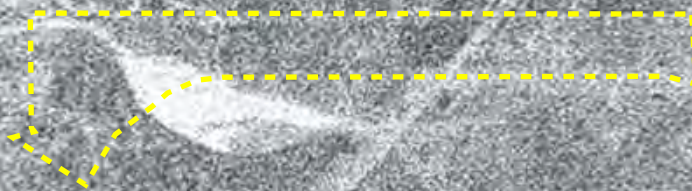
ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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ATTACHMENT B



Year: 1974
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



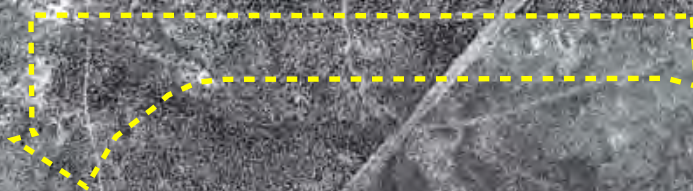
ERIS
ENVIRONMENTAL RESEARCH INFORMATION SERVICES

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ATTACHMENT B



Year: 1966
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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266



ATTACHMENT B



Year: 1956
Source: AMS
Scale: 1" to 500'
Comments: BEST COPY AVAILABLE

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306

Order No: 20190305104



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ATTACHMENT B



Year: 1953
Source: USGS
Scale: 1" to 500'
Comments:

Order No: 20190305104

Site Address: 3410 butti way Carson City NV
Approx Center: 39.16791 / -119.7306



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ENVIRONMENTAL RISK INFORMATION SERVICES



CITY
DIRECTORY

ATTACHMENT B

Project Property:	<i>3410 Butti way 3410 butti way Carson City, NV 89701</i>
Project No:	<i>18-23112-01-00003a</i>
Requested By:	<i>Converse Consultants</i>
Order No:	<i>20190305104</i>
Date Completed:	<i>March 7, 2019</i>

March 7, 2019
 RE: CITY DIRECTORY RESEARCH
 3410 Butti way
 3410 butti way Carson City, NV

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:

3350-3505 of Butti way
 3400-3500 of Airport Road

Search Results Summary

Date	Source	Comment
2018	DIGITAL BUSINESS DIRECTORY	
2014	DIGITAL BUSINESS DIRECTORY	
2010	DIGITAL BUSINESS DIRECTORY	
2005	POLKS	
2000	POLKS	
1995	POLKS	
1990	POLKS	
1985	POLKS	
1980	POLKS	
1975	POLKS	
1970	POLKS	
1965	POLKS	

3471 CAPRIATI CONSTRUCTION CORP...Construct

3303 CARSON CITY FACILITIES MNTNC...Governm

3303 CITY OF CARSON CITY FLEET SVC...Automo

3303 JAC-CITIRIDE...Bus Lines

3505 CARSON CITY GEOGRAPHIC INFO...Governme

3505 CARSON CITY TRANSPORTATION...Governmen

3505 CARSON CITY WATER DIV...Water & Sewage

ATTACHMENT B

NO LISTING FOUND FOR THIS YEAR...

- 3303 CARSON CITY CODE ENFORCEMENT...Legisla
- 3303 CARSON CITY FACILITIES MNTNC...Legisla
- 3303 CARSON CITY FLEET SVC DEPT...Legisla
- 3303 CARSON CITY PARKING ENFRCMNT...Legisla
- 3303 CARSON CITY PARKS ADMIN...E-commerce
- 3303 CARSON CITY PARKS ADMIN...City Governm
- 3303 CARSON CITY PARKS ADMIN...Executive Of
- 3303 CORONER...Misc Ambulatory Health Care
- 3303 JAC-CITIRIDE...Interurban & Rural Bus
- 3505 CARSON CITY GEOGRAPHIC INFO...Legislat
- 3505 CARSON CITY TRANSPORTATION...Transport
- 3505 CARSON CITY UTILITIES DIV...Utility Re
- 3505 TRAFFIC SIGNALS...Legislative Bodies

ATTACHMENT B

NO LISTING FOUND FOR THIS YEAR...

- 3303 CARSON CITY COMMUNITY TRNSPRTN...Legis
- 3303 CARSON CITY FLEET SVC DEPT...Legislati
- 3303 CARSON CITY PARKING ENFRCMNT...Legisla
- 3303 CARSON CITY PARKS & REC DEPT...Nature
- 3303 CARSON CITY PARKS & RECREATION...Natur
- 3303 CORONER...Misc Ambulatory Health Care
- 3303 GOVERNORS FIELD COMPLEX...Executive Of
- 3303 NEVADA LEGACY CORPS...Other Social Adv
- 3303 TRAFFIC SIGNALS...Legislative Bodies
- 3505 CARSON CITY ENVIRONMENTAL...Air, Water
- 3505 CARSON CITY GEOGRAPHIC INFO...Legislat
- 3505 CARSON CITY PUBLIC WORKS...Highway, St
- 3505 CARSON CITY PUBLIC WORKS MNTNC...Highw
- 3505 CARSON CITY STREET...Legislative Bodie
- 3505 CARSON CITY STREET & STORM...Legislati
- 3505 CARSON CITY TRAFFIC SIGNAL...Legislati
- 3505 CARSON CITY UTILITIES...Utility Regula
- 3505 UTILITY DEPT-WATER DIV...Utility Regul

ATTACHMENT B

3301 RESIDENTIAL LISTING
3320 RESIDENTIAL LISTING
3407 RESIDENTIAL LISTING
3411 RESIDENTIAL LISTING
3417 RESIDENTIAL LISTING
3423 RESIDENTIAL LISTING
3429 RESIDENTIAL LISTING
3435 RESIDENTIAL LISTING
3441 RESIDENTIAL LISTING
3447 RESIDENTIAL LISTING
3453 RESIDENTIAL LISTING
3459 RESIDENTIAL LISTING
3465 NO CURRENT LISTING
3471 RESIDENTIAL LISTING
3477 RESIDENTIAL LISTING

3303 CARSON CITY CMNTY TRNSPRTN GOVERN...
3303 CARSON CITY FLEET SVC DEPT GOVERNME...
3303 CARSON CITY HEALTH DEPT CITY GOVERN...
3303 CARSON CITY HUMAN SVC DEPT CITY GOVE...
3303 CARSON CITY PARKS & REC DEPT PARKS
3303 CARSON CITY PUBLIC WORKS MNTNC PARKI...
3303 CARSON CITY PUBLIC WORKS MNTNC PARK
3303 CARSON CITY TRAFFIC SIGNAL GOVERNMEN...
3303 CORONER MEDICAL EXAMINERS
3303 GOVERNORS FIELD COMPLEX CITY GOVERN...
3303 LUCIDO CONNIE 2
3303 TRAFFIC SIGNALS GOVERNMENT OFFICES .
3505 CARSON CITY ENVIRONMENTAL CITY GOVER...
3505 CARSON CITY ENVIRONMENTAL CITY GOVER...
3505 CARSON CITY GEOGRAPHIC INFO GOVERN...
3505 CARSON CITY PUBLIC WKS - UTLTS GOVERN...
3505 CARSON CITY STREET & STORM GOVERNME...
3505 CARSON CITY STREET GOVERNMENT OFFICES
3505 CARSON CITY TRANSPORTATION CITY GOVE...

ATTACHMENT B

3325 L & L ENTERPRISES DRCT SLING ESTBMNTS
3351 SCOTT MARSHALL L
3381 NOT VERIFIED
3401 COONSE DONALD

3300 CARSON CITY CITY OF WATER DIVISION
3300 CARSON CITY CITY OF WATER DIVISION WA...
3303 CARSON CITY CITY OF PARKS & RECREAT...
3303 CARSON CITY CITY OF PURCHASING GOVT
3303 CARSON CITY CITY OF PURCHASING GOVT ...
3505 NOT VERIFIED
3505 NOT VERIFIED
3770 CONKLIN CAROLE L
3770 CONKLIN MICHAEL D
3770 SIERRA VISTA PET CEMETERY CEMTRY
3770 SIERRA VISTA PET CEMETERY CEMTRY

ATTACHMENT B

NO LISTINGS IN RANGE

NO LISTINGS IN RANGE

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ATTACHMENT B

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STREET NOT LISTED

ATTACHMENT B

NO LISTINGS IN RANGE

STREET NOT LISTED

ATTACHMENT B

NO LISTINGS IN RANGE

STREET NOT LISTED

ATTACHMENT B

ERIS Database Report

Appendix D



DATABASE REPORT

Project Property: 3410 Butti way
3410 butti way
Carson City NV 89701

Project No: 18-23112-01-00003a

Report Type: Database Report

Order No: 20190305104

Requested by: Converse Consultants

Date Completed: March 7, 2019

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Executive Summary

Property Information:

Project Property: 3410 Butti way
3410 butti way Carson City NV 89701

Project No: 18-23112-01-00003a

Coordinates:

Latitude: 39.167913
Longitude: -119.730677
UTM Northing: 4,338,962.44
UTM Easting: 264,087.55
UTM Zone: UTM Zone 11S

Elevation: 4,626 FT

Order Information:

Order No: 20190305104
Date Requested: March 5, 2019
Requested by: Converse Consultants
Report Type: Database Report

Historicals/Products:

Aerial Photographs	Historical Aerials (Boundaries)
City Directory Search	CD - 2 Street Search
ERIS Xplorer	ERIS Xplorer
Excel Add-On	Excel Add-On
Fire Insurance Maps	US Fire Insurance Maps
Physical Setting Report (PSR)	PSR
Topographic Map	Topographic Maps

Executive Summary: Report Summary

ATTACHMENT B

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
<u>Standard Environmental Records</u>								
Federal								
NPL	Y	1	0	0	0	0	0	0
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	.5	0	0	0	0	-	0
SEMS	Y	.5	0	0	0	0	-	0
ODI	Y	.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	.5	0	0	0	0	-	0
CERCLIS	Y	.5	0	0	0	0	-	0
IODI	Y	.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	.5	0	0	0	0	-	0
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	.5	0	0	0	1	-	1
RCRA LQG	Y	.25	0	0	0	-	-	0
RCRA SQG	Y	.25	0	0	0	-	-	0
RCRA CESQG	Y	.25	0	0	0	-	-	0
RCRA NON GEN	Y	.25	0	0	0	-	-	0
FED ENG	Y	.5	0	0	0	0	-	0
FED INST	Y	.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	.5	0	0	0	0	-	0
FEMA UST	Y	.25	0	0	0	-	-	0
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0
State								
SHWS	Y	1	0	0	0	4	15	19

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DSHW	Y	1	0	0	0	0	0	0
SWF/LF	Y	.5	0	0	0	1	-	1
LUST	Y	.5	0	0	0	0	-	0
DELISTED LST	Y	.5	0	0	0	0	-	0
UST	Y	.25	0	0	0	-	-	0
UST NONCOMP	Y	.25	0	0	0	-	-	0
AST	Y	.25	0	0	0	-	-	0
DTNK	Y	.25	0	0	0	-	-	0
VCP	Y	.5	0	0	0	0	-	0
BROWNFIELDS	Y	.5	0	0	0	0	-	0

ATTACHMENT B

Tribal

INDIAN LUST	Y	.5	0	0	0	0	-	0
INDIAN UST	Y	.25	0	0	0	-	-	0
DELISTED ILST	Y	.5	0	0	0	0	-	0
DELISTED IUST	Y	.25	0	0	0	-	-	0

County

No County standard environmental record sources available for this State.

Additional Environmental Records

Federal

FINDS/FRS	Y	PO	0	1	-	-	-	1
TRIS	Y	PO	0	-	-	-	-	0
HMIRS	Y	.125	0	0	-	-	-	0
NCDL	Y	PO	0	-	-	-	-	0
TSCA	Y	.125	0	0	-	-	-	0
HIST TSCA	Y	.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	.5	0	0	0	0	-	0
ICIS	Y	PO	0	1	-	-	-	1
FED DRYCLEANERS	Y	.25	0	0	0	-	-	0
DELISTED FED DRY	Y	.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
MLTS	Y	PO	0	-	-	-	-	0
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	.25	0	0	0	-	-	0
ALT FUELS	Y	.25	0	0	0	-	-	0
SSTS	Y	.25	0	0	0	-	-	0
PCB	Y	.5	0	0	0	0	-	0

State

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
SPILLS	Y	.125	0	2	-	-	-	2
HIST SPL	Y	.125	0	0	-	-	-	0

ATTACHMENT B

Tribal *No Tribal additional environmental record sources available for this State.*

County *No County additional environmental record sources available for this State.*

Total:	0	4	0	6	15	25

* PO – Property Only

* 'Property and adjoining properties' database search radii are set at 0.25 miles.

Executive Summary: Site Report Summary - Project Property

[ATTACHMENT B](#)

<i>Map Key</i>	<i>DB</i>	<i>Company/Site Name</i>	<i>Address</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev Diff (ft)</i>	<i>Page Number</i>

No records found in the selected databases for the project property.

Executive Summary: Site Report Summary - Surrounding Properties

ATTACHMENT B

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	FINDS/FRS	CARSON CITY DRINKING WATER SYSTEM	CARSON CITY METRO AREA (MAIN OFC: 3505 BUTTI WAY) CARSON CITY NV 89701	WSW	0.01 / 48.58	1	19
1	ICIS	CARSON CITY DRINKING WATER SYSTEM	CARSON CITY METRO AREA (MAIN OFC: 3505 BUTTI WAY) CARSON CITY NV 89701	WSW	0.01 / 48.58	1	19
2	SPILLS	Frloormasters Carpet Cleaning	Across the street from 1029 Airport Road Storm drain southbound Airport Road just north of Shriver; Carson City. Carson City NV	WNW	0.11 / 569.17	3	20
2	SPILLS	Resident	Backyard of house on Shriver just east of Airport Road. Behind 1029 Airport Road Carson City NV	WNW	0.11 / 569.17	3	20
3	RCRA TSD	ALL METALS PROCESSING	3915 FAIRVIEW CARSON CITY NV 89701 <i>EPA Handler ID: NVD085286037</i>	E	0.25 / 1,323.11	33	21
4	SHWS	Carson City Corporate Yard	3300 Butti Way Carson City NV APN: 602 NV	SSW	0.26 / 1,356.61	-2	50
5	SHWS	Nevada State Prison	3301 East Fifth Street Carson City NV APN: 1083 NV	SW	0.36 / 1,917.77	-2	50
6	SWF/LF	CARSON CITY ENVIRONMENTAL CONTROL OFFICE	NV	SSW	0.36 / 1,921.43	0	51
7	SHWS	Bella Lago Village Apartments	1600 Airport Road Carson City NV APN: Carson City NV	NNW	0.42 / 2,191.91	14	51
8	SHWS	Sierra Pacific Power Company	1518 Continental Drive Carson City NV APN: NV	N	0.43 / 2,254.13	14	52
9	SHWS	AAMCO Transmissions	3075 U.S. Highway 50 East Carson City NV APN: 220 NV	NNW	0.56 / 2,961.08	17	52

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
ATTACHMENT B							
10	SHWS	7-Eleven #15833	3083 U.S. Highway 50 East Carson City NV APN: Carson City NV	NNW	0.57 / 2,992.86	17	52
11	SHWS	Sierra Pacific Power Company Mobile Source	Primary Street: U.S. Highway 50 Cross Street: Russell Way Distance: Direction: City: Carson City Carson City NV	NW	0.65 / 3,408.71	13	53
12	SHWS	Country Store	3389 U.S. Highway 50 East Carson City NV APN: 50 Carson City NV	N	0.65 / 3,416.13	17	54
13	SHWS	Coast to Coast Hardware	2290 U.S. Highway 50 East Carson City NV APN: NV	WNW	0.68 / 3,574.91	14	55
14	SHWS	Sierra Pacific Power Company	1820 Dori Street Carson City NV APN: NV	NNW	0.74 / 3,900.54	22	55
15	SHWS	Hone Family Trust	1882 U.S. Highway 50 East Carson City NV APN: NV	WNW	0.80 / 4,228.38	17	55
16	SHWS	M&M Muffler	1860 U.S. Highway 50 East Carson City NV APN: Carson City NV	WNW	0.82 / 4,321.96	17	56
17	SHWS	Western Energetix/Berry- Hinkley	1400 Rand Avenue Carson City NV APN: Carson City NV	WNW	0.93 / 4,927.47	21	56
18	SHWS	Carson High School Chemistry Laboratory	1111 North Saliman Road Carson City NV APN: NV	WNW	0.97 / 5,116.84	21	57
18	SHWS	Carson City School District Bus Yard	1111 North Saliman Road Carson City NV APN: NV	WNW	0.97 / 5,116.84	21	57
19	SHWS	Wild Bill's Stage Stop	1515 U.S. Highway 50 East Carson City NV APN: NV	WNW	0.97 / 5,119.45	22	58
20	SHWS	U-Haul Moving and Storage Center	1498 East William Street Carson City NV APN: 1101 NV	WNW	0.99 / 5,210.02	22	58

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number

ATTACHMENT B

20	SHWS	U-Haul Moving and Storage Center	1498 East William Street Carson City NV APN: 800 NV	WNW	0.99 / 5,210.02	22	59
21	SHWS	Martin Property	42 Century Circle Carson City NV APN: 654 NV	NNE	0.99 / 5,219.33	20	59

Standard**Federal****RCRA TSD - RCRA non-CORRACTS TSD Facilities**

A search of the RCRA TSD database, dated Dec 17, 2018 has found that there are 1 RCRA TSD site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ALL METALS PROCESSING	3915 FAIRVIEW CARSON CITY NV 89701 <i>EPA Handler ID: NVD085286037</i>	E	0.25 / 1,323.11	<u>3</u>

State**SHWS - Bureau of Corrective Actions' Project Tracking Database**

A search of the SHWS database, dated Nov 26, 2018 has found that there are 19 SHWS site(s) within approximately 1.00 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Bella Lago Village Apartments	1600 Airport Road Carson City NV APN: Carson City NV	NNW	0.42 / 2,191.91	<u>7</u>
Sierra Pacific Power Company	1518 Continental Drive Carson City NV APN: NV	N	0.43 / 2,254.13	<u>8</u>
AAMCO Transmissions	3075 U.S. Highway 50 East Carson City NV APN: 220 NV	NNW	0.56 / 2,961.08	<u>9</u>
7-Eleven #15833	3083 U.S. Highway 50 East Carson City NV APN: Carson City NV	NNW	0.57 / 2,992.86	<u>10</u>
Sierra Pacific Power Company Mobile Source	Primary Street: U.S. Highway 50 Cross Street: Russell Way Distance: Direction: City: Carson City Carson City NV	NW	0.65 / 3,408.71	<u>11</u>
Country Store	3389 U.S. Highway 50 East Carson City NV APN: 50 Carson City NV	N	0.65 / 3,416.13	<u>12</u>
Coast to Coast Hardware	2290 U.S. Highway 50 East Carson City NV APN: NV	WNW	0.68 / 3,574.91	<u>13</u>

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ATTACHMENT B				
Sierra Pacific Power Company	1820 Dori Street Carson City NV APN: NV	NNW	0.74 / 3,900.54	<u>14</u>
Hone Family Trust	1882 U.S. Highway 50 East Carson City NV APN: NV	WNW	0.80 / 4,228.38	<u>15</u>
M&M Muffler	1860 U.S. Highway 50 East Carson City NV APN: Carson City NV	WNW	0.82 / 4,321.96	<u>16</u>
Western Energetix/Berry-Hinkley	1400 Rand Avenue Carson City NV APN: Carson City NV	WNW	0.93 / 4,927.47	<u>17</u>
Carson City School District Bus Yard	1111 North Saliman Road Carson City NV APN: NV	WNW	0.97 / 5,116.84	<u>18</u>
Carson High School Chemistry Laboratory	1111 North Saliman Road Carson City NV APN: NV	WNW	0.97 / 5,116.84	<u>18</u>
Wild Bill's Stage Stop	1515 U.S. Highway 50 East Carson City NV APN: NV	WNW	0.97 / 5,119.45	<u>19</u>
U-Haul Moving and Storage Center	1498 East William Street Carson City NV APN: 800 NV	WNW	0.99 / 5,210.02	<u>20</u>
U-Haul Moving and Storage Center	1498 East William Street Carson City NV APN: 1101 NV	WNW	0.99 / 5,210.02	<u>20</u>
Martin Property	42 Century Circle Carson City NV APN: 654 NV	NNE	0.99 / 5,219.33	<u>21</u>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Carson City Corporate Yard	3300 Butti Way Carson City NV APN: 602 NV	SSW	0.26 / 1,356.61	<u>4</u>
Nevada State Prison	3301 East Fifth Street Carson City NV APN: 1083 NV	SW	0.36 / 1,917.77	<u>5</u>

SWF/LF - Solid Waste Facilities and Landfill Sites

A search of the SWF/LF database, dated Jun 5, 2018 has found that there are 1 SWF/LF site(s) within approximately 0.36 miles of the project property.

ATTACHMENT B

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CARSON CITY ENVIRONMENTAL CONTROL OFFICE	NV	SSW	0.36 / 1,921.43	<u>6</u>

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Oct 17, 2018 has found that there are 1 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CARSON CITY DRINKING WATER SYSTEM	CARSON CITY METRO AREA (MAIN OFC: 3505 BUTTI WAY) CARSON CITY NV 89701	WSW	0.01 / 48.58	<u>1</u>

ICIS - Integrated Compliance Information System (ICIS)

A search of the ICIS database, dated Nov 18, 2016 has found that there are 1 ICIS site(s) within approximately 0.02 miles of the project property.

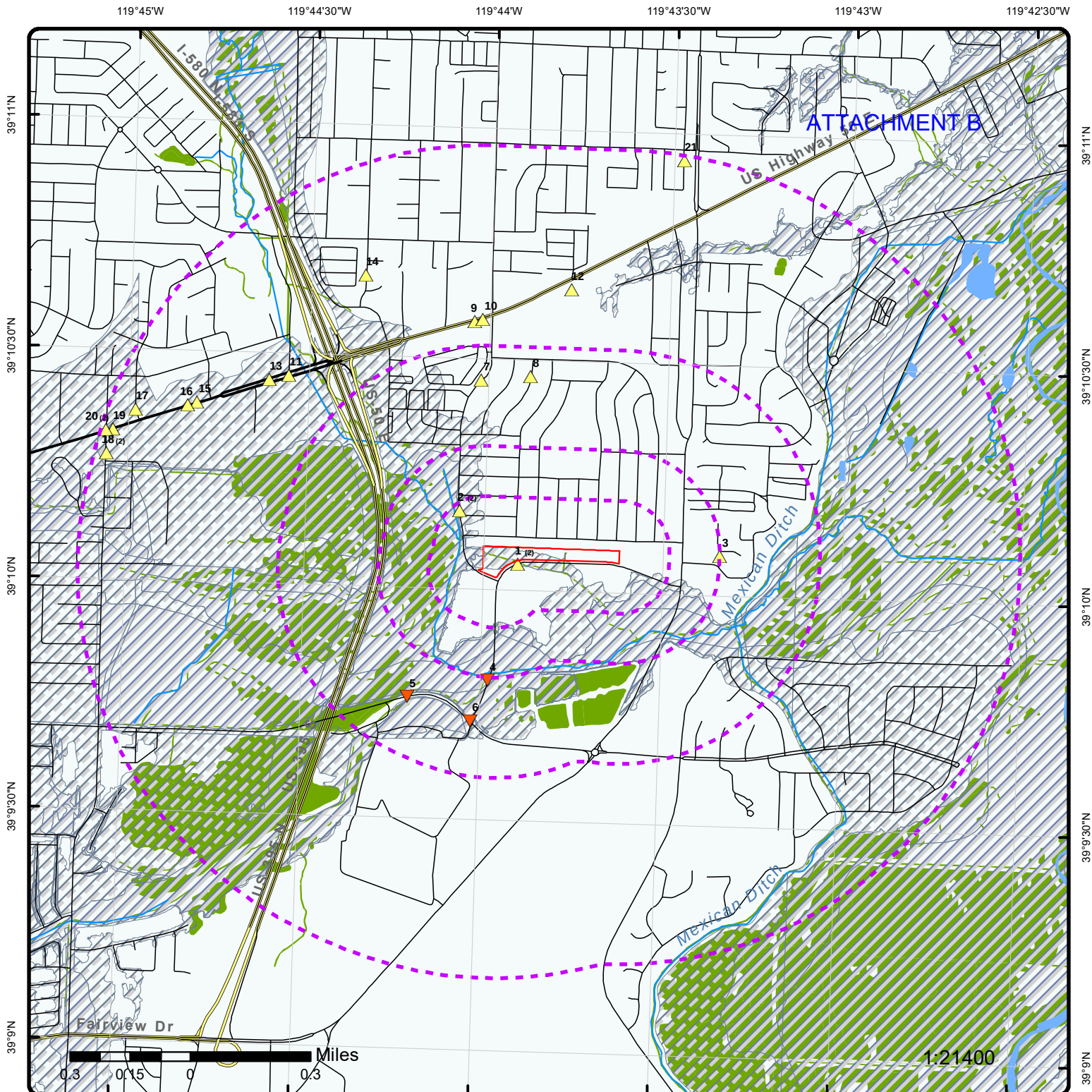
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CARSON CITY DRINKING WATER SYSTEM	CARSON CITY METRO AREA (MAIN OFC: 3505 BUTTI WAY) CARSON CITY NV 89701	WSW	0.01 / 48.58	<u>1</u>

State

SPILLS - Nevada Spills Database

A search of the SPILLS database, dated May 05, 2016 has found that there are 2 SPILLS site(s) within approximately 0.12 miles of the project property.

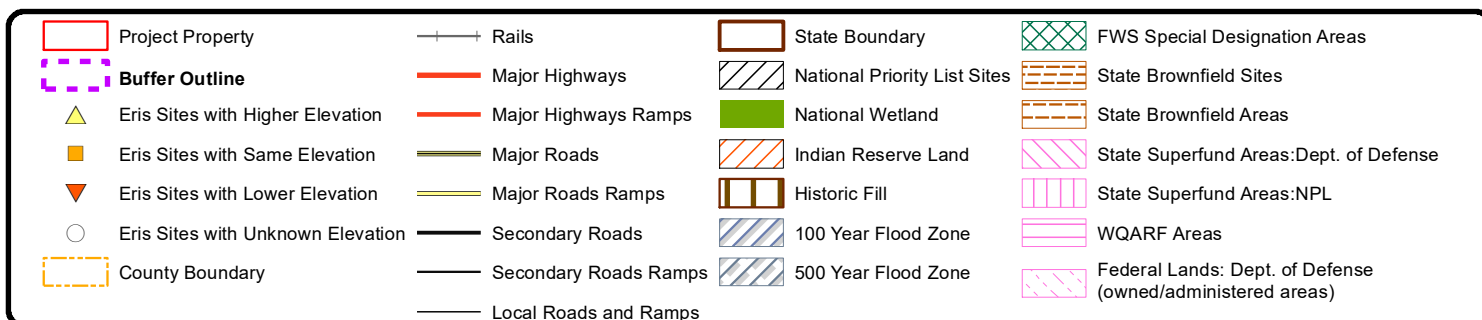
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Resident	Backyard of house on Shriver just east of Airport Road. Behind 1029 Airport Road Carson City NV	WNW	0.11 / 569.17	<u>2</u>
Frloormasters Carpet Cleaning	Across the street from 1029 Airport Road Storm drain southbound Airport Road just north of Shriver; Carson City. Carson City NV	WNW	0.11 / 569.17	<u>2</u>

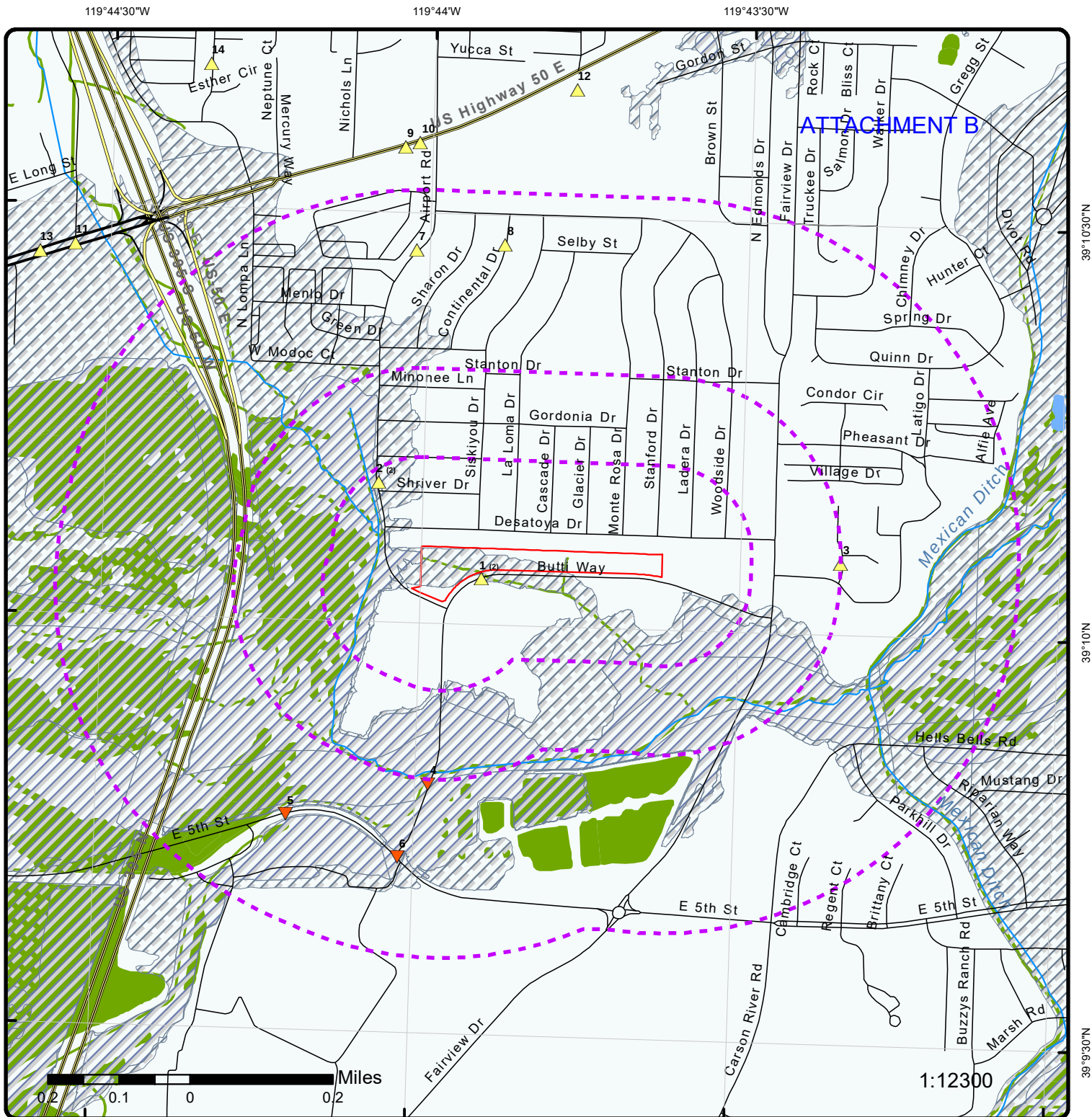


Map : 1 Mile Radius

Order No: 20190305104

Address: 3410 butti way, Carson City, NV, 89701

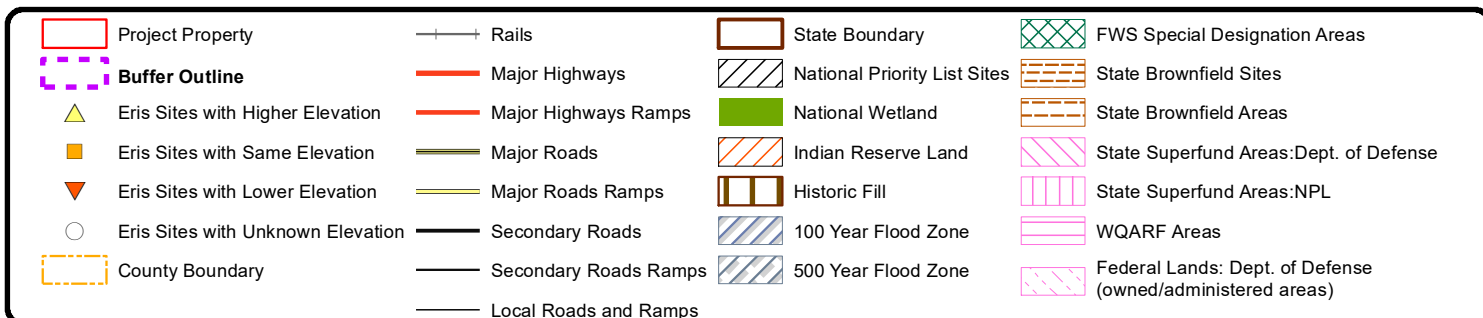


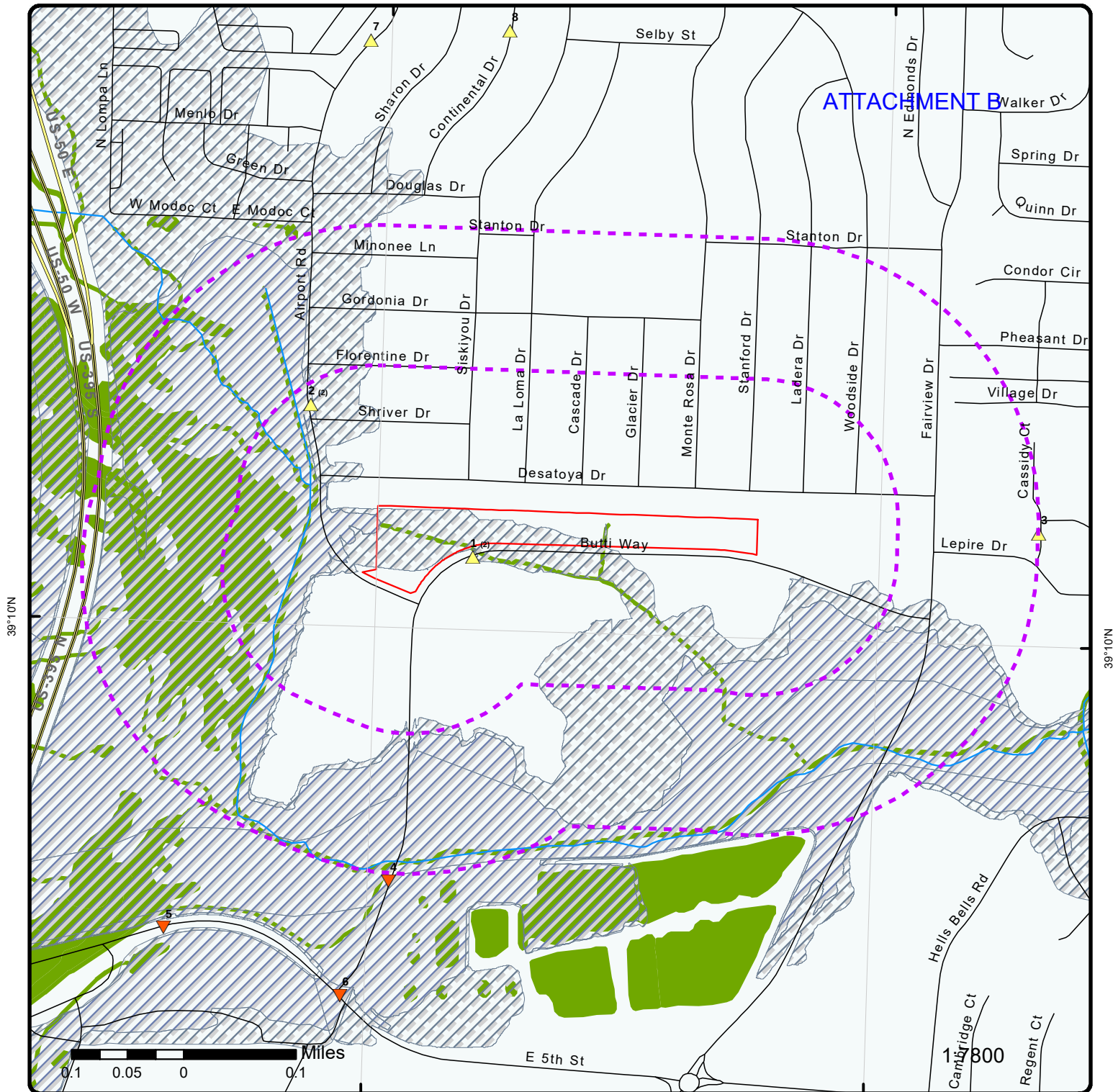


Map : 0.5 Mile Radius

Order No: 20190305104

Address: 3410 butti way, Carson City, NV, 89701

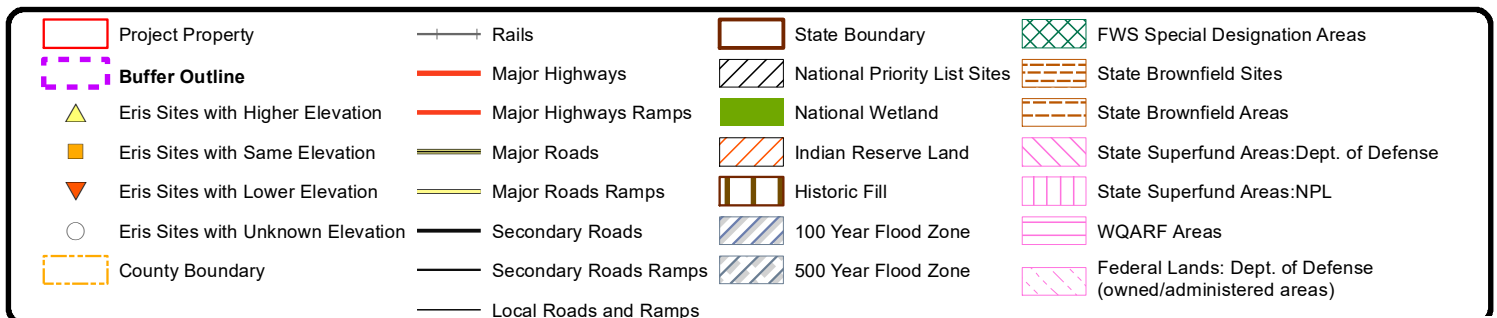




Map : 0.25 Mile Radius

Order No: 20190305104

Address: 3410 butti way, Carson City, NV, 89701



Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	1 of 2	WSW	0.01 / 48.58	4,627.53 / 1	CARSON CITY DRINKING WATER SYSTEM CARSON CITY METRO AREA (MAIN OFC: 3505 BUTTI WAY) CARSON CITY NV 89701	FINDS/FRS
Registry ID: FIPS Code: Program Acronyms: HUC Code: Site Type Name: Location Description: Supplemental Location: Create Date: Update Date: Interest Types: SIC Codes: SIC Code Descriptions: NAICS Codes: NAICS Code Descriptions: Conveyor: Federal Facility Code: Federal Agency Name: Tribal Land Code: Tribal Land Name: Congressional Dist No.: Census Block Code: EPA Region Code: County Name: US/Mexico Border Ind: Latitude: Longitude: Reference Point: Coord Collection Method: Accuracy Value: Datum: Source: Facility Detail Rprt URL:		110017750502 32510 ICIS 16050201 STATIONARY 17-MAY-2004 11:18:28 05-MAR-2013 09:58:13 FORMAL ENFORCEMENT ACTION 4941 WATER SUPPLY FRS-GEOCODE 02 325100006002006 09 CARSON CITY 39.167609 -119.731698 ENTRANCE POINT OF A FACILITY OR STATION ADDRESS MATCHING-HOUSE NUMBER 50 NAD83 http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110017750502				
1	2 of 2	WSW	0.01 / 48.58	4,627.53 / 1	CARSON CITY DRINKING WATER SYSTEM CARSON CITY METRO AREA (MAIN OFC: 3505 BUTTI WAY) CARSON CITY NV 89701	ICIS
EPA Region: FRS Facility UIN: Program Syst ID: Prog Sys Acronym: Permit Type:		09 110017750502 6513791 ICIS		Federal Facility ID: Tribal Land Code: County: Latitude: Longitude:		
--Details-- EA Identifier: EA Type Code: EA Type Desc: EA Name:		09-2004-0241 1414G2 SDWA 1414G2 AO For Compliance (PWS) City & County of Carson City		Enf Act Forum Dsc: Fac NAICS Code: Facility SIC Code:		
				Administrative - Formal		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ATTACHMENT B						
2	1 of 2	WNW	0.11 / 569.17	4,628.97 / 3	Frloormasters Carpet Cleaning Across the street from 1029 Airport Road Storm drain southbound Airport Road just north of Shriver; Carson City. Carson City NV	SPILLS
Dep No: 040630-05 APN No: Fed Dot No: RPT Date: 6/30/2004 Inc Date: 6/30/2004 Time: 1830 Anonymous: Yes Material: Carpet cleaning effluent Concent: Quantity: Unknown Media: Storm drain Rcvd By: Eric Matus Fed Rq: Unk State Rq: Unk Container: Loc Address: UST Facility ID: Confrmd Vislly: SW Impact: GW Impact: Enforce: Closed: RQ: Trans No: REGRECVTM: Undot1: Cas1: Chris1: Unit1: H2O Quant1: H2O Unit1: VID: SPINFO: Medium: Waterway: Cause: RPT Address: RPT City: RPT State: RPT Zip: RPT Zip4: RPT Time: 1845 Fac Zip4: Fac Tel Ext: Rep Name: Rep Agency: Telephone: Rep Tel Ext: Address: City: State: Zipcode: Contact: Phone: 775-841-5917 Spills State: NV County: Carson City Township: Range: Section: Q Q2: Hwy Mkr: P County: L Zip: Milepost: E Lat: E Long: Cause CD: CINFO: Notified: Name: Caller reports observing a Floormasters Carpet Cleaning van pull up to this storm drain several times, run a hose into the drain, and pump effluent out of their van for several minutes. None WPC, Val King ERT No Ematus						
2	2 of 2	WNW	0.11 / 569.17	4,628.97 / 3	Resident Backyard of house on Shriver just east of Airport Road. Behind 1029 Airport Road Carson City NV	SPILLS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Dep No:	040630-06				RPT Address:	
APN No:					RPT City:	
Fed Dot No:					RPT State:	
RPT Date:	6/30/2004				RPT Zip:	
Inc Date:					RPT Zip4:	
Time:					RPT Time:	1830
Anonymous:	Yes				Fac Zip4:	
Material:	Domestic Sewage				Fac Tel Ext:	
Concent:					Rep Name:	
Quantity:	Unknown				Rep Agency:	
Media:					Telephone:	
Rcvd By:	Eric Matus				Rep Tel Ext:	
Fed Rq:	Unk				Address:	
State Rq:	Unk				City:	
Container:					State:	
Loc Address:					Zipcode:	
UST Facility ID:					Contact:	
Confrmd Vislly:					Phone:	
SW Impact:					Spills State:	NV
GW Impact:					County:	Carson City
Enforce:					Township:	
Closed:					Range:	
RQ:					Section:	
Trans No:					Q Q2:	
REGRECVTM:					Hwy Mkr:	
Undot1:					P County:	
Cas1:					L Zip:	
Chris1:					Milepost:	
Unit1:					E Lat:	
H2O Quant1:					E Long:	
H2O Unit1:					Cause CD:	
VID:					CINFO:	
SPINFO:					Notified:	
Medium:					Name:	
Waterway:						
Cause:						
Action:						
Oversight:						
Oversight Email:						
Comments:						
Comment2:						
Comment3:						
Follow Up Info:						
FYI 1:						
FYI 2:						
FYI 3:						
FYI 1 Email:						
FYI 2 Email:						
FYI 3 Email:						

3	1 of 1	E	0.25 / 1,323.11	4,659.28 / 33	ALL METALS PROCESSING 3915 FAIRVIEW CARSON CITY NV 89701	RCRA TSD

EPA Handler ID:	NVD085286037
Gen Status Universe:	Large Quantity Generator
Contact Name:	RANDY ROACH
Contact Address:	3915 , FAIRVIEW DRIVE , , CARSON CITY , NV, 89701 , US
Contact Phone No and Ext:	775-884-9060
Contact Email:	INFO@CESTINC.COM
Contact Country:	US
Land Type:	Private
County Name:	CARSON CITY
EPA Region:	09
Receive Date:	20180212

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Dec, 2018.

Violation Details

Citation: FR - 262.34(c)
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 265.37
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date:
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 215
Enforcement Type Description:
Enforcement Action Date: 20051013
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Enforcement Type: 310
Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20051021
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount: 6250
Final Amount: 6250
Paid Amount: 6249.96

Violation Details

Citation: FR - 262.34(a)(2)
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 265.52
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date:
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 310
Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20051021
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount: 6250
Final Amount: 6250
Paid Amount: 6249.96

Enforcement Type: 215
Enforcement Type Description:
Enforcement Action Date: 20051013
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 265.53
Violation Short Description: Generators - General
Violation Type: 262.A

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
						ATTACHMENT B
Violation Determined Date:		20050616				
Scheduled Compliance Date:		20051007				
Return To Compliance		O				
Qualifier:						
Actual Return to Compl:		20060626				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		210				
Enforcement Type Description:		INITIAL 3008(A) COMPLIANCE				
Enforcement Action Date:		20050901				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						
Citation:		FR - 265.190				
Violation Short Description:		Generators - General				
Violation Type:		262.A				
Violation Determined Date:		20050616				
Scheduled Compliance Date:						
Return To Compliance		O				
Qualifier:						
Actual Return to Compl:		20060626				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		310				
Enforcement Type Description:		FINAL 3008(A) COMPLIANCE ORDER				
Enforcement Action Date:		20051021				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:		6250				
Final Amount:		6250				
Paid Amount:		6249.96				
Enforcement Type:		215				
Enforcement Type Description:						
Enforcement Action Date:		20051013				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						
Citation:		F - NRS 459.515				
Violation Short Description:		Universal Waste - Import Requirements				
Violation Type:		273.F				
Violation Determined Date:		19990512				
Scheduled Compliance Date:						
Return To Compliance		N				
Qualifier:						
Actual Return to Compl:		20030311				
Violation Responsible Agency:		State				

Enforcement Details

Enforcement Type: 120
Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19990618
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Enforcement Type: 221
Enforcement Type Description:
Enforcement Action Date: 19990513
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Enforcement Type: 114
Enforcement Type Description:
Enforcement Action Date: 19990617
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 265.16
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 262.34(a)(3)
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Return To Compliance						ATTACHMENT B
Qualifier:		O				
Actual Return to Compl:		20060626				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		310				
Enforcement Type Description:		FINAL 3008(A) COMPLIANCE ORDER				
Enforcement Action Date:		20051021				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:		6250				
Final Amount:		6250				
Paid Amount:		6249.96				
Enforcement Type:		215				
Enforcement Type Description:						
Enforcement Action Date:		20051013				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						
Citation:						
Violation Short Description:		TSD IS-Contingency Plan and Emergency Procedures				
Violation Type:		265.D				
Violation Determined Date:		20070628				
Scheduled Compliance Date:		20070824				
Return To Compliance		D				
Qualifier:						
Actual Return to Compl:		20070712				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		110				
Enforcement Type Description:		VERBAL INFORMAL				
Enforcement Action Date:		20070629				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						
Citation:		FR - 262.10-12.A				
Violation Short Description:		Generators - General				
Violation Type:		262.A				
Violation Determined Date:		19840927				
Scheduled Compliance Date:						
Return To Compliance		O				
Qualifier:						
Actual Return to Compl:		19841010				
Violation Responsible Agency:		State				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Violation Details

Citation: FR - 40 CFR 262.11
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 20030129
 Scheduled Compliance Date: 20030409
 Return To Compliance: D
 Qualifier:
 Actual Return to Compl: 20030612
 Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 120
 Enforcement Type Description: WRITTEN INFORMAL
 Enforcement Action Date: 20030307
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount:
 Final Amount:
 Paid Amount:

Violation Details

Citation: FR - 265.53
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 20050616
 Scheduled Compliance Date:
 Return To Compliance: O
 Qualifier:
 Actual Return to Compl: 20060626
 Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 215
 Enforcement Type Description:
 Enforcement Action Date: 20051013
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount:
 Final Amount:
 Paid Amount:

Enforcement Type: 310
 Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
 Enforcement Action Date: 20051021
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount: 6250
 Final Amount: 6250
 Paid Amount: 6249.96

Violation Details

Citation: SR - NAC 444.8677
 Violation Short Description: State Statute or Regulation
 Violation Type: XXS
 Violation Determined Date: 20050616

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
						ATTACHMENT B
Scheduled Compliance Date:						
Return To Compliance		O				
Qualifier:						
Actual Return to Compl:		20060626				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		215				
Enforcement Type Description:						
Enforcement Action Date:		20051013				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
Enforcement Type:		310				
Enforcement Type Description:		FINAL 3008(A) COMPLIANCE ORDER				
Enforcement Action Date:		20051021				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:		6250				
Final Amount:		6250				
Paid Amount:		6249.96				
<u>Violation Details</u>						
Citation:		FR - 265.16				
Violation Short Description:		Generators - General				
Violation Type:		262.A				
Violation Determined Date:		20050616				
Scheduled Compliance Date:						
Return To Compliance		O				
Qualifier:						
Actual Return to Compl:		20060626				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		215				
Enforcement Type Description:						
Enforcement Action Date:		20051013				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
Enforcement Type:		310				
Enforcement Type Description:		FINAL 3008(A) COMPLIANCE ORDER				
Enforcement Action Date:		20051021				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:		6250				
Final Amount:		6250				
Paid Amount:		6249.96				
<u>Violation Details</u>						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Citation:	F - 262.30-34.C
Violation Short Description:	Generators - General
Violation Type:	262.A
Violation Determined Date:	19990512
Scheduled Compliance Date:	
Return To Compliance	N
Qualifier:	
Actual Return to Compl:	20030311
Violation Responsible Agency:	State

Enforcement Details

Enforcement Type:	114
Enforcement Type Description:	
Enforcement Action Date:	19990617
Enf Disposition Status:	
Disposition Status Date:	
Enforcement Lead Agency:	State
Proposed Penalty Amount:	
Final Amount:	
Paid Amount:	

Enforcement Type:	120
Enforcement Type Description:	WRITTEN INFORMAL
Enforcement Action Date:	19990618
Enf Disposition Status:	
Disposition Status Date:	
Enforcement Lead Agency:	State
Proposed Penalty Amount:	
Final Amount:	
Paid Amount:	

Enforcement Type:	221
Enforcement Type Description:	
Enforcement Action Date:	19990513
Enf Disposition Status:	
Disposition Status Date:	
Enforcement Lead Agency:	State
Proposed Penalty Amount:	
Final Amount:	
Paid Amount:	

Violation Details

Citation:	SR - NAC 444.8671
Violation Short Description:	State Statute or Regulation
Violation Type:	XXS
Violation Determined Date:	20050616
Scheduled Compliance Date:	
Return To Compliance	O
Qualifier:	
Actual Return to Compl:	20060626
Violation Responsible Agency:	State

Enforcement Details

Enforcement Type:	215
Enforcement Type Description:	
Enforcement Action Date:	20051013
Enf Disposition Status:	
Disposition Status Date:	
Enforcement Lead Agency:	State
Proposed Penalty Amount:	
Final Amount:	
Paid Amount:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Enforcement Type: 310
Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20051021
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount: 6250
Final Amount: 6250
Paid Amount: 6249.96

Violation Details

Citation: FR - 262.34(a)(3)
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 265.190
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 40 CFR 262.34(a)
Violation Short Description: Generators - Pre-transport

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
						ATTACHMENT B
Violation Type:		262.C				
Violation Determined Date:		20030129				
Scheduled Compliance Date:		20030409				
Return To Compliance		D				
Qualifier:						
Actual Return to Compl:		20030612				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		120				
Enforcement Type Description:		WRITTEN INFORMAL				
Enforcement Action Date:		20030307				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						
Citation:		F - 444.8632-8688				
Violation Short Description:		State Statute or Regulation				
Violation Type:		XXS				
Violation Determined Date:		19990512				
Scheduled Compliance Date:						
Return To Compliance		N				
Qualifier:						
Actual Return to Compl:		20030311				
Violation Responsible Agency:		State				
<u>Enforcement Details</u>						
Enforcement Type:		221				
Enforcement Type Description:						
Enforcement Action Date:		19990513				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
Enforcement Type:		120				
Enforcement Type Description:		WRITTEN INFORMAL				
Enforcement Action Date:		19990618				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
Enforcement Type:		114				
Enforcement Type Description:						
Enforcement Action Date:		19990617				
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:		State				
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Violation Details

Citation: FR - 265.52
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 20050616
 Scheduled Compliance Date: 20051007
 Return To Compliance: O
 Qualifier:
 Actual Return to Compl: 20060626
 Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
 Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
 Enforcement Action Date: 20050901
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount:
 Final Amount:
 Paid Amount:

Violation Details

Citation: FR - 265.37
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 20050616
 Scheduled Compliance Date: 20051007
 Return To Compliance: O
 Qualifier:
 Actual Return to Compl: 20060626
 Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
 Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
 Enforcement Action Date: 20050901
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount:
 Final Amount:
 Paid Amount:

Violation Details

Citation: SR - NAC 444.8677
 Violation Short Description: State Statute or Regulation
 Violation Type: XXS
 Violation Determined Date: 20050616
 Scheduled Compliance Date: 20051007
 Return To Compliance: O
 Qualifier:
 Actual Return to Compl: 20060626
 Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 262.34(c)
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date:
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 310
Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20051021
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount: 6250
Final Amount: 6250
Paid Amount: 6249.96

Enforcement Type: 215
Enforcement Type Description:
Enforcement Action Date: 20051013
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Contingency Plan and Emergency Procedures
Violation Type: 265.D
Violation Determined Date: 20080422
Scheduled Compliance Date: 20080731
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20090529
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 110
Enforcement Type Description: VERBAL INFORMAL
Enforcement Action Date: 20080422
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:

Final Amount:

Paid Amount:

Violation Details

Citation: FR - 262.10-12.A
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 19900315
 Scheduled Compliance Date:
 Return To Compliance O
 Qualifier:
 Actual Return to Compl: 19900416
 Violation Responsible Agency: State

Violation Details

Citation: FR - 262.34(a)(2)
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 20050616
 Scheduled Compliance Date:
 Return To Compliance O
 Qualifier:
 Actual Return to Compl: 20060626
 Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 310
 Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
 Enforcement Action Date: 20051021
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount: 6250
 Final Amount: 6250
 Paid Amount: 6249.96

Enforcement Type: 215
 Enforcement Type Description:
 Enforcement Action Date: 20051013
 Enf Disposition Status:
 Disposition Status Date:
 Enforcement Lead Agency: State
 Proposed Penalty Amount:
 Final Amount:
 Paid Amount:

Violation Details

Citation: F - 262.10-12.A
 Violation Short Description: Generators - General
 Violation Type: 262.A
 Violation Determined Date: 19990512
 Scheduled Compliance Date:
 Return To Compliance N
 Qualifier:
 Actual Return to Compl: 20030311
 Violation Responsible Agency: State

Enforcement Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
						ATTACHMENT B
Enforcement Type:	221					
Enforcement Type Description:						
Enforcement Action Date:	19990513					
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:	State					
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
Enforcement Type:	120					
Enforcement Type Description:	WRITTEN INFORMAL					
Enforcement Action Date:	19990618					
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:	State					
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
Enforcement Type:	114					
Enforcement Type Description:						
Enforcement Action Date:	19990617					
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:	State					
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						
Citation:	FR - 262.34(a)					
Violation Short Description:	Generators - General					
Violation Type:	262.A					
Violation Determined Date:	20050616					
Scheduled Compliance Date:						
Return To Compliance	O					
Qualifier:						
Actual Return to Compl:	20060626					
Violation Responsible Agency:	State					
<u>Enforcement Details</u>						
Enforcement Type:	310					
Enforcement Type Description:	FINAL 3008(A) COMPLIANCE ORDER					
Enforcement Action Date:	20051021					
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:	State					
Proposed Penalty Amount:	6250					
Final Amount:	6250					
Paid Amount:	6249.96					
Enforcement Type:	215					
Enforcement Type Description:						
Enforcement Action Date:	20051013					
Enf Disposition Status:						
Disposition Status Date:						
Enforcement Lead Agency:	State					
Proposed Penalty Amount:						
Final Amount:						
Paid Amount:						
<u>Violation Details</u>						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Citation: FR - 262.34(a)
Violation Short Description: Generators - General
Violation Type: 262.A
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: SR - NAC 444.8671
Violation Short Description: State Statute or Regulation
Violation Type: XXS
Violation Determined Date: 20050616
Scheduled Compliance Date: 20051007
Return To Compliance: O
Qualifier:
Actual Return to Compl: 20060626
Violation Responsible Agency: State

Enforcement Details

Enforcement Type: 210
Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20050901
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency: State
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: FR - 268.7
Violation Short Description: LDR - General
Violation Type: 268.A
Violation Determined Date: 19900315
Scheduled Compliance Date:
Return To Compliance: O
Qualifier:
Actual Return to Compl: 19900416
Violation Responsible Agency: State

Evaluation Details

Evaluation Start Date: 19990512
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ATTACHMENT B						
Violation Short Description:		Universal Waste - Import Requirements				
Return to Compliance Date:		20030311				
Evaluation Agency:		State				
Evaluation Start Date:		20050901				
Evaluation Type Description:		SIGNIFICANT NON-COMPLIER				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20060626				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20070628				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		TSD IS-Contingency Plan and Emergency Procedures				
Return to Compliance Date:		20070712				
Evaluation Agency:		State				
Evaluation Start Date:		19990512				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		State Statute or Regulation				
Return to Compliance Date:		20030311				
Evaluation Agency:		State				
Evaluation Start Date:		20060626				
Evaluation Type Description:		NOT A SIGNIFICANT NON-COMPLIER				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20150611				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20080422				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		TSD IS-Contingency Plan and Emergency Procedures				
Return to Compliance Date:		20090529				
Evaluation Agency:		State				
Evaluation Start Date:		20090529				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20010417				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		19840927				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		Generators - General				
Return to Compliance Date:		19841010				
Evaluation Agency:		State				
Evaluation Start Date:		20030123				
Evaluation Type Description:		FOCUSED COMPLIANCE INSPECTION				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ATTACHMENT B						
Evaluation Start Date:		20110609				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		19950627				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		19900315				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		LDR - General				
Return to Compliance Date:		19900416				
Evaluation Agency:		State				
Evaluation Start Date:		20030129				
Evaluation Type Description:		FOCUSED COMPLIANCE INSPECTION				
Violation Short Description:		Generators - General				
Return to Compliance Date:		20030612				
Evaluation Agency:		State				
Evaluation Start Date:		20030129				
Evaluation Type Description:		FOCUSED COMPLIANCE INSPECTION				
Violation Short Description:		Generators - Pre-transport				
Return to Compliance Date:		20030612				
Evaluation Agency:		State				
Evaluation Start Date:		20160630				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		19900315				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		Generators - General				
Return to Compliance Date:		19900416				
Evaluation Agency:		State				
Evaluation Start Date:		20130521				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		19860508				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		19851212				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20120525				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20140630				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
						ATTACHMENT B
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20170214				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20050616				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		Generators - General				
Return to Compliance Date:		20060626				
Evaluation Agency:		State				
Evaluation Start Date:		20180426				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
Evaluation Start Date:		20050616				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		State Statute or Regulation				
Return to Compliance Date:		20060626				
Evaluation Agency:		State				
Evaluation Start Date:		19990512				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:		Generators - General				
Return to Compliance Date:		20030311				
Evaluation Agency:		State				
Evaluation Start Date:		20100630				
Evaluation Type Description:		COMPLIANCE EVALUATION INSPECTION ON-SITE				
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:		State				
<u>Handler Summary</u>						
Importer Activity:		No				
Mixed Waste Generator:		No				
Transporter Activity:		No				
Transfer Facility:		No				
Onsite Burner Exemption:		No				
Smelting, Melting and Refining:		No				
Underground Injection Control:		No				
Commercial TSD:		No				
Used Oil Transporter:		No				
Used Oil Transfer Facility:		No				
Used Oil Processor:		No				
Used Oil Refiner:		No				
Used Oil Burner:		No				
Used Oil Market Burner:		No				
Used Oil Spec Marketer:		No				
<u>Hazardous Waste Handler Details</u>						
Sequence No:		8				
Receive Date:		20180212				
Handler Name:		ALL METALS PROCESSING				
Generator Status Universe:		Large Quantity Generator				
Source Type:		Annual/Biennial Report update with Notification				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Waste Code Details

Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM
Hazardous Waste Code:	F019
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Handler Details

Sequence No:	9
Receive Date:	20160208
Handler Name:	ALL METALS PROCESSING
Generator Status Universe:	Large Quantity Generator
Source Type:	Notification

Waste Code Details

Hazardous Waste Code:	F019
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.
Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM

Hazardous Waste Handler Details

Sequence No:	7
Receive Date:	20160205
Handler Name:	ALL METALS PROCESSING
Generator Status Universe:	Large Quantity Generator
Source Type:	Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM
Hazardous Waste Code:	F019
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Handler Details

Sequence No:	8
Receive Date:	20140219
Handler Name:	ALL METALS PROCESSING
Generator Status Universe:	Large Quantity Generator
Source Type:	Notification

Waste Code Details

Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM
Hazardous Waste Code:	F019
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS

AN EXCLUSIVE CONVERSION COATING PROCESS.

ATTACHMENT B

Hazardous Waste Handler Details

Sequence No: 6
Receive Date: 20140130
Handler Name: ALL METALS PROCESSING
Generator Status Universe: Large Quantity Generator
Source Type: Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code: F019
Waste Code Description: WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Handler Details

Sequence No: 7
Receive Date: 20120223
Handler Name: ALL METALS PROCESSING
Generator Status Universe: Large Quantity Generator
Source Type: Notification

Waste Code Details

Hazardous Waste Code: D019
Waste Code Description: CARBON TETRACHLORIDE

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Code: F019
Waste Code Description: WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Handler Details

Sequence No: 5
Receive Date: 20120219
Handler Name: ALL METALS PROCESSING
Generator Status Universe: Large Quantity Generator
Source Type: Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code: F019
Waste Code Description: WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Handler Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Sequence No:	4
Receive Date:	20100524
Handler Name:	ALL METALS PROCESSING CO., INC.
Generator Status Universe:	Large Quantity Generator
Source Type:	Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM

Hazardous Waste Code:	F019
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Handler Details

Sequence No:	6
Receive Date:	20100224
Handler Name:	ALL METALS PROCESSING CO., INC.
Generator Status Universe:	Large Quantity Generator
Source Type:	Notification

Waste Code Details

Hazardous Waste Code:	D019
Waste Code Description:	CARBON TETRACHLORIDE

Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM

Hazardous Waste Handler Details

Sequence No:	3
Receive Date:	20080219
Handler Name:	ALL METALS PROCESSING CO., INC.
Generator Status Universe:	Large Quantity Generator
Source Type:	Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code:	D007
Waste Code Description:	CHROMIUM

Hazardous Waste Code:	F006
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS, EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC, AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.

Hazardous Waste Code:	F019
Waste Code Description:	WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Handler Details

Sequence No:	5
Receive Date:	20060221
Handler Name:	ALL METALS PROCESSING CO INC

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Generator Status Universe: Large Quantity Generator
Source Type: Notification

ATTACHMENT B

Waste Code Details

Hazardous Waste Code: F019
Waste Code Description: WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060206
Handler Name: ALL METALS PROCESSING CO., INC.
Generator Status Universe: Large Quantity Generator
Source Type: Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Code: F019
Waste Code Description: WASTEWATER TREATMENT SLUDGES FROM THE CHEMICAL CONVERSION COATING OF ALUMINUM, EXCEPT FROM ZIRCONIUM PHOSPHATING IN ALUMINUM CAN WASHING WHEN SUCH PHOSPHATING IS AN EXCLUSIVE CONVERSION COATING PROCESS.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20040112
Handler Name: ALL METALS PROCESSING CO., INC.
Generator Status Universe: Large Quantity Generator
Source Type: Annual/Biennial Report update with Notification

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Code: F006
Waste Code Description: WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS, EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC, AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20020227
Handler Name: ALL METALS PROCESSING CO., INC.

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Generator Status Universe: Source Type:		Large Quantity Generator Annual/Biennial Report				ATTACHMENT B
<u>Waste Code Details</u>						
Hazardous Waste Code: Waste Code Description:		F006 WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS, EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC, AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.				
Hazardous Waste Code: Waste Code Description:		D007 CHROMIUM				
Hazardous Waste Code: Waste Code Description:		D008 LEAD				
Hazardous Waste Code: Waste Code Description:		D002 CORROSIVE WASTE				
<u>Hazardous Waste Handler Details</u>						
Sequence No: Receive Date: Handler Name: Generator Status Universe: Source Type:		1 20000706 ALL METAL FINISHING INC Large Quantity Generator Notification				
<u>Waste Code Details</u>						
Hazardous Waste Code: Waste Code Description:		F006 WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS, EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC, AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.				
<u>Hazardous Waste Handler Details</u>						
Sequence No: Receive Date: Handler Name: Generator Status Universe: Source Type:		4 19940802 ALL METAL FINISHING INC Large Quantity Generator Notification				
<u>Waste Code Details</u>						
Hazardous Waste Code: Waste Code Description:		F001 THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.				
Hazardous Waste Code: Waste Code Description:		D002 CORROSIVE WASTE				
Hazardous Waste Code: Waste Code Description:		D007 CHROMIUM				
Hazardous Waste Code: Waste Code Description:		D008 LEAD				

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 19920127
Handler Name: SIERRA MANUFACTURING INC
Generator Status Universe: Large Quantity Generator
Source Type: Notification

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 19810511
Handler Name: SIERRA MANUFACTURING COMPANY
Generator Status Universe: Large Quantity Generator
Source Type: Notification

Waste Code Details

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: F002
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: U002
Waste Code Description: 2-PROPANONE (I) (OR) ACETONE (I)

Hazardous Waste Code: F009
Waste Code Description: SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F003
Waste Code Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code:	U017
Waste Code Description:	BENZAL CHLORIDE (OR) BENZENE, (DICHLOROMETHYL)-
Hazardous Waste Code:	U226
Waste Code Description:	ETHANE, 1,1,1-TRICHLORO- (OR) METHYL CHLOROFORM

Owner/Operator Details

Owner/Operator Ind:	Current Operator	Street No:	751
Type:	Private	Street 1:	NORTH EDMONDS STREET UNIT B
Name:	ALL METALS PROCESSING CO., INC.	Street 2:	
Date Became Current:	20000501	City:	CARSON CITY
Date Ended Current:		State:	NV
Phone:		Country:	US
Source Type:	Annual/Biennial Report update with Notification	Zip Code:	98701
Owner/Operator Ind:	Current Operator	Street No:	
Type:	Private	Street 1:	
Name:	ALL METALS PROCESSING CO INC	Street 2:	
Date Became Current:	20000501	City:	
Date Ended Current:		State:	
Phone:		Country:	US
Source Type:	Notification	Zip Code:	
Owner/Operator Ind:	Current Owner	Street No:	
Type:	Private	Street 1:	3915 FAIRVIEW
Name:	RANDY ROACH	Street 2:	
Date Became Current:	20000501	City:	CARSON CITY
Date Ended Current:		State:	NV
Phone:		Country:	US
Source Type:	Notification	Zip Code:	89701
Owner/Operator Ind:	Current Operator	Street No:	
Type:	Private	Street 1:	
Name:	RANDY ROACH	Street 2:	
Date Became Current:	20000501	City:	
Date Ended Current:		State:	
Phone:		Country:	US
Source Type:	Notification	Zip Code:	
Owner/Operator Ind:	Current Operator	Street No:	
Type:	Private	Street 1:	
Name:	ALL METALS PROCESSING CO., INC.	Street 2:	
Date Became Current:	20000501	City:	
Date Ended Current:		State:	
Phone:		Country:	US
Source Type:	Annual/Biennial Report	Zip Code:	
Owner/Operator Ind:	Current Operator	Street No:	3915
Type:	Private	Street 1:	FAIRVIEW DRIVE
Name:	RANDY ROACH	Street 2:	
Date Became Current:	20000501	City:	CARSON CITY
Date Ended Current:		State:	NV
Phone:	775-884-9060	Country:	US
Source Type:	Annual/Biennial Report update with Notification	Zip Code:	89701
Owner/Operator Ind:	Current Operator	Street No:	
Type:	Private	Street 1:	751 N EDMONDS DR
Name:	SIERRA METAL FINISHING INC	Street 2:	
Date Became Current:	19940725	City:	CARSON CITY
Date Ended Current:		State:	NV

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ATTACHMENT B						
Phone:	775-887-1966			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	ALL METALS PROCESSING CO., INC.			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:		
Type:	Private			Street 1:	PO BOX 2207	
Name:	EUGENE J LEPIRE SR			Street 2:		
Date Became Current:				City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	751 N EDMONDS DR	
Name:	SIERRA METAL FINISHING INC			Street 2:		
Date Became Current:	19940725			City:	CARSON CITY	
Date Ended Current:	19990419			State:	NV	
Phone:	775-887-1966			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:		
Type:	Private			Street 1:	751 N EDMONDS DR	
Name:	VERIFLOW CORP			Street 2:		
Date Became Current:	19810511			City:	CARSON CITY	
Date Ended Current:	19920115			State:	NV	
Phone:	775-883-0871			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	751 N EDMONDS DR	
Name:	SIERRA MANUFACTURING CO			Street 2:		
Date Became Current:	19810511			City:	CARSON CITY	
Date Ended Current:	19940725			State:	CA	
Phone:	775-883-0871			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	751 N EDMONDS DR UNIT B	
Name:	AL METALS PROCESSING OF NV			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	RANDY ROACH			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:		
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	RANDY ROACH			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:		
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ATTACHMENT B						
Name:	ALL METALS PROCESSING			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:	US	
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	5228 HWY 50 EAST	
Name:	NEVADA WEST METAL FINISHERS			Street 2:		
Date Became Current:	19990419			City:	CARSON CITY	
Date Ended Current:	20000501			State:	NV	
Phone:	775-887-1568			Country:		
Source Type:	Notification			Zip Code:	89706	
Owner/Operator Ind:	Current Operator			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	ALL METALS PROCESSING CO., INC.			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW DRIVE	
Name:	RANDY ROACH			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:	US	
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:		
Type:	Private			Street 1:	PO BOX 2207	
Name:	EUGENE J LEPIRE SR			Street 2:		
Date Became Current:				City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	702-882-1179			Country:		
Source Type:	Notification			Zip Code:	89702	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	3915 FAIRVIEW	
Name:	RANDY ROACH			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:		
Name:	ALL METALS PROCESSING			Street 2:		
Date Became Current:	20000501			City:		
Date Ended Current:				State:		
Phone:				Country:	US	
Source Type:	Notification			Zip Code:		
Owner/Operator Ind:	Current Operator			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	ALL METALS PROCESSING CO., INC.			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:		
Name:	ALL METALS PROCESSING			Street 2:		
Date Became Current:	20000501			City:		
Date Ended Current:				State:		
Phone:				Country:		
Source Type:	Annual/Biennial Report update with Notification			Zip Code:		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ATTACHMENT B						
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	NOT REQUIRED	
Name:	NOT REQUIRED			Street 2:		
Date Became Current:				City:	NOT REQUIRED	
Date Ended Current:				State:	ME	
Phone:	415-555-1212			Country:		
Source Type:	Notification			Zip Code:	99999	
Owner/Operator Ind:	Current Owner			Street No:		
Type:	Private			Street 1:	3915 FAIRVIEW	
Name:	ALL METALS PROCESSING			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:	US	
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	751	
Type:	Private			Street 1:	NORTH EDMONDS STREET UNIT B	
Name:	ALL METALS PROCESSING CO., INC			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	98701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:	751 N EDMONDS DR	
Name:	SIERRA MANUF SUBSIDIARY OF VERIFLO CORP			Street 2:		
Date Became Current:	19920115			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	702-887-2640			Country:		
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	ALL METALS PROCESSING CO INC			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW	
Name:	ALL METALS PROCESSING CO., INC.			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:				Country:	US	
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Owner			Street No:	3915	
Type:	Private			Street 1:	FAIRVIEW DRIVE	
Name:	ALL METALS PROCESSING			Street 2:		
Date Became Current:	20000501			City:	CARSON CITY	
Date Ended Current:				State:	NV	
Phone:	775-884-9060			Country:	US	
Source Type:	Annual/Biennial Report update with Notification			Zip Code:	89701	
Owner/Operator Ind:	Current Operator			Street No:		
Type:	Private			Street 1:		
Name:	RANDY ROACH			Street 2:		
Date Became Current:	20000501			City:		
Date Ended Current:				State:		
Phone:				Country:		
Source Type:	Annual/Biennial Report update with Notification			Zip Code:		
Owner/Operator Ind:	Current Owner			Street No:		
Type:	Private			Street 1:	PO BOX 2207	
Name:	EUGENE J LEPIRE SR			Street 2:		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Date Became Current:	19920115			City:	CARSON CITY
Date Ended Current:	20000501			State:	NV
Phone:	775-884-9060			Country:	
Source Type:	Notification			Zip Code:	89701
Owner/Operator Ind:	Current Owner			Street No:	
Type:	Private			Street 1:	180 N ORMSBY BLVD
Name:	LAPIRE TRUST OF 1977			Street 2:	
Date Became Current:	19770101			City:	CARSON CITY
Date Ended Current:				State:	NV
Phone:	702-887-2640			Country:	
Source Type:	Notification			Zip Code:	89701

4	1 of 1	SSW	0.26 / 1,356.61	4,623.65 / -2	Carson City Corporate Yard 3300 Butti Way Carson City NV APN: 602 NV	SHWS
Site Code:	1-000078			Facility Zip:		
County ID:				Facility Zip 4:		
County:	Carson City			Lat Decdeg:		
City:				Long Decdeg:		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	11/26/1986	File Location:	NDEP: CC-Storage
Closure Date:	10/4/1989	Media:	Ground Water
Closure Type:	Other	Contaminant:	Gasoline
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	4/7/1993	File Location:	NDEP: CC-Storage
Closure Date:	4/27/1994	Media:	Soil
Closure Type:	Clean w/ Remed	Contaminant:	Other
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	11/26/1986	File Location:	NDEP: CC-Storage
Closure Date:	10/4/1989	Media:	Soil
Closure Type:	Other	Contaminant:	Gasoline
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	11/13/1997	File Location:	NDEP: CC-Storage
Closure Date:	8/19/1998	Media:	Soil
Closure Type:	Clean w/ Remed	Contaminant:	Gasoline
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

5	1 of 1	SW	0.36 / 1,917.77	4,624.08 / -2	Nevada State Prison 3301 East Fifth Street Carson City NV APN: 1083	SHWS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
NV						ATTACHMENT B

Site Code: 1-000168
County ID:
County: Carson City
City:
Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 6/25/1998
Closure Type: UST Clean Closure
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases
File Location: NDEP: CC-Storage
Media: Soil
Contaminant: Gasoline
Event:

6	1 of 1	SSW	0.36 / 1,921.43	4,625.69 / 0	CARSON CITY ENVIRONMENTAL CONTROL OFFICE	SWF/LF

NV

Facility ID: 990
Status: Unkown
Facility Type:
Facility Abbrvtn:
Is Recycler:
Expiration Date:
Facility Owner:
Notes:
Geometry:
UTM Metadata:
Web Page:
Location Address: 2202 BUTTI WAY Bldg 1
Location City:
Object ID:
Shape:
Easting: 263807.2975
Northing: 4338302.284
Coll Method:

7	1 of 1	NNW	0.42 / 2,191.91	4,639.60 / 14	Bella Lago Village Apartments 1600 Airport Road Carson City NV APN: Carson City NV	SHWS

Site Code: A-000033
County ID: 1
County: Carson City
City: Carson City
Facility Zip:
Facility Zip 4:
Lat Decdeg: 39.1742681
Long Decdeg: -119.7359321

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 8/25/2009
Closure Date: 1/19/2010
Closure Type: Clean w/ Remed
Program: non-LUST Corrective Action
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases
File Location: NDEP: CC-Storage
Media: Soil
Contaminant: Metals
Event:

NDEP Open Data - non-LUST Sites - BCA

Site No: 33
Event ID: 8006
Petroleum Fund ID:
Spill No: 090825-01
Report Date: 2009-08-25T00:00:00.000Z
File Loc: NDEP: CC-Storage
Media: Soil
Container: Unknown
Description:
Program: non-LUST Corrective Action
Lat Dec Deg: 39.1742681
Long Dec Deg: -119.7359321
Datum:
Collection Method:
C Type: Clean w/ Remed
Date Last Modified:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Source:	NDEP			X:	263655.848699999973	
Contaminant:	Metals			Y:	4339680.9628999999693	
Closure Date:	2010-01-19T00:00:00.000Z					
Contaminant Desc:						
Coordinate Comments:						

ATTACHMENT B

8	1 of 1	N	0.43 / 2,254.13	4,639.73 / 14	Sierra Pacific Power Company 1518 Continental Drive Carson City NV APN: NV	SHWS
Site Code:	A-001060			Facility Zip:		
County ID:				Facility Zip 4:		
County:	Carson City			Lat Decdeg:		
City:				Long Decdeg:		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	4/10/1996	File Location:	NDEP: CC-Storage
Closure Date:	5/6/1996	Media:	Soil
Closure Type:	Other	Contaminant:	Other
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

9	1 of 1	NNW	0.56 / 2,961.08	4,643.24 / 17	AAMCO Transmissions 3075 U.S. Highway 50 East Carson City NV APN: 220 NV	SHWS
Site Code:	1-000059			Facility Zip:		
County ID:				Facility Zip 4:		
County:	Carson City			Lat Decdeg:		
City:				Long Decdeg:		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	1/1/1990	File Location:	NDEP: CC-Storage
Closure Date:	1/30/1995	Media:	Soil
Closure Type:		Contaminant:	
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

10	1 of 1	NNW	0.57 / 2,992.86	4,643.34 / 17	7-Eleven #15833 3083 U.S. Highway 50 East Carson City NV APN: Carson City NV	SHWS
Site Code:	1-000118			Facility Zip:		
County ID:	1			Facility Zip 4:		
County:	Carson City			Lat Decdeg:	39.1759918	
City:	Carson City			Long Decdeg:	-119.7336683	

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	1/1/1990	File Location:	NDEP: CC-Storage
Closure Date:	1/24/1997	Media:	Soil
Closure Type:		Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	3/22/2011	File Location:	NDEP: Carson City
Closure Date:	6/11/2012	Media:	Soil
Closure Type:	UST Clean Closure	Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	1/1/1990	File Location:	NDEP: CC-Storage
Closure Date:	1/24/1997	Media:	Ground Water
Closure Type:		Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

NDEP Open Data - All BCA Sites

Site No:	118	Description:	
Event ID:	3516	Program:	LUST
Petroleum Fund ID:		Lat Dec Deg:	39.1762372
Spill No:		Long Dec Deg:	-119.7334751
Report Date:	1990-01-01T00:00:00.000Z	Datum:	NAD83
File Loc:	NDEP: CC-Storage	Collection Method:	UI
Media:	Soil	C Type:	
Container:	UST	Date Last Modified:	
Source:	NDEP	X:	-119.733488065081275
Contaminant:		Y:	39.176242466214703
Closure Date:	1997-01-24T00:00:00.000Z		
Contaminant Desc:			
Coordinate Comments:			

NDEP Open Data - All BCA Sites

Site No:	118	Description:	
Event ID:	3517	Program:	LUST
Petroleum Fund ID:		Lat Dec Deg:	39.1759918
Spill No:	110322-01	Long Dec Deg:	-119.7336683
Report Date:	2011-03-22T00:00:00.000Z	Datum:	NAD83
File Loc:	NDEP: Carson City	Collection Method:	UI
Media:	Soil	C Type:	
Container:	UST	Date Last Modified:	
Source:	NDEP	X:	-119.733681265846357
Contaminant:		Y:	39.175997066088435
Closure Date:	2012-06-11T00:00:00.000Z		
Contaminant Desc:			
Coordinate Comments:			

[11](#)

1 of 1

NW

0.65 /
3,408.71

4,639.44 /
13

Sierra Pacific Power Company
Mobile Source
Primary Street: U.S. Highway 50
Cross Street: Russell Way
Distance: Direction: City: Carson
City
Carson City NV

SHWS

Site Code:	A-000024
County ID:	1
County:	Carson City
City:	Carson City

Facility Zip:	
Facility Zip 4:	
Lat Decdeg:	39.47507
Long Decdeg:	-118.7830489

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	3/14/2005	File Location:	NDEP: CC-Storage
Closure Date:	9/13/2005	Media:	Soil
Closure Type:	Clean w/ Remed	Contaminant:	Other
Program:	non-LUST Corrective Action	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

NDEP Open Data - non-LUST Sites - BCA

Site No:	24	Description:	
Event ID:	6885	Program:	non-LUST Corrective Action
Petroleum Fund ID:		Lat Dec Deg:	39.47507
Spill No:	050314-04	Long Dec Deg:	-118.7830489
Report Date:	2005-03-14T00:00:00.000Z	Datum:	
File Loc:	NDEP: CC-Storage	Collection Method:	
Media:	Soil	C Type:	Clean w/ Remed
Container:	Other	Date Last Modified:	
Source:	NDEP	X:	346636.748700000345707
Contaminant:	Other	Y:	4371014.5219
Closure Date:	2005-09-13T00:00:00.000Z		
Contaminant Desc:			
Coordinate Comments:	Location obtained by geocoding FacilityAddress against Tiger 2007 streets.		

12	1 of 1	N	0.65 / 3,416.13	4,643.27 / 17	Country Store 3389 U.S. Highway 50 East Carson City NV APN: 50 Carson City NV	SHWS

Site Code:	1-000039	Facility Zip:	
County ID:	1	Facility Zip 4:	
County:	Carson City	Lat Decdeg:	39.1775403
City:	Carson City	Long Decdeg:	-119.7306528

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	10/30/1995	File Location:	NDEP: CC-Storage
Closure Date:	2/15/2006	Media:	Ground Water
Closure Type:	NAC 459.997	Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	1/1/1990	File Location:	NDEP: CC-Storage
Closure Date:	4/1/1991	Media:	Clean Close
Closure Type:	UST Clean Closure	Contaminant:	
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	10/30/1995	File Location:	NDEP: CC-Storage
Closure Date:	2/15/2006	Media:	Soil
Closure Type:	NAC 459.997	Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

NDEP Open Data - All BCA Sites

Site No:	39	Description:	
Event ID:	2584	Program:	LUST
Petroleum Fund ID:		Lat Dec Deg:	39.1775403
Spill No:		Long Dec Deg:	-119.7306528
Report Date:	1995-10-30T00:00:00.000Z	Datum:	NAD83
File Loc:	NDEP: CC-Storage	Collection Method:	UI
Media:	Soil	C Type:	
Container:	UST	Date Last Modified:	
Source:	NDEP	X:	-119.730665764820671
Contaminant:		Y:	39.177545566512663
Closure Date:	2006-02-15T00:00:00.000Z		
Contaminant Desc:			
Coordinate Comments:	Location obtained by geocoding FacilityAddress against Tiger 2007 streets.		

13	1 of 1	WNW	0.68 / 3,574.91	4,639.93 / 14	Coast to Coast Hardware 2290 U.S. Highway 50 East Carson City NV APN: NV	SHWS

Site Code:	1-000129	Facility Zip:	
County ID:		Facility Zip 4:	
County:	Carson City	Lat Decdeg:	
City:		Long Decdeg:	

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	1/1/1990	File Location:	NDEP: CC-Storage
Closure Date:	7/29/1992	Media:	Soil
Closure Type:		Contaminant:	
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

14	1 of 1	NNW	0.74 / 3,900.54	4,647.87 / 22	Sierra Pacific Power Company 1820 Dori Street Carson City NV APN: NV	SHWS

Site Code:	A-000644	Facility Zip:	
County ID:		Facility Zip 4:	
County:	Carson City	Lat Decdeg:	
City:		Long Decdeg:	

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	3/3/1993	File Location:	NDEP: CC-Storage
Closure Date:	4/23/1993	Media:	Soil
Closure Type:		Contaminant:	TPH
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

15	1 of 1	WNW	0.80 / 4,228.38	4,642.68 / 17	Hone Family Trust 1882 U.S. Highway 50 East Carson City NV APN: NV	SHWS

Site Code:	A-000754	Facility Zip:	
County ID:		Facility Zip 4:	
County:	Carson City	Lat Decdeg:	
City:		Long Decdeg:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	9/9/1993	File Location:	NDEP: CC-Storage
Closure Date:	9/20/1993	Media:	Soil
Closure Type:		Contaminant:	TPH
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

[16](#)

1 of 1

WNW

0.82 /
4,321.96

4,643.01 /
17

M&M Muffler
1860 U.S. Highway 50 East Carson
City NV APN:
Carson City NV

SHWS

Site Code:	A-000021	Facility Zip:	
County ID:	1	Facility Zip 4:	
County:	Carson City	Lat Decdeg:	39.1502473
City:	Carson City	Long Decdeg:	-119.767067

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	6/2/2004	File Location:	NDEP: CC-Storage
Closure Date:	7/12/2004	Media:	Soil
Closure Type:	Clean w/ Remed	Contaminant:	Other
Program:	non-LUST Corrective Action	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

NDEP Open Data - non-LUST Sites - BCA

Site No:	21	Description:	
Event ID:	6775	Program:	non-LUST Corrective Action
Petroleum Fund ID:		Lat Dec Deg:	39.1502473
Spill No:	040624-01	Long Dec Deg:	-119.767067
Report Date:	2004-06-02T00:00:00.000Z	Datum:	
File Loc:	NDEP: CC-Storage	Collection Method:	
Media:	Soil	C Type:	Clean w/ Remed
Container:	Other	Date Last Modified:	
Source:	NDEP	X:	260884.433500000275671
Contaminant:	Other	Y:	4337096.304899999872
Closure Date:	2004-07-12T00:00:00.000Z		
Contaminant Desc:			
Coordinate Comments:	Location obtained by geocoding FacilityAddress against Tiger 2007 streets.		

[17](#)

1 of 1

WNW

0.93 /
4,927.47

4,647.31 /
21

Western Energetix/Berry-Hinkley
1400 Rand Avenue Carson City NV
APN:
Carson City NV

SHWS

Site Code:	1-000029	Facility Zip:	
County ID:	1	Facility Zip 4:	
County:	Carson City	Lat Decdeg:	39.1726254
City:	Carson City	Long Decdeg:	-119.7499895

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	11/19/1998	File Location:	NDEP: CC-Storage
Closure Date:	2/15/2007	Media:	Ground Water
Closure Type:	NAC 459.997	Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	11/19/1998	File Location:	NDEP: CC-Storage
Closure Date:	2/15/2007	Media:	Soil
Closure Type:	NAC 459.997	Contaminant:	Gasoline
Program:	LUST	Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

NDEP Open Data - All BCA Sites

Site No:	29	Description:	
Event ID:	2482	Program:	LUST
Petroleum Fund ID:		Lat Dec Deg:	39.1726254
Spill No:		Long Dec Deg:	-119.7499895
Report Date:	1998-11-19T00:00:00.000Z	Datum:	NAD83
File Loc:	NDEP: CC-Storage	Collection Method:	GZ
Media:	Soil	C Type:	
Container:	UST	Date Last Modified:	
Source:	NDEP	X:	-119.750002467376618
Contaminant:		Y:	39.172630664554852
Closure Date:	2007-02-15T00:00:00.000Z		
Contaminant Desc:			
Coordinate Comments:			

[18](#)

1 of 2

WNW

0.97 /
5,116.84

4,646.92 /
21

Carson High School Chemistry
Laboratory
1111 North Saliman Road Carson
City NV APN:
NV

SHWS

Site Code:	A-000870	Facility Zip:	
County ID:		Facility Zip 4:	
County:	Carson City	Lat Decdeg:	
City:		Long Decdeg:	

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	6/23/1994	File Location:	NDEP: CC-Storage
Closure Date:	6/24/1994	Media:	
Closure Type:		Contaminant:	Other
Program:		Event:	
Officer:			
Data List:	Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases		

[18](#)

2 of 2

WNW

0.97 /
5,116.84

4,646.92 /
21

Carson City School District Bus
Yard
1111 North Saliman Road Carson
City NV APN:
NV

SHWS

Site Code:	1-000097	Facility Zip:	
County ID:		Facility Zip 4:	
County:	Carson City	Lat Decdeg:	
City:		Long Decdeg:	

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date:	8/2/1996	File Location:	NDEP: CC-Storage
Closure Date:	1/1/1999	Media:	Soil
Closure Type:	Investigation Closed	Contaminant:	Gasoline
Program:		Event:	
Officer:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

ATTACHMENT B

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 8/2/1996
Closure Date: 1/1/1999
Closure Type: Investigation Closed
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Ground Water
Contaminant: Gasoline
Event:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 2/5/1993
Closure Date: 5/20/1993
Closure Type: Clean w/ Remed
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Ground Water
Contaminant: Gasoline
Event:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 2/5/1993
Closure Date: 5/20/1993
Closure Type: Clean w/ Remed
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Soil
Contaminant: Gasoline
Event:

19	1 of 1	WNW	0.97 / 5,119.45	4,648.26 / 22	Wild Bill's Stage Stop 1515 U.S. Highway 50 East Carson City NV APN: NV	SHWS

Site Code: A-000042
County ID:
County: Carson City
City:

Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 7/31/1995
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Ground Water
Contaminant:
Event:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 7/31/1995
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Soil
Contaminant:
Event:

20	1 of 2	WNW	0.99 / 5,210.02	4,647.64 / 22	U-Haul Moving and Storage Center 1498 East William Street Carson City NV APN: 1101 NV	SHWS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

ATTACHMENT B

Site Code: 1-000142
County ID:
County: Carson City
City:

Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 6/6/1996
Closure Date: 7/25/1996
Closure Type: UST Clean Closure
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Clean Close
Contaminant:
Event:

[20](#) 2 of 2 WNW 0.99 / 5,210.02 4,647.64 / 22 U-Haul Moving and Storage Center 1498 East William Street Carson City NV APN: 800 NV SHWS

Site Code: A-000079
County ID:
County: Carson City
City:

Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 12/13/1990
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Soil
Contaminant:
Event:

[21](#) 1 of 1 NNE 0.99 / 5,219.33 4,646.42 / 20 Martin Property 42 Century Circle Carson City NV APN: 654 NV SHWS

Site Code: A-000171
County ID:
County: Carson City
City:

Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 9/17/1989
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Surface Water
Contaminant:
Event:

Unplottable Summary

Total: 8 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
FINDS/FRS	CARSON CITY ENVIRONMENTAL CONTROL OFFICE	2202 BUTTI WAY BLDG 1	CARSON CITY NV	89701	821378422
SHWS	Fire Station #2	2400 Graves Lane Carson City NV APN:	NV		820465216
SHWS	Oasis Pit	U.S. Highway 50	NV		820465805
SHWS	Horton Accident	U.S. Highway 50 (2 miles west of U	NV		820464077
SHWS	Quail Run Mobile Home Park/John Serpa	Fairview Drive	NV		820464082
SPILLS	Carson City Airport	Runway 9-27 and Taxiway expansion, Carson City Airport, 2600 College Parkway, Carson City, NV	Carson City NV		845347666
SPILLS	Unknown construction contractor	New hangar construction on north end of the Carson City Airport	Carson City NV		845425481
SPILLS	Bella Lago Village	Clean-outs in parking lot on west end of Building #9 and between Buildings #8 and #9, Bella Lago Village, 1600 Airport Rd., Carson City, NV	Carson City NV		845344191

Unplottable Report

Site: CARSON CITY ENVIRONMENTAL CONTROL OFFICE
2202 BUTTI WAY BLDG 1 CARSON CITY NV 89701

FINDS/FRS

Registry ID: 110059819273
FIPS Code:
Program Acronyms: NV-FP
HUC Code: 16050201
Site Type Name: STATIONARY
Location Description:
Supplemental Location:
Create Date: 16-JUL-2014 08:34:49
Update Date:
Interest Types: STATE MASTER
SIC Codes:
SIC Code Descriptions:
NAICS Codes:
NAICS Code Descriptions:
Conveyor: FRS-GEOCODE
Federal Facility Code:
Federal Agency Name:
Tribal Land Code:
Tribal Land Name:
Congressional Dist No.: 02
Census Block Code: 325100006002007
EPA Region Code: 09
County Name: CARSON CITY
US/Mexico Border Ind:
Latitude: 39.16181
Longitude: -119.73359
Reference Point: ENTRANCE POINT OF A FACILITY OR STATION
Coord Collection Method: ADDRESS MATCHING-HOUSE NUMBER
Accuracy Value: 30
Datum: NAD83
Source:
Facility Detail Rprt URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110059819273

Site: Fire Station #2
2400 Graves Lane Carson City NV APN: NV

SHWS

Site Code: 1-000081
County ID:
County: Carson City
City:
Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 10/20/1994
Closure Type: UST Clean Closure
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases
File Location: NDEP: CC-Storage
Media: No Impact
Contaminant:
Event:

Site: Oasis Pit
U.S. Highway 50 NV

SHWS

Site Code: A-000055
County ID:
Facility Zip:
Facility Zip 4:

County: Carson City
City:

Lat Decdeg:
Long Decdeg:

ATTACHMENT B

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 1/1/1990
Closure Date: 3/29/1994
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Soil
Contaminant:
Event:

Site: Horton Accident
U.S. Highway 50 (2 miles west of U NV

SHWS

Site Code: A-000726
County ID:
County: Carson City
City:

Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 6/7/1993
Closure Date: 9/21/1993
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Soil
Contaminant: TPH
Event:

Site: Quail Run Mobile Home Park/John Serpa
Fairview Drive NV

SHWS

Site Code: A-000973
County ID:
County: Carson City
City:

Facility Zip:
Facility Zip 4:
Lat Decdeg:
Long Decdeg:

Site Cleanup - The Bureau's Project Tracking (PT) Database

Report Date: 6/28/1994
Closure Date: 2/8/1996
Closure Type:
Program:
Officer:
Data List: Site Cleanup - The Bureau's Project Tracking(PT) - Closed Cases

File Location: NDEP: CC-Storage
Media: Soil
Contaminant: TPH
Event:

Site: Carson City Airport
Runway 9-27 and Taxiway expansion, Carson City Airport, 2600 College Parkway, Carson City, NV
Carson City NV

SPILLS

Dep No: 100308-02
APN No:
Fed Dot No:
RPT Date: 3/8/2010
Inc Date: 3/5/2010
Time: 700
Anonymous: No
Material: Diesel
Concent: 100%
Quantity: 100-gals
Media: Soil
Rcvd By: Dave Friedman
Fed Rq:
State Rq:
Container:
Loc Address:

RPT Address: 1900 Glendale Avenue
RPT City: Sparks
RPT State: NV
RPT Zip: 89432
RPT Zip4:
RPT Time: 1000
Fac Zip4:
Fac Tel Ext:
Rep Name: Jessica Rash
Rep Agency: Granite Construction Company
Telephone: (775) 352-5401
Rep Tel Ext:
Address: 2600 College Parkway #6
City: Carson City
State: NV
Zipcode: 89706

Oversight:
Oversight Email:
Comments:
Comment2:
Comment3:
Follow Up Info:
FYI 1:
FYI 2:
FYI 3:
FYI 1 Email:
FYI 2 Email:
FYI 3 Email:

Contact:
Phone:
Spills State:
County:
Township:
Range:
Section:
Q Q2:
Hwy Mkr:
P County:
L Zip:
Milepost:
E Lat:
E Long:
Cause CD:
CINFO:
Notified:
Name:

Jessica Rash
(775) 841-2255
NV
Carson City

ATTACHMENT B

Diesel tank cracked on equipment
Granite Construction is excavating impacted soil and staging on polyethylene sheeting. Plan to have soil sample collected from excavation.
NDEP BCA Remediation Statewide Greg Lovato

Site: *Unknown construction contractor*
New hangar construction on north end of the Carson City Airport Carson City NV

SPILLS

Dep No:	050406-01	RPT Address:	
APN No:		RPT City:	
Fed Dot No:		RPT State:	
RPT Date:	4/6/2005	RPT Zip:	
Inc Date:		RPT Zip4:	
Time:		RPT Time:	1100
Anonymous:	No	Fac Zip4:	
Material:	Fugitive dust	Fac Tel Ext:	
Concent:		Rep Name:	Dave McClelland
Quantity:		Rep Agency:	
Media:		Telephone:	775-745-8191
Rcvd By:	Scott Smale	Rep Tel Ext:	
Fed Rq:	Unk	Address:	
State Rq:	Unk	City:	
Container:		State:	
Loc Address:		Zipcode:	
UST Facility ID:		Contact:	
Confrmd Vislly:		Phone:	
SW Impact:		Spills State:	
GW Impact:		County:	Carson City
Enforce:		Township:	
Closed:		Range:	
RQ:		Section:	
Trans No:		Q Q2:	
REGRECVTM:		Hwy Mkr:	
Undot1:		P County:	
Cas1:		L Zip:	
Chris1:		Milepost:	
Unit1:		E Lat:	
H2O Quant1:		E Long:	
H2O Unit1:		Cause CD:	

VID:
SPINFO:
Medium:
Waterway:
Cause:

CINFO:
Notified:
Name:

ATTACHMENT B

Action:
Oversight:
Oversight Email:
Comments:
Comment2:
Comment3:
Follow Up Info:
FYI 1:
FYI 2:
FYI 3:
FYI 1 Email:
FYI 2 Email:
FYI 3 Email:

Construction contractor is using no dust suppression at hangar construction site. The fugitive dust has blown into several existing hangars, causing dirt and dust to cover airplane tools and parts. Dust blows in high wind situations. Dust also gets carried and kicked up by construction vehicles, covering the tarmac.
BAQ, Michael Yamada

Airport Manager: Yvonne Weaver 887-1234

Site: **Bella Lago Village**
Clean-outs in parking lot on west end of Building #9 and between Buildings #8 and #9, Bella Lago
Village, 1600 Airport Rd., Carson City, NV Carson City NV

SPILLS

Dep No: 110810-03
APN No:
Fed Dot No:
RPT Date: 8/10/2011
Inc Date: 8/9/2011
Time: 1900
Anonymous: No
Material: Sewage
Concent: Unknown
Quantity: Appx 250- 400 gals
Media: Storm drain
Rcvd By: Dave Friedman
Fed Rq:
State Rq:
Container:
Loc Address:
UST Facility ID:
Confrmd Vislly:
SW Impact:
GW Impact:
Enforce:
Closed:
RQ:
Trans No:
REGRECVTM:
Undot1:
Cas1:
Chris1:
Unit1:
H2O Quant1:
H2O Unit1:
VID:
SPINFO:
Medium:
Waterway:
Cause:

RPT Address: 1600 Airport Rd
RPT City: Carson City
RPT State: NV
RPT Zip: 89701
RPT Zip4: 1600
Fac Zip4:
Fac Tel Ext:
Rep Name: Lindy Bradstreet
Rep Agency: Bella Lago Village
Telephone: (775) 883-3056
Rep Tel Ext:
Address: 1600 Airport Rd
City: Carson City
State: NV
Zipcode: 89701
Contact: Lindy Bradstreet
Phone: (775) 883-3056
Spills State: NV
County: Carson City
Township:
Range:
Section:
Q Q2:
Hwy Mkr:
P County:
L Zip:
Milepost:
E Lat:
E Long:
Cause CD:
CINFO:
Notified:
Name:

Action:
Oversight:
Oversight Email:
Comments:
Comment2:
Comment3:
Follow Up Info:
FYI 1:

Sewer blockage in sanitary line resulted in overflow at two clean-outs. Undetermined fraction of the overflow volume of sewage flowed into storm drain in parking lot of building #9.
Blockage is being removed by Bella Lago Village maintenance staff.
NDEP BWPC Joe Maez & Chris Gravenstein

FYI 2:
FYI 3:
FYI 1 Email:
FYI 2 Email:
FYI 3 Email:

ATTACHMENT B

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List:

NPL

National Priorities List (Superfund)-NPL: EPA's (United States Environmental Protection Agency) list of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action.

Government Publication Date: Dec 12, 2018

National Priority List - Proposed:

PROPOSED NPL

Includes sites proposed (by the EPA, the state, or concerned citizens) for addition to the NPL due to contamination by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment.

Government Publication Date: Dec 12, 2018

Deleted NPL:

DELETED NPL

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Government Publication Date: Dec 12, 2018

SEMS List 8R Active Site Inventory:

SEMS

The Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted.

Government Publication Date: Feb 6, 2019

Inventory of Open Dumps, June 1985:

ODI

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

SEMS List 8R Archive Sites:

SEMS ARCHIVE

The Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time.

Government Publication Date: Feb 6, 2019

CERCLIS:

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

EPA Report on the Status of Open Dumps on Indian Lands:

IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

CERCLIS - No Further Remedial Action Planned:

CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens:

CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action:

RCRA CORRACTS

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Dec 17, 2018

RCRA non-CORRACTS TSD Facilities:

RCRA TSD

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Government Publication Date: Dec 17, 2018

RCRA Generator List:

RCRA LQG

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Dec 17, 2018

RCRA Small Quantity Generators List:

RCRA SQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Dec 17, 2018

RCRA Conditionally Exempt Small Quantity Generators List:

RCRA CESQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Conditionally Exempt Small Quantity Generators (CESQG) generate 100 kilograms or less per month of hazardous waste or one kilogram or less per month of acutely hazardous waste.

Government Publication Date: Dec 17, 2018

RCRA Non-Generators:

RCRA NON GEN

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Dec 17, 2018

Federal Engineering Controls-ECs:

FED ENG

Engineering controls (ECs) encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 20, 2016

Federal Institutional Controls- ICs:

FED INST

Institutional controls are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's (United States Environmental Protection Agency) expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site.

Government Publication Date: Jan 20, 2016

Emergency Response Notification System:

ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System:

ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System:

ERNS

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Sep 24, 2018

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database:

FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 11, 2019

FEMA Underground Storage Tank Listing:

FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017

LIEN on Property:

SEMS LIEN

The EPA Superfund Enterprise Management System (SEMS) provides LIEN information on properties under the EPA Superfund Program.

Government Publication Date: Feb 6, 2019

ATTACHMENT B**Superfund Decision Documents:**

SUPERFUND ROD

This database contains a listing of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD), along with other associated memos and files. This information is maintained and made available by the US EPA (Environmental Protection Agency).

Government Publication Date: Feb 12, 2019

State**Bureau of Corrective Actions' Project Tracking Database:**

SHWS

This is a list of all sites available in Nevada Division of Environmental Protection (NDEP) - Bureau of Corrective Actions' Project Tracking (PT) Database. The PT Database includes both Leaking Underground Storage Tank (LUST) cases as well as Corrective Action (non-regulated) sites. This database is state equivalent CERCLIS.

Government Publication Date: Nov 26, 2018

Delisted Bureau of Corrective Actions' Project Tracking Database:

DSHW

This database contains a list of closed hazardous substance release and Corrective Action (non-regulated) sites that were removed from the Division of Environmental Protection (NDEP) - Bureau of Corrective Actions' Project Tracking (PT) Database.

Government Publication Date: Nov 26, 2018

Solid Waste Facilities and Landfill Sites:

SWF/LF

A list of permitted Solid Waste Landfills and other waste management facilities within the state of Nevada. This list is made available by the Nevada Division of Environmental Protection (NDEP) - Bureau of Waste Management.

Government Publication Date: Jun 5, 2018

Leaking Underground Storage Tanks:

LUST

This is a list of Leaking Underground Storage Tank (LUST) sites available in the Nevada Division of Environmental Protection (NDEP) - Bureau of Corrective Actions' Project Tracking (PT) Database. NDEP indicates there is no way to differentiate between LUST and other (non-LUST) Corrective Action sites - this list includes only those sites where the Program Type is LUST.

Government Publication Date: Nov 26, 2018

Delisted Leaking Storage Tanks:

DELISTED LST

This database contains a list of closed Leaking Storage Tank sites that were removed from the Division of Environmental Protection (NDEP) - Bureau of Corrective Actions' Project Tracking (PT) Database.

Government Publication Date: Nov 26, 2018

Storage Tanks:

UST

A list of regulated tanks in the State of Nevada. This list is made available by Nevada Division of Environmental Protection (NDEP) which administers the UST Program for the state.

Government Publication Date: Feb 4, 2019

Noncompliant Underground Storage Tanks:

UST NONCOMP

A list of facilities with tanks that have been issued a red tag and are ineligible to receive deliveries of fuel under the Nevada Administrative Code (NAC) 459.9941. This list is made available by the Nevada Division of Environmental Protection (NDEP).

Government Publication Date: Feb 15, 2019

Aboveground Storage Tanks:

AST

A list of Aboveground Storage Tanks in the State of Nevada made available by the Nevada Division of Environmental Protection (NDEP). This list no longer updated.

Government Publication Date: Jan 25, 2018

Delisted Storage Tanks:

DTNK

This database contains a list of closed storage tank sites that were removed from the Nevada Division of Environmental Protection (NDEP) which administers the UST Program for the state.

ATTACHMENT B

Government Publication Date: Feb 15, 2019

Voluntary Cleanup Program:

VCP

A list of facilities registered in the Nevada Division of Environmental Protection (NDEP)'s Voluntary Cleanup Program (VCP). The VCP program provides relief from liability to owners who undertake cleanups of contaminated properties under the oversight of the NDEP.

Government Publication Date: Nov 26, 2018

Project Tracking Database - Brownfields:

BROWNFIELDS

List of Brownfield sites found in the Nevada Division of Environmental Protection - Bureau of Corrective Actions' Project Tracking Database.

Government Publication Date: Nov 26, 2018

Tribal

Leaking Underground Storage Tanks (LUSTs) on Indian Lands:

INDIAN LUST

LUSTs on Tribal/Indian Lands in Region 9, which includes Nevada.

Government Publication Date: Dec 31, 2017

Underground Storage Tanks (USTs) on Indian Lands:

INDIAN UST

USTs on Tribal/Indian Lands in Region 9, which includes Nevada.

Government Publication Date: Dec 31, 2017

Delisted Tribal Leaking Storage Tanks:

DELISTED ILST

Leaking Underground Storage Tank facilities which have been removed from the Regional Tribal LUST lists made available by the EPA.

Government Publication Date: Oct 14, 2017

Delisted Tribal Underground Storage Tanks:

DELISTED IUST

Underground Storage Tank facilities which have been removed from the Regional Tribal UST lists made available by the EPA.

Government Publication Date: Oct 14, 2017

County

No County standard environmental record sources available for this State.

Additional Environmental Record Sources

Federal

Facility Registry Service/Facility Index:

FINDS/FRS

The US Environmental Protection Agency (EPA)'s Facility Registry System (FRS) is a centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, data collected from EPA's Central Data Exchange registrations and data management personnel.

Government Publication Date: Oct 17, 2018

Toxics Release Inventory (TRI) Program:

TRIS

The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment.

Government Publication Date: Dec 31, 2017

Hazardous Materials Information Reporting System:

HMIRS

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.

ATTACHMENT B

Government Publication Date: May 23, 2018

National Clandestine Drug Labs:

NCDL

The U.S. Department of Justice ("the Department") provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Jul 18, 2018

Toxic Substances Control Act:

TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

Government Publication Date: Jun 30, 2017

Hist TSCA:

HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

FTTS Administrative Case Listing:

FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing:

FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List:

PRP

Early in the cleanup process, the Environmental Protection Agency (EPA) conducts a search to find the potentially responsible parties (PRPs). EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site.

Government Publication Date: Dec 20, 2018

State Coalition for Remediation of Drycleaners Listing:

SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Government Publication Date: Nov 08, 2017

Integrated Compliance Information System (ICIS):

ICIS

The Integrated Compliance Information System (ICIS) is a system that provides information for the Federal Enforcement and Compliance (FE&C) and the National Pollutant Discharge Elimination System (NPDES) programs. The FE&C component supports the Environmental Protection Agency's (EPA) Civil Enforcement and Compliance program activities. These activities include Compliance Assistance, Compliance Monitoring and Enforcement. The NPDES program supports tracking of NPDES permits, limits, discharge monitoring data and other program reports.

Drycleaner Facilities:

ATTACHMENT B BEANERS

A list of drycleaner facilities from the Integrated Compliance Information System (ICIS). The Environmental Protection Agency (EPA) tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: May 29, 2018

Delisted Drycleaner Facilities:

DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: May 29, 2018

Formerly Used Defense Sites:

FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DoD) is responsible for an environmental restoration. This list is published by the U.S. Army Corps of Engineers.

Government Publication Date: Oct 23, 2018

Material Licensing Tracking System (MLTS):

MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: Nov 1, 2018

Historic Material Licensing Tracking System (MLTS) sites:

HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File:

MINES

The Master Index File (MIF) contains mine identification numbers issued by the Department of Labor Mine Safety and Health Administration (MSHA) for mines active or opened since 1971. Note that addresses may or may not correspond with the physical location of the mine itself.

Government Publication Date: Nov 30, 2018

Alternative Fueling Stations:

ALT FUELS

List of alternative fueling stations made available by the US Department of Energy's Office of Energy Efficiency & Renewable Energy. Includes Biodiesel stations, Ethanol (E85) stations, Liquefied Petroleum Gas (Propane) stations, Ethanol (E85) stations, Natural Gas stations, Hydrogen stations, and Electric Vehicle Supply Equipment (EVSE). The National Renewable Energy Laboratory (NREL) obtains information about new stations from trade media, Clean Cities coordinators, a Submit New Station form on the Station Locator website, and through collaborating with infrastructure equipment and fuel providers, original equipment manufacturers (OEMs), and industry groups.

Government Publication Date: Jan 15, 2019

Registered Pesticide Establishments:

SSTS

List of active EPA-registered foreign and domestic pesticide-producing and device-producing establishments based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that facilities producing pesticides, active ingredients, or devices be registered. The list of establishments is made available by the EPA.

Government Publication Date: Mar 1, 2018

Polychlorinated Biphenyl (PCB) Notifiers:

PCB

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: Sep 14, 2018

State

Nevada Spills Database:

SPILLS

Listing of spills and releases sites, maintained by the Department of Nevada Division of Environmental Protection (NDEP).

Government Publication Date: May 05, 2016

ATTACHMENT B

Historical Spills Database:

HIST SPL

Listing of spills and releases sites reported to the Department of Nevada Division of Environmental Protection (NDEP). This list only contains records prior to 1998.

Government Publication Date: Dec 31, 1997

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental record sources available for this State.

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

Additional Information

Appendix E



CARSON CITY

Capital of Nevada

ATTACHMENT B

[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Search](#)

Parcel Detail for Parcel # 010-037-03

Location

Property Location [3410 BUTTI WY](#)

Town

District [2.4 - ORMSBY DISTRICT](#)Subdivision [PARCEL 1 R/S #2454](#) Lot Block

Property Name

Ownership

Assessed Owner Name [PROPERTY MANAGEMENT,CARSON CITY](#)Mailing Address [3303 BUTTI WY #9](#)[CARSON CITY, NV 89701-0000](#)

Legal Owner Name [CARSON CITY](#)Vesting Doc #, Date Year / Book / Page [00 / 89 / 159](#)Map Document #s [R/S 2454](#)

Description

Total Acres [7.950](#)Square Feet [346,302](#)Ag Acres [.000](#)W/R Acres [.000](#)

Improvements

Single-family Detached [0](#)Non-dwelling Units [0](#)Bedrooms / Baths [0 / .00](#)Single-family Attached [0](#)Mobile Home Hookups [0](#)Stories [.0](#)Multiple-family Units [0](#)Wells [0](#)Garage Square Ft... [0](#)Mobile Homes [0](#)Septic Tanks [0](#)

Attached / Detached

Total Dwelling Units [0](#)Buildings Sq Ft [0](#)Residence Sq Ft [0](#)Basement Sq Ft [0](#)

Basement

Finished Basement SF [0](#)Bedrooms / Baths [0 / .00](#)

Appraisal Classifications

Current Land Use Code [140](#)

Zoning Code(s) [PR](#)Re-appraisal Group [6](#)Re-appraisal Year [2018](#)

Original Construction Year

Weighted Year

Current Exempt Code [03 - County](#)

Assessed Valuation

Assessed Values	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
Land	110,187	100,170	100,170
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	110,187	100,170	100,170
Net Assessed Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

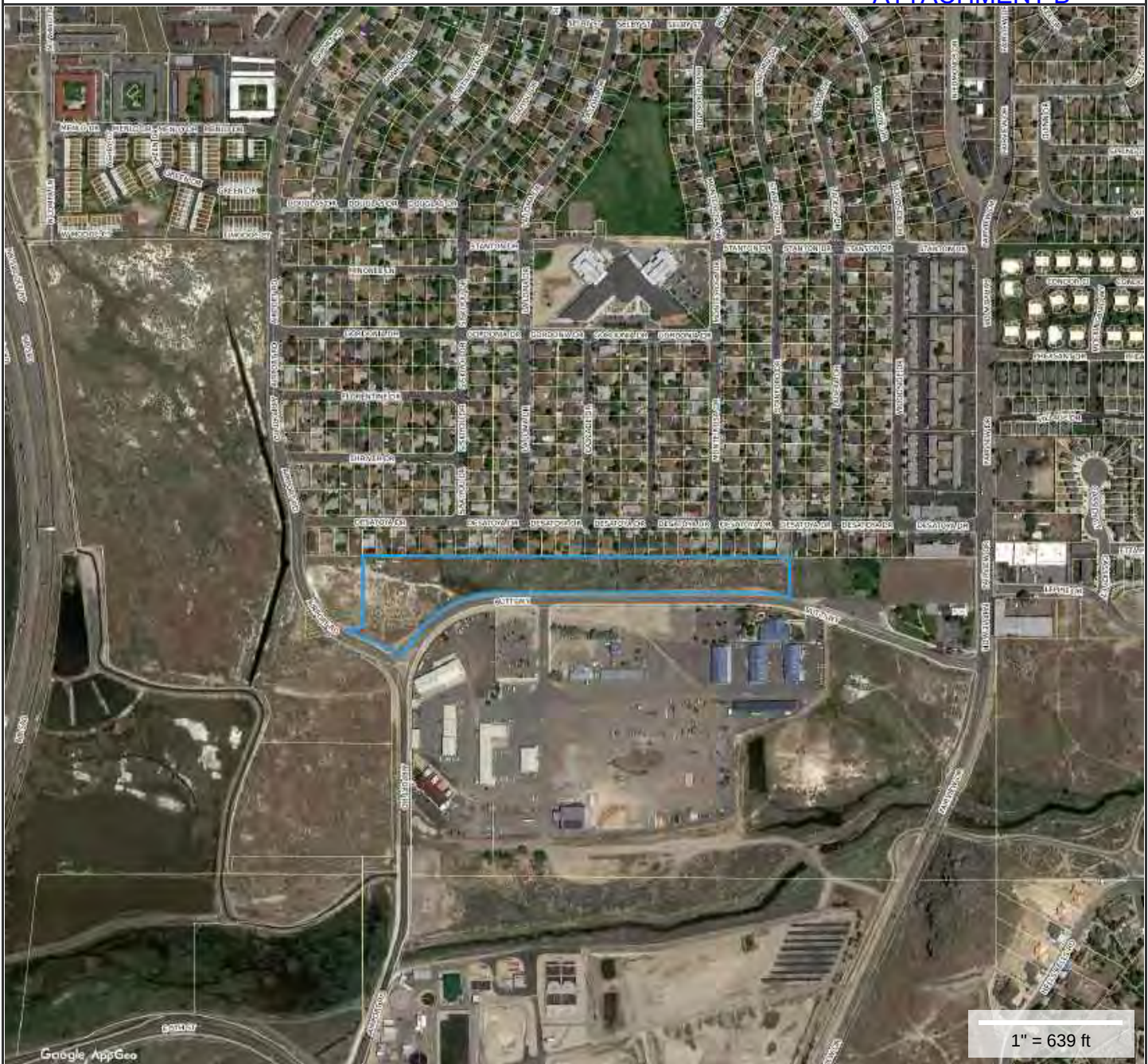
Taxable Valuation

Taxable Values	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
Land	314,820	286,200	286,200
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	314,820	286,200	286,200
Net Taxable Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

ATTACHMENT B

**Property Information**

Property ID 01003703
Location 3410 BUTTI WY
Owner PROPERTY MANAGEMENT,CARSON CITY
Acres 7.95



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018

From: Kaeleigh Fowler <KFowler@carson.org>
Sent: Monday, March 11, 2019 10:02 AM
To: Baltazar Pulido
Cc: Connor M. Welsh
Subject: RE: Request for info

Good morning,

I have gone through our records, and at this time there are no records for:

- underground or above ground storage tanks
- hazardous materials or petroleum products (permits, use, storage, etc.)
- any incidents or records of environmental significance.

For 3410 Butti Way.

IF you need further assistance or have any questions, please feel free to contact me.

Have a great week .

Kaeleigh Fowler
Office Assistant
Carson City Fire Department
777 Stewart Street
775-283-7948

From: Baltazar Pulido [mailto:BPulido@ConverseConsultants.com]
Sent: Tuesday, March 5, 2019 10:14 AM
To: Kaeleigh Fowler
Cc: Connor M. Welsh
Subject: Request for info

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Hello,

Converse Consultants is conducting a Phase I Environmental Site Assessment on the property below, and would like to request records regarding:

- underground or above ground storage tanks
- hazardous materials or petroleum products (permits, use, storage, etc.)
- any incidents or records of environmental significance.

Site Address:

3410 Butti Way

From: Kelly Hale <KHale@carson.org>
Sent: Thursday, March 7, 2019 8:54 AM
To: Baltazar Pulido
Subject: response to Converse Consultants is conducting a Phase I Environmental Site Assessment request form Carson City's website

Hello Mr. Pulido,

I received your request for Phase I information as seen below. Carson City Environmental Control has no record of any underground or above ground storage tanks hazardous materials or petroleum products (permits, use, storage, etc.) any incidents or records of environmental significance. dumping/dumping sites

at the property in question. There has been no development or use of the property at all in our records. There is some surface evidence of people driving onto the property, as seen by tire tracks etc, but no dumping is seen at this time, and no reports of any hazards have been submitted to Carson City Environmental Control.

Please feel free to call or e-mail with any questions you may have.

Kelly Hale
Environmental Control Foreman
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
775-283-7376

Please note our office hours are:

7:00 a.m to 5:30 p.m.

Monday through Thursday

**I CAN'T ADD MORE DAYS TO MY LIFE,
SO I'LL ADD MORE LIFE TO MY DAYS.**

Message submitted from the <Carson City> website.

Site Visitor Name: Baltazar Pulido

Site Visitor Email: BPulido@converseconsultants.com

Hello,

Converse Consultants is conducting a Phase I Environmental Site Assessment on the property below, and would like to request records regarding:

- underground or above ground storage tanks
- hazardous materials or petroleum products (permits, use, storage, etc.)
- any incidents or records of environmental significance.
- dumping/dumping sites

Site Address:



State of Nevada

Division of Water Resources

ATTACHMENT B

Water Level Data Chart

Site Name 104 N15 E20 15BDBA1
Well Name: Pet Cemetary
Owner: Pet Cemetary
Elevation: 4642.3884585
USGS Site ID:
Well Log(s):
Depth: 105

Perforations From:
Perforations To:
Latitude (Decimal Degrees NAD 83): 39.168198
Longitude (Decimal Degrees NAD 83): -119.726363
Location Accuracy: 10
Status: Active
Permit Number:

Hydrograph For Site 104 N15 E20 15BDBA1



Measurement Data

Measure Date	Depth To Water	Water Surface Elevation	Method	Comments
01/08/2019	7.43	4634.97	Electric Tape	
10/02/2018	7.85	4634.55	Electric Tape	
07/03/2018	7.75	4634.65	Electric Tape	
03/29/2018	6.7	4635.7	Electric Tape	
01/11/2018	6.76	4635.64	Electric Tape	
10/03/2017	6.76	4635.64	Electric Tape	
06/27/2017	6.85	4635.55	Electric Tape	
04/05/2017	6.42	4635.98	Electric Tape	
01/18/2017	7.09	4635.31	Electric Tape	
10/05/2016	9.78	4632.62	Electric Tape	
07/19/2016	9.76	4632.64	Electric Tape	

April 2, 1987

Bill Barker
Carson City Public Works Department
2621 Northgate Lane, #59
Carson City, NV 89701

RE: City Corporation Yard Fuel Leak

Dear Mr. Barker:

After reviewing the initial sample analyses from the monitoring wells at the City Corporation Yard, the following monitoring activities are outlined for your implementation.

1. Visually inspect each well once every two weeks for the presence of free product. A clear acrylic bailer shall be used for this sampling. The well shall not be purged before sampling. This program shall begin immediately and continue until July 17, 1987.
2. After July 17, sampling and visual inspection shall continue on a per month basis until October 17, 1987.
3. Results of visual inspections shall be submitted monthly.
4. Notify this office, either Allen Biaggi or myself, immediately upon discovery of free product.

If any of this is not clear, please call me at 885-4670.

Sincerely,



Ed Skudlarek
Public Service Intern

jh

Administration 702/885-4670
Air Quality 885-5065
Construction Grants 885-5870

BOB MILLER, Acting Governor

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

201 South Fall Street
Carson City, Nevada 89710

May 1, 1989

Ms. Dorothy Palmer
County Water Engineer
Carson City Public Works
Carson City, Nevada 89701

Dear Ms. Palmer:

As per your recent request, I examined soil pits recently excavated at the Carson City Corporate Yard located on Fifth Street, Carson City, Nevada. The pits were installed for the purpose of determining subsurface suitability for building foundations.

During excavation, gasoline vapors were noted. These vapors are thought to be remnants of the tank leaks which occurred in the area in the past. After discussions with the on-site engineer and a description of the configuration of the building, it is my assessment that the vapors encountered pose no safety risks to the structure or its inhabitants.

Due to the findings however, the NDEP would like to see additional monitoring in the on-site wells. Monitoring should be conducted monthly until further notice and the results submitted to the NDEP for review.

If questions or comments arise, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Allen Biaggi".

Allen Biaggi
Environmental Specialist
Waste Management Specialist

AJB/12

cc: Verne Rosse
John Hastie

CARSON CITY
CORPORATE YD
(DEED FILE?)

ATTACHMENT B
Groundwater 702/885-4670
Waste Management 885-5872
Water Pollution 885-4670



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

201 South Fall Street
Carson City, Nevada 89710

October 4, 1989

Mr. Bill Barker
Carson City Street Dept.
3300 Butti Way
Carson City, Nevada 89701

Dear Mr. Barker:

On September 27, 1989 I received information relating to the ongoing well monitoring for free product at the Carson City Corporate Yard.

The data provided indicated no free product was present in any of the wells.

In accordance with the NDEPs Hydrocarbon Policy of October 1987, further monitoring or remediation will not be required at this time.

If questions or comments arise, please feel free to contact me.

Sincerely,

Allen Biaggi

Allen Biaggi
Environmental Specialist
Waste Management Section

AJB/1CARSON

cc: John Hastie, CCID

RECORD OF COMMUNICATION	☐ DISCUSSION ☐ FIELD TRIP ☒ CONFERENCE ATTACHMENT B ☒ PHONE CALL ☐ OTHER (SPECIFY)	
	(Record of item checked above)	
TO: File	FROM: A. Blatny	DATE 4/28/92 TIME 2:56
SUBJECT CARSON CORP YARD		
SUMMARY OF COMMUNICATION I CONTACTED GORDON COLOMBO ON THIS SITE AND INFORMED HIM OF THE CLOSED STATUS. HE ASKED IF IT HAD BEEN PROPERLY NOTIFIED TO THE DEP. I TOLD HIM IT DID. I ALSO STRONGLY SUGGESTED HE POINT OUT THE SHEEN ON G.I.N. NOTED IN THE SOILS RPT. TO THE CITY. HE INDICATED HE WOULD (FOR BLDG DESIGN CRITERIA PURPOSES).		
CONCLUSIONS, ACTION TAKEN OR REQUIRED		
ROUTE TO: 1 _____ 2 _____ 3 _____ File _____		



CARSON CITY, NEVADA

ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

December 26, 1986

Mr. L.H. Dodgion, Administrator
Division of Environmental Protection
201 South Fall Street
Carson City, NV 89701

RECEIVED

DEC 26 1986

ENVIRONMENTAL
PROTECTION

Dear Mr. Dodgion:

In response to the administration order concerning leakage of a 10,000 gallon fuel storage tank at the city corporate yard. The following steps have been initiated.

1. Pumping of all fuel from the storage tank.
2. Removal of contaminated soil around tank and spread at county landfill.
3. Removal of storage tank for testing.
4. Excavation below water table and pumping of contaminated water from hole with disposal at county landfill.

The following is in response to your order of December 10, 1986:

1. Locations for monitoring wells, numbering four (4), are as shown on the attached map. Approximate locations are sixty feet (60) from source of leak (Item A).
2. The monitoring wells will be installed as per attached drawing (Item B).
3. Direction of water flow is in an easterly direction, no estimate of velocity is available at this time (Item C).
4. The contaminant source is located on the attached aerial photo plan (Item D).
5. Sampling protocol, analytical techniques, constituents to be examined, and analytical laboratory to be used will be addressed after first testing as per Allen Bioggi (Items E, F, G, & H).
6. The nearest drinking water wells are approximately three quarters (3/4) of a mile from the contaminated source (Item I).

With approval of the division the steps will be implemental within the specified time as set forth by the order.

Sincerely,

Daniel K. O'Brien
Public Works Director

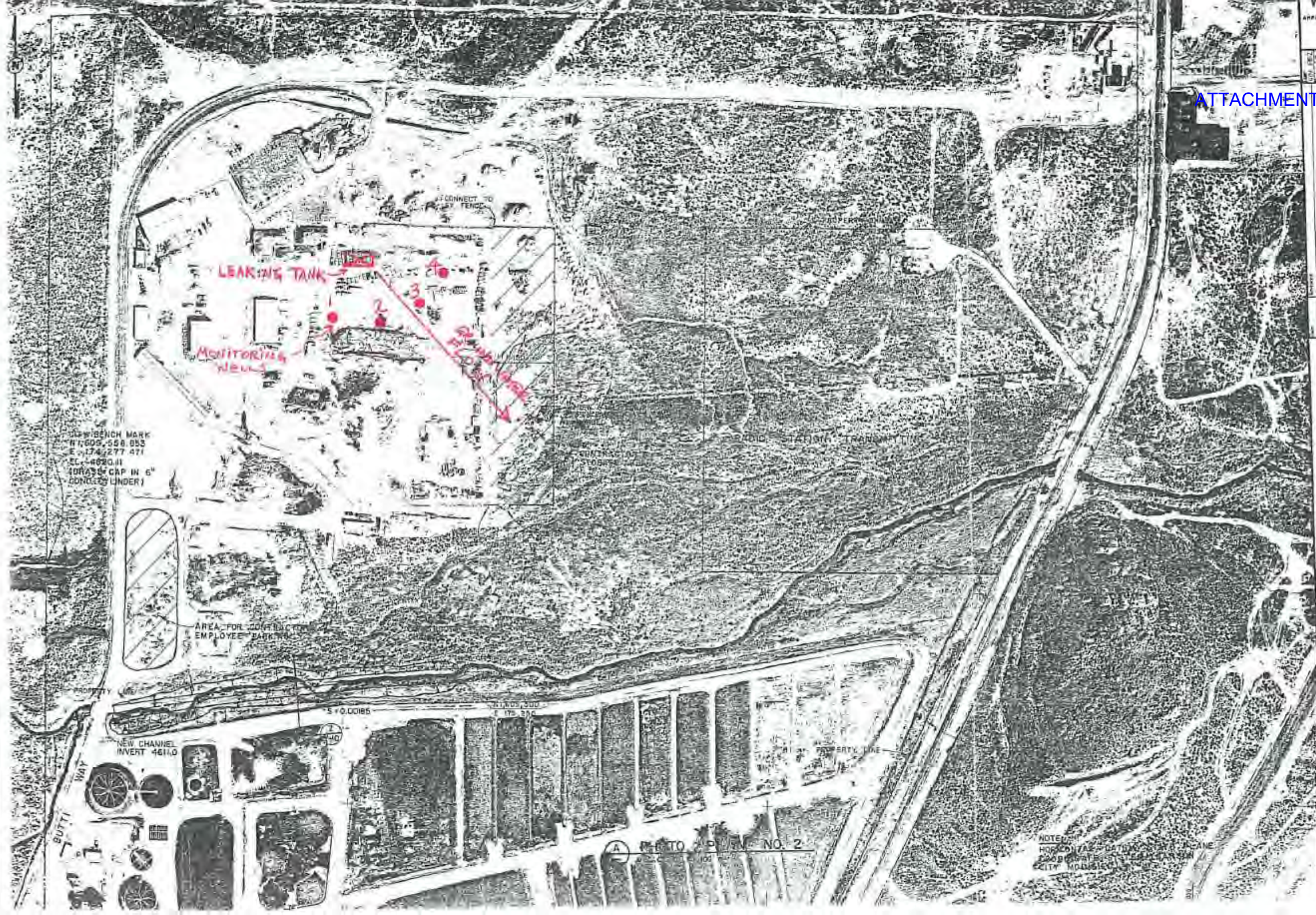
DKO/BB/po

cc: Bill Barker
Lew Nagy

ED:

FOR YOU. NOTE NO ATTACHMENT
B AND THEY SPOILED MY
NAME WRONG!

— ALLEN —



WARNING
THIS DRAWING
APPROXIMATELY THE HALF
ORIGINAL SCALE

DATE: _____
BY: _____
CHECKED BY: _____
APPROVED BY: _____

ATTACHMENT B

BOYLE ENGINEERING CORPORATION

JOHN CAROLLO ENGINEERS

WASE ENGINEERING CO., INC.

CARSON CITY
COMPREHENSIVE WATER PLAN
SLUDGE DISECTION AND EFFLUENT PUMP STATION - CONTRACT W-1

GENERAL
PHOTO PLAN NO. 2

0 10 20 30 40 50 60 70 80 90 100
FEET

NOTES:
HORIZONTAL PATHS ARE IN CANE
POB WATER SYSTEM, CARSON
CITY, NEVADA

ATTACHMENT B

ENVIRONMENTAL PROTECTION

-MONITORING WELL
(2" PVC)

GROUND SURFACE

13'

PEA GRAVEL

WATER TABLE

3



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

RECEIVED

MAY 15 1987

ENVIRONMENTAL
PROTECTION

May 13, 1987

Ed Skudlarek
Department of Conservation
and Natural Resources
201 S. Fall Street
Carson City, NV 89710

RE: City Corporation Yard Fuel Leak

Dear Mr. Skudlarek:

I have visually inspected samples from the four test wells and have found no evidence of fuel product in any of the samples.

Samples were taken on 4/9/87, 4/23/87 and 5/7/87.

I will continue to monitor the wells as per your instructions and keep you informed.

Sincerely,

A handwritten signature in blue ink that reads "Bill Barker".

Bill Barker
Street Superintendent

BB:kc



ATTACHMENT B

CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

December 29, 1987

RECEIVED
DEC 31 1987
ENVIRONMENTAL
PROTECTION

Mr. Ed Skudlarek
Department of Conservation
and Natural Resources
201 S. Fall Street
Carson City, NV 89710

RE: City Corporation Yard Fuel Leak

Dear Mr. Skudlarek:

I have visually inspected samples from the four test wells and have found no evidence of fuel product in any of the samples.

Samples were taken on a monthly basis since July 16th. The dates samples were taken are as follows:

8/13/87, 9/17/87, 10/22/87 and 11/19/87

Since October was to be the end of testing, I will no longer be monitoring the test wells.

If you have any questions regarding this matter, please call me at 887-2345.

Sincerely,

Bill Barker

Bill Barker
Street Superintendent

kc

ATTACHMENT B



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

September 11, 1989

RECEIVED

SEP 13 1989

ENVIRONMENTAL
PROTECTION

Mr. Allen Biaggi
Environmental Specialist
Division of Environmental Protection
201 South Fall Street
Carson City, Nevada 89710

Dear Allen:

Since receipt of your letter dated May 1, 1989, addressed to Ms. Dorothy Palmer regarding gasoline vapors at the Carson City Corporate Yard, monthly monitoring has been conducted. The on-site test wells have shown no sign of any free product in the ground water.

I believe the vapors encountered are from spillages or leaks which occurred in previous years and not from any recent losses.

Unless you desire further monitoring I will suspend it as of the writing of this letter.

Sincerely,

Bill Barker

Bill Barker
Street Superintendent

BB:nml

c Dorothy Palmer, Water Engineer
Dan O'Brien, Public Works Director
John Hastie, Industrial Waste Inspector

PROVIDE RAW DATA
CALLED 9/18/89
TOLD TO SEND DATA



File: CARSON CITY
CORP YARD
CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

September 25, 1989

RECEIVED

SEP 27 1989

Mr. Allen Biaggi
Environmental Specialist
Division of Environmental Protection
201 South Fall Street
Carson City, Nevada 89710

ENVIRONMENTAL
PROTECTION

Dear Allen:

YOUR LETTER OF MAY 1, 1989

Per your request, the dates for testing for
free product at the Corporate Yard are as
follows:

May 17, 1989
June 15, 1989
July 13, 1989
August 17, 1989
September 11, 1989

As always, if further information is needed,
please call me at 887-2345.

Sincerely,

Bill Barker

Bill Barker
Street Superintendent

BB:nml

April 7, 1993

MEMORANDUM

TO: AB

FROM: J. L. Conners

SUBJECT: Carson City Responder Involvement at County Road
Department

Problem:

MC800 Chevron Fire and resultant contamination.

Assumptions:

Cause of fire not determined (final report pending). MSDS sheet indicates that MC (medium cure) was the only contaminant.

Facts Bearing on Problem:

MC is a petroleum product.

Water was used to extinguish the fire created by the combustion of this substance.

Both MC and runoff waters were contained and diked to prevent runoff to the surrounding agricultural ditches.

Ken Arnold had contacted a firm for the vacuum truck to remove the fire runoff waters which contained dissolved product and small quantities of the MC product. He had also contacted a firm to perform the necessary site assessment and remediation.

I informed Ken that I would send a NDEP letter directing site assessment and remediation.

The MC product is thickening and a decision to cover with inert material is under consideration. The solidification rate, potential fire threat and change in runoff potential (ie, precipitation event) will determine if covering is deemed necessary.

Discussed sampling protocol and appropriateness of disposal at Nevada Hydrocarbon with Ken Arnold...decision based on sampling results.

Discussed the usefulness of a SPCC plan with all parties.
Debriefed by Verne Rosse when returned at 2:00 PM.

Conclusions:

MC was suppressed with minimum environmental impacts...diking. MC is diesel like (with additional long chain compounds).

Recommendation(s):

Send NDEP spill letter to Ken Arnold and manage case routinely...assisting along way to clarify petroleum nature of substance and appropriateness of 8015M and 8240 sampling protocol and approval for disposal at Nev Hydrocarbon.

Forward copy of Pollution Engineering article regarding SPCC plans to Ken Arnold and Carson Fire.

L. H. DODGION
Administrator

STATE OF NEVADA
BOB MILLER
Governor

PETER C. MORROS
Director

ATTACHMENT B

Administration (702) 687-4670
Air Quality 687-5065
Mining Regulation and Reclamation 687-4675
Water Quality Planning 687-5863
Water Pollution Control 687-5870
Fax 687-6856



Waste Management 687-5872
Chemical Hazards Management 687-5872
Federal Facilities 687-5872
Fax 687-6856

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

Capitol Complex
333 W. Nye Lane
Carson City, Nevada 89710

April 9, 1993

Ken Arnold
Environmental
3300 Butti Way
Carson City, NV 89701

SUBJECT: Carson City Corporate Yard MC Release

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received and evaluated your request for assistance regarding the release of MC on April 7, 1993 at the Carson City Corporate yard in Carson City, Nevada.

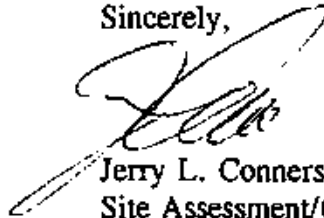
Please perform a TCLP determination of the material which has been released to determine if the material is hazardous waste. The results of the analysis must be received by the office not later than May 1, 1993.

In addition, soil lithology, depth to groundwater and distance to surface waters must also be provided.

Ken Arnold
Environmental
April 9, 1993
Page 2

Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at 702-687-5872 Extension 3019 (FAX 702-885-0868). All future correspondence regarding this subject should be addressed to the undersigned.

Sincerely,



Jerry L. Conners
Site Assessment/Corrective Action Branch
Bureau of Chemical Hazards Management

JLC:gf

cc: Mr. Quint Aninao
Mr. John Berkich, City Manager, 2621 Northgate Lane #2, Carson City, NV 89701
Mr. Jack Fralinger, Carson City Health Department, 1711 North Roop, Carson City, NV 89701
Ms. Sheila Clement, Office of Emergency Management, 901 E. Musser Street, Carson City, NV 89701

L. H. DODGION
Administrator

Administration:
(702) 687-4670
Fax 687-5856

Air Quality
Mining Regulation and Reclamation
Water Quality Planning
Water Pollution Control

STATE OF NEVADA
BOB MILLER
Governor



PETER G. MORROS
Director

ATTACHMENT B

Fax (702) 885-0868
TDD 687-4678

Waste Management
Corrective Actions
Federal Facilities

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

Capitol Complex
333 W. Nye Lane
Carson City, Nevada 89710

April 27, 1994

Ken Arnold
Environmental Control Manager
Utility Division
City of Carson
3300 Butti Way, Bldg. #7
Carson City, NV 89701

NDEM Incident Number: Not contained in File

SUBJECT: No Further Action Warranted

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received and evaluated your letter dated April 22, 1994 regarding the assessment and remediation of the contamination located at the City Corporate Yard, Carson City, Nevada.

Accordingly, based on the information provided by Carson City (dated April 22, 1994), no further action is warranted. However, local government and other interested agencies should be contacted regarding such issues as site reclamation, erosion control, dust abatement, etc.

Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at 702-687-4670, extension 3019 (FAX 702-885-0868). All future correspondence regarding this subject should be addressed to the undersigned.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jerry L. Conners".

Jerry L. Conners
Environmental Management Specialist
Bureau of Corrective Actions

JLC:kmf

cc: See attached listing

Ken Arnold
Environmental Control Manager
Utility Division
City of Carson
April 27, 1994
Page 2

cc: Mr. Joe Quinn, Nevada Division of Emergency Management
Mr. John Berkich, City Manager, 2621 Northgate Lane #2, Carson City, NV 89706
Mr. Jack Fralinger, Carson City Health Department, 1711 North Roop, Carson City, NV
89701
Ms. Sheila Clement, Office of Emergency Management, 2621 Northgate Lane, Suite #2,
Carson City, NV 89706
Ms. Dorothy Timian-Palmer, Carson City Public Utilities Department, 3300 Butti Way,
#9, Carson City, NV 89706
Chief L. Buckley, Carson City Fire Department, 111 N. Curry Street, Carson City, NV
89703
Captain P. Hernandez, HAZMAT Team, 2400 Graves Lane, Carson City, NV 89706
NDOT, Environmental Division

L. H. BOGGS
Administrator

Administration:
(702) 687-4670
Fax 687-5856

Air Quality
Mining Regulation and Reclamation
Water Quality Planning
Water Pollution Control

STATE OF NEVADA
BOB MILLER
Governor



PETER G. MORRIS
Director
ATTACHMENT B

Fax (702) 885-0868
TDD 687-4678

Waste Management
Corrective Actions
Federal Facilities

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

Capitol Complex
333 W. Nye Lane
Carson City, Nevada 89710

September 28, 1994

MR KEN ARNOLD
ENVIRONMENTAL CONTROL MANAGER
CARSON CITY ENVIRONMENTAL CONTROL AUTHORITY
3300 BUTTI WAY BUILDING #7
CARSON CITY NV 89701

RE: **PERMANENT CLOSURE OF UNDERGROUND STORAGE TANK**
Carson City Vehicle Maintenance Building
3300 Butti Way
Carson City, Nevada 89701
(No Facility ID Number)

0-000143
LK: 0-234

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received your letter, dated September 16, 1994, which documents the steps that were taken to achieve compliance with the permanent closure requirements for USTs set forth in 40 CFR § 280.72(a). On the basis of the information contained in the report and laboratory information from Great Basin Laboratories, NDEP concurs that corrective action is not warranted at the location of the former 300-gallon waste oil tank. Our files will be updated to indicate that this tank is permanently out of use as of August 15, 1994.

If you have any questions concerning this matter, please contact me at (702) 687-4670, extension 3038.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin E. Sullivan".

Kevin E. Sullivan
Environmental Management Specialist III
UST/LUST/Claims Branch
Bureau of Corrective Actions

KES:kmf

See Page 2

Mr. Ken Arnold
September 28, 1994
Page 2

cc: Mr. Jim Najima, Nevada Division of Environmental Protection
Ms. Dorothy Timian-Palmer, Utilities Director, 3300 Butti Way,
Building #7, Carson City, NV 89701
Chief Ted Berrum, Carson City Fire Marshal,
111 North Curry Street, Carson City, NV 89701
Mr. John Berkich, City Manager, 2621 Northgate Lane, Suite 2,
Carson City, NV 89706
Mr. Jack M. Fralinger, Carson City Health Department,
1711 North Roop Street, Carson City, NV 89706
Ms. Sheila Clement, Office of Emergency Management,
901 East Musser Street, Carson City, NV 89701



CARSON CITY, NEVADA

ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL SEP 20 AM 11:45

September 16, 1994

Jim Najima
UST/LUST Supervisor
Nevada Division of Environmental Protection
Capital Complex
333 W. Nye Lane
Carson City, NV 89710

Subject: Removal of a 300 Gallon Waste Oil Tank at the
Carson City Vehicle Maintenance Building at 3300
Butti Way

Dear Jim:

Excavation began and was completed on August 15, 1994. The fill tube pipe was inspected and removed. There were no visible signs of contamination. Samples were taken at each end of the tank bed, at a depth of two feet. The sample from the east end of the tank was none-detect. The sample from the west end tested at 13 mg/kg. As required, analysis for Cadmium, Chrome, and Lead was done on both samples. The results for metals were non-detect. Due to the extremely small tank (and excavation) and the absence of heavy metals, further sampling did not appear to be warranted.

Prior to removal, the tank had been pumped down well below one inch, constituting an empty tank. Again, due to the size of the tank, it was transported to the landfill and crushed.

If you have any questions regarding this matter, please contact me at 887-2340.

Sincerely,

Ken Arnold
Environmental Control Manager

KA/lgm

Attachment

c: John Berkich, City Manager
Dorothy Timian-Palmer, Utilities Director

UTILITIES DEPARTMENT

Environmental Control Authority • 3300 Butti Way, #7 • 89701 • (702) 887-2340
Wastewater Reclamation Plant • 3320 E. 5th Street • 89701 • (702) 887-2360
Utility Billing • 2621 Northgate Lane, #66 • 89706 • (702) 887-2370
Sewer Utility • 3300 Butti Way, #7 • 89701 • (702) 887-2340
Water Utility • 3300 Butti Way, #9 • 89701 • (702) 887-2355



CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

April 16, 1993

Jerry Connors
Site Assessment/Corrective Action Branch
Bureau of Chemical Hazards Management
Nevada Division of Environmental Protection
Capitol Complex
333 W. Nye Lane
Carson City, NV 89710

Subject: Asphalt Batch Plant Explosion
April 7, 1993
3300 Butti Way, Carson City

Dear Mr. Connors:

On April 8, 1993, Carson City Environmental Control took a sample of the MC-800 released at the City Corporate Yard and delivered it to Nevada Environmental Laboratory, Reno, Nevada for TCLP analysis. Results of this test were received April 12, 1993 (see attached), and indicated no hazardous constituents. With agreement from your office, this asphaltic material was disposed of at the Carson City Sanitary Landfill.

The day of the incident, April 7, 1993, Reno Drain Oil was called to the site to vacuum the ponded fire suppression water which had leached some oils out of the MC-800. Approximately 4,460 gallons were removed.

On April 13, 1993, a soil sample from the ponded area was sent to Nevada Environmental Laboratory to be analyzed for TPH(8015). This office will provide the results of this test to you also and discuss the City's disposal options for this soil.

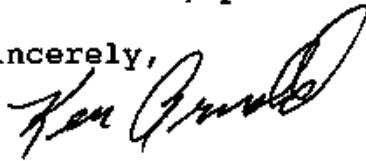
In answering your additional questions, the distance to surface water (normally a dry ditch west of release site) is approximately fifty yards, the soil consists of sandy-loam, and the depth to groundwater is thirty (30') feet.

UTILITY DEPARTMENT

Jerry Connors
April 16, 1993
Page Two

Thank you for your assistance in this matter and, if you have any questions regarding this report or need any additional information, please contact me at 887-2340.

Sincerely,



Ken Arnold
Acting Sewer Utility Superintendent

KA/lgm

c: John Berkich, City Manager
Daniel K. O'Brien, Public Works Director
Tim Homann, City Engineer
Bill Barker, Street Superintendent
Dorothy A. Timian-Palmer, Utilities Director
John Mayes, Safety Coordinator
Sheila Clement, Emergency Management Coordinator



CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

April 30, 1993

Jerry Conners
Site Assessment/Corrective Action Branch
Bureau of Chemical Hazards Management
Nevada Division of Environmental Protection
Capitol Complex
333 W. Nye Lane
Carson City, NV 89710

SUBJECT: On-site Remediation of Contaminated Soil Resulting
from Batch Plant Incident
3300 Butti Way, Carson City

Dear Mr. Conners:

As stated in my letter to you dated April 20, 1993, the City's intention was to use ammonium nitrate for the on-site remediation project at the City Corporate Yard. However, due to the inability to locate a supply of this material, straight ammonium sulfate will be used. ("Best Ammonium Sulphate" is the product name). It will be applied at a lawn application rate of 20 lbs. per 4,000 sq.ft.

If you have any questions or comments regarding this report or the substitution of material, please call me at 887-2340.

Sincerely,

Ken Arnold
Acting Sewer Utility Superintendent

KA/lgm

c: John Berkich, City Manager
Dorothy A. Timian-Palmer, Utility Director
Daniel K. O'Brien, Public Works Director
Bill Barker, Street Superintendent
John Mayes, Safety Coordinator
Sheila Clement, Emergency Management Coordinator

KEMMERLING SOILS *CL*
↓ 5'-0"
w/ HIGH MOISTURE
CONTENT

UTILITY DEPARTMENT

L. H. DODGION
Administrator

STATE OF NEVADA
BOB MILLER
Governor

PETER G. MORROS
Director

ATTACHMENT B

Administration (702) 687-4670
Air Quality 687-5065
Mining Regulation and Reclamation 687-4675
Water Quality Planning 687-5883
Water Pollution Control 687-5870
Fax 687-5856



Waste Management 687-5872
Chemical Hazards Management 687-5872
Federal Facilities 687-5872
Fax 885-0868

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

Capitol Complex
333 W. Nye Lane
Carson City, Nevada 89710

April 22, 1993

Ken Arnold
Superintendent
Utility Department
3300 Butti Way, Bldg 7
Carson City, NV 89701

SUBJECT: Remediation of Carson City Corporate Yard

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received and evaluated your remediation plan dated April 20, 1993 regarding the treatment of the residual TPH contamination. This proposal is approved.

Please provide the results of an EPA Method 8015 Modified analysis which confirms adequate TPH degradation to this office by not later than April 30, 1994. This information will be used to determine the appropriateness of closure.

Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at 702-687-5872 Extension 3019 (FAX 702-885-0868). All future correspondence regarding this subject should be addressed to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry L. Connors".

Jerry L. Connors
Site Assessment/Corrective Action Branch
Bureau of Chemical Hazards Management

JLC:gf

Ken Arnold
Utility Department
April 22, 1993
Page 2

cc: Mr. Quint Aninao
Mr. John Berkich, City Manager, 2621 Northgate Lane #2, Carson City, NV 89701
Mr. Jack Fralinger, Carson City Health Department, 1711 North Roop, Carson City, NV
89701
Ms. Sheila Clement, Office of Emergency Management, 901 E. Musser Street, Carson
City, NV 89701
Chief Ted Berrum, Carson City Fire Marshal, 111 N. Curry Street, Carson City, NV
89701



CARSON CITY, NEVADA ATTACHMENT B

April 20, 1993 CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Jerry Connors
Site Assessment/Corrective Action Branch
Bureau of Chemical Hazards Management
Nevada Division of Environmental Protection
Capitol Complex
333 W. Nye Lane
Carson City, NV 89710

SUBJECT: On-site Remediation of Contaminated Soil Resulting
from Batch Plant Incident
3300 Butti Way, Carson City

Dear Mr. Connors:

As stated in my letter to you dated April 16, 1993, a soil sample from the ponded area was sent to Nevada Environmental Laboratory to be analyzed for TPH(8015). This office received the laboratory report on April 19, 1993 (see attached).

Due to the relatively low concentration of TPH, it is believed that on-site remediation using ammonium nitrate is the most appropriate method. The ammonium nitrate will be broadcast over the area every two months. The area of concern will be kept damp as a result of normal dust abatement practices. A berm will remain around the treated site to avoid any potential run-off problems.

One year from now a soil sample from the same location will be analyzed for TPH(8015) to determine the effectiveness of treatment.

If you have any questions or comments regarding this report or the intended treatment methodology, please call me at 887-2340.

Sincerely,

Ken Arnold
Acting Sewer Utility Superintendent

KA/lgm

Attachment

c: John Berkich, City Manager
Dorothy A. Timian-Palmer, Utility Director
Daniel K. O'Brien, Public Works Director
Bill Barker, Street Superintendent
John Mayes, Safety Coordinator
Sheila Clement, Emergency Management Coordinator

UTILITY DEPARTMENT



CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

April 22, 1994

94 APR 22 PM 3:31

Jerry Conners
Site Assessment/Corrective Action Branch
Bureau of Chemical Hazards Management
Nevada Division of Environmental Protection
Capitol Complex
333 W. Nye Lane
Carson City, NV 89710

SUBJECT: On-site Remediation of Contaminated Soil Resulting
from Batch Plant Incident
3300 Butti Way, Carson City

Dear Mr. Conners:

As required by your letter dated April 22, 1993, a sample of the soil from the batch plant area was taken on April 18, 1994, to be analyzed using EPA Method 8015 Modified (see attached).

Results of this analysis reveal that the remediation was a success. Therefore, Carson City requests that you approve closure of this project.

Thank you for your guidance in this matter and, if there are any questions, please contact me at 887-2340.

Sincerely,

Ken Arnold
Environmental Control Manager

KA/lgm

c: John Berkich, City Manager
Dorothy A. Timian-Palmer, Utility Director
Bill Barker, Street Superintendent
John Mayes, Safety Coordinator
Sheila Clement, Emergency Management Coordinator

UTILITY DEPARTMENT

PETER C. MORRIS, Director
L.H. DODGION, Administrator
(702) 687-4670
TDD 687-4678
Administration
Mining Regulation and Reclamation
Water Pollution Control
Facsimile 687-5856

STATE OF NEVADA
BOB MILLER
Governor



Waste Management
Corrective Actions
Federal Facilities
Air Quality
Water Quality Planning
Facsimile 687-6396

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

333 W. Nye Lane, Room 138
Carson City, Nevada 89706-0851
December 17, 1997

Ken Arnold
Environmental Control Manager
Carson City Utilities Department
3505 Butti Way
Carson City, Nevada 89701

Re.: UST Removal & Closure, Carson City Corporate Yard. Facility I.D. #1-000078.

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received notification relating to the closure of three underground storage tanks (USTs) located at the Carson City Corporate Yard, Carson City, Nevada.

In accordance with 40 CFR Part 280.72, the accompanying site assessment, which is required, has been evaluated and determined to have been conducted satisfactorily. Based on removal of approximately eleven (11) cubic yards of petroleum contaminated soil, and the analytical information you provided in the letter report dated November 12, 1997, the Division will not require remediation at this time.

If not already submitted, please ensure an updated EPA Form 7530-1 (Notification for Underground Storage Tanks) is forwarded to the UST/LUST Branch within 15 days of receipt of this letter to reflect the tank closure as required by Section 9002 of the Resource Conservation and Recovery Act and NAC 459.993.

Should you have questions, or if I can be of any assistance, please do not hesitate to contact me at (702) 687-4670 ext. 3141.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Carr".

Jennifer L. Carr, E.I.T.
Staff II, Associate Engineer
UST/LUST/Claims Branch
Bureau of Corrective Actions

JLC:gf

Enclosure: (1)
EPA 7530-1 Form

cc: Mr. Robert Kelso, NDEP
Mr. Sig Juanarajs, NDEP
Ms. Dorothy Timian-Palmer, Carson City Public Works/Utilities Director

PETER G. MORRIS, Director
L.H. DODGION, Administrator

(702) 687-4670
TDD 687-4678

Administration
Mining Regulation and Reclamation
Water Pollution Control
Facsimile 687-5856

STATE OF NEVADA
BOB MILLER
Governor



Waste Management
Corrective Actions
Federal Facilities

ATTACHMENT B

Air Quality
Water Quality Planning
Facsimile 687-6396

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

333 W. Nye Lane, Room 138
Carson City, Nevada 89706-0851

December 17, 1997

Ken Arnold
Environmental Control Manager
Carson City Utilities Department
3505 Butti Way
Carson City, Nevada 89701

Re: Carson City Corporate Yard. Facility I.D. #1-000078.

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received and evaluated your request, dated November 13, 1997, to landfarm petroleum contaminated soils (PCS) from the Carson City Corporate Yard tank removal site. The proposal is to remediate the soil in accordance with the plan which was previously approved for landfarming PCS from the Carson City Sheriff's Department Maintenance Yard site. The NDEP concurs with your proposal to treat petroleum contaminated soil, removed from this facility, at the Carson City Sanitary Landfill in the treatment bed that was previously constructed. Sampling and analysis are to be conducted as proposed.

Should you have any questions, or if I can be of any assistance, please do not hesitate to contact me at (702) 687-4670 ext. 3141.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Carr".

Jennifer L. Carr, E.I.T.
Staff II, Associate Engineer
UST/LUST/Claims Branch
Bureau of Corrective Actions

JLC:gf

cc: Mr. Robert Kelso, Supervisor, NDEP
Mr. Les Gould, NDEP
Ms. Dorothy Timian-Palmer, Carson City Public Works/Utilities Director

PETER G. MORRIS, Director
L.H. DODGION, Administrator

(702) 687-4670
TDD 687-4678

Administration
Mining Regulation and Reclamation
Water Pollution Control
Facsimile 687-5856

STATE OF NEVADA
BOB MILLER
Governor



Waste Management
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Facsimile 687-6396

ATTACHMENT B

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

333 W. Nye Lane, Room 138
Carson City, Nevada 89706-0851

August 19, 1998

Mr. Ken Arnold
Environmental Control Manager
Environmental Health Department
1711 North Roop Street
Carson City, NV 89701

Re: Final Report - Carson City Corporate Yard - Treatment of Contaminated Soils
Facility ID# 1-000078

Dear Mr. Arnold:

The Nevada Division of Environmental Protection has received and reviewed the Final Letter Report for the referenced facility. Based on the information provided, soil treatment is considered complete, and no further remedial action is required.

Should you have any questions, please feel free to contact me at (702) 687-4670, extension 3020.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Kelso".

Robert C. Kelso, P.E.
Supervisor, Remediation Branch
Bureau of Corrective Actions

RCK:kmf

cc: M. Leigh, NDEP



CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

November 12, 1997

RECEIVED

NOV 14 1997

Environmental Protection

Jennifer Carr, Associate Engineer
UST/LUST/Claims Branch
Nevada Division of Environmental Protection
Capital Complex
123 West Nye Lane
Carson City, Nevada 89710

SUBJECT: Removal of Three Underground Storage Tanks at the Carson City Corporate Yard (Tank #'s 1000078 * 001, 002, & 003) and Request for Closure.

Dear Jennifer:

On Monday, November 3, 1997, excavation began for the removal of tanks identified above. The tanks were removed and the required sampling was performed on Wednesday, November 5 (see attached results). The only contamination which exceeded the 100 mg/L TPH threshold was discovered at the east end of Tank #3. After a review of the sample analysis, it is apparent that there are no more than approximately eleven (11) cubic yards of soil (see attached).

Approximately one-half of a cubic yard of soil around the fill pipe at the east end of Tank #3 was contaminated, however at a depth of two (2) feet below the top of the tank, no contamination was present. This information appears to be evidence that the contamination under the end of Tank #3 was not generated by any of the tanks that were removed on November 5, 1997. Additional information in support of this came from an interview with the previous Carson City Streets Superintendent. A 10,000 gallon gasoline tank was removed from that site in 1988. The problem with that tank was a minor leak from the feed line at the west end of the tank. Due to the fact that the tanks were situated so close together, it seems reasonable that the small amount of contamination that was found during the November 1997 removal project was left over from the tank removed in 1988.

UTILITIES DEPARTMENT

Environmental Control • 3505 Butti Way • 89701 • (702) 887-2340
Wastewater Reclamation Plant • 3320 E. 5th Street • 89701 • (702) 887-2360
Utility Billing • 3505 Butti Way • 89701 • (702) 887-2370
Sewer Utility • 3505 Butti Way • 89701 • (702) 887-2340
Water Utility • 3505 Butti Way • 89701 • (702) 887-2355

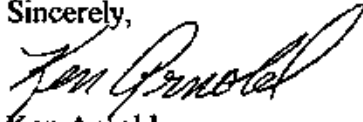
Corp Yard, continued;

Page 2

After rinsing and purging, the tanks were removed by Tennant Construction and transported to their yard in Lyon County for recycling. An approximate total of twelve (12) yards of contaminated soil were removed during this project. This soil was stockpiled on asphalt, covered with plastic, and will be properly treated and disposed. Carson City's intention is to treat this soil at it's landfill, however this will be addressed in a separate letter.

Based on the information provided, Carson City requests closure of this site. If you have any questions regarding this report, please contact me at 887-2340 ext. 1010.

Sincerely,



Ken Arnold

Environmental Control Manager

c: Dorothy Timian-Palmer, Public Works/Utilities Director

corpydfin



CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

November 13, 1997

Jennifer Carr, Associate Engineer
UST/LUST/Claims Branch
Nevada Division of Environmental Protection
Capital Complex
123 West Nye Lane
Carson City, Nevada 89710

RECEIVED

NOV 14 1997

Environmental Protection

SUBJECT: Treatment of Petroleum Contaminated Soil from the Carson City Corporate Yard at the Carson City Sanitary Landfill.

Dear Jennifer:

As stated in my letter to you, dated November 12, 1997, approximately twelve (12) cubic yards of petroleum contaminated soil (PCS) were excavated from the tank removal project at the Carson City Corporate Yard. This letter is a request to landfarm this PCS at the Carson City Sanitary Landfill. The highest concentration of Total Petroleum Hydrocarbons (TPH) is 450 mg/L.

The soil will be handled in the same manner as the PCS that was generated at the Sheriff's Maintenance Yard. The soil will be spread out in an 18 inch lift and mixed with biosolids from the Wastewater Reclamation Plant. Sampling will be performed at the time of placement and quarterly there after until TPH levels are below 100 mg/L. When the TPH has been sufficiently reduced, the soil will be removed from the clay lined treatment bed and used for daily cover material. Once removed, a sample of the clay bed will be taken to determine if any downward migration has occurred (please refer to the August 15, 1996, Request to Landfarm Petroleum Contaminated Soil). If you have any questions regarding this request, please contact me at 887-2340 ext. 1010.

Sincerely,

Ken Arnold, Environmental Control Manager

c: Dorothy Timian-Palmer, Public Works/Utilities Director
Les Gould, Supervisor - Solid Waste Branch, NDEP

corpydsoil

UTILITIES DEPARTMENT

Environmental Control • 3505 Butti Way • 89701 • (702) 887-2340
Wastewater Reclamation Plant • 3320 E. 5th Street • 89701 • (702) 887-2360
Utility Billing • 3505 Butti Way • 89701 • (702) 887-2370
Sewer Utility • 3505 Butti Way • 89701 • (702) 887-2340
Water Utility • 3505 Butti Way • 89701 • (702) 887-2355



CARSON CITY, NEVADA ATTACHMENT B

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

RECEIVED

AUG 19 1998

Environmental Protection

August 18, 1998

Robert C. Kelso, P.E.
Supervisor, Remediation Branch
Bureau of Corrective Actions
Nevada Division of Environmental Protection
Capital Complex
123 West Nye Lane
Carson City, NV 89710

SUBJECT: Final Report on Facility I.D. # 1-000078 - Treatment of Contaminated Soils.

Dear Bob:

This letter is the final report regarding the Carson City Corporate Yard. All that remained was a confirmatory sample of the eleven cubic yards of petroleum contaminated soil (PCS) and a sample of the underlying clay layer of the soils treatment bed at the landfill (see attached letter dated 12/17/98 from Jennifer Carr). Both of the analytical results represent composite sampling. The results from Great Basin Laboratories, Inc. (see attached) indicated complete treatment of the PCS and no indication of downward migration of gasoline contamination occurred. Given this information, the City is requesting that no further remediation be required.

The Environmental Control Authority is now a division of the Carson City Environmental Health Department. My new address and telephone number is listed below:

Ken Arnold
Environmental Control Manager
Environmental Health Department
1711 North Roop Street
Carson City, NV 89701

Telephone: 887-2190 extension 105
FAX: 887-2248

Sincerely,

Ken Arnold
Environmental Control Manager

c: Daren Winkelman, Health Director

cccysoil

PETER G. MORROS, Director
L.H. DODGION, Administrator
(702) 687-4670
TDD 687-4678

Administration
Mining Regulation and Reclamation
Water Pollution Control
Facsimile 687-5856

STATE OF NEVADA
BOB MILLER
Governor



Waste Management
Corrective Actions
Federal Facilities
Air Quality
Water Quality Planning
Facsimile 687-6396

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION

333 W. Nye Lane, Room 138
Carson City, Nevada 89706-0851

December 17, 1997

Ken Arnold
Environmental Control Manager
Carson City Utilities Department
3505 Butti Way
Carson City, Nevada 89701

Re: Carson City Corporate Yard. Facility I.D. #1-000078.

Dear Mr. Arnold:

The Nevada Division of Environmental Protection (NDEP) has received and evaluated your request, dated November 13, 1997, to landfarm petroleum contaminated soils (PCS) from the Carson City Corporate Yard tank removal site. The proposal is to remediate the soil in accordance with the plan which was previously approved for landfarming PCS from the Carson City Sheriff's Department Maintenance Yard site. The NDEP concurs with your proposal to treat petroleum contaminated soil, removed from this facility, at the Carson City Sanitary Landfill in the treatment bed that was previously constructed. Sampling and analysis are to be conducted as proposed.

Should you have any questions, or if I can be of any assistance, please do not hesitate to contact me at (702) 687-4670 ext. 3141.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Carr".

Jennifer L. Carr, E.I.T.
Staff II, Associate Engineer
UST/LUST/Claims Branch
Bureau of Corrective Actions

JLC:gf

cc: Mr. Robert Kelso, Supervisor, NDEP
Mr. Les Gould, NDEP
Ms. Dorothy Timian-Palmer, Carson City Public Works/Utilities Director

Utility Rate Information

Appendix B



CARSON CITY WATER AND SEWER RATE INCREASE - JULY 1, 2017 ATTACHMENT B

SEWER RATES

FLAT RATES (per unit)	July 1, 2016	July 1, 2017
Single-Family Residential	\$36.61	\$40.45
Multifamily Residential	\$23.48	\$27.18
METERED RATES		
Low-Strength Commercial		
Base Charge	\$34.03	\$40.45
Volume Charge per 1,000 gallons	\$5.82	\$6.78
High-Strength Commercial		
Base Charge	\$34.03	\$40.45
Volume Charge per 1,000 gallons	\$9.73	\$11.98
Volume Charge is per 1,000 gallons of metered domestic water use		

FOR MORE INFORMATION, VISIT OUR WEBSITE AT:
WWW.CARSON.ORG/UTILITYBILLING

*A 5-year rate plan was approved by the Board of Supervisors on September 19, 2013.

CARSON CITY PUBLIC WORKS
Utility Billing Division
3505 BUTTI WAY
CARSON CITY, NV 89701
(775) 887-2355 ext. 2



CARSON CITY WATER AND SEWER RATE INCREASE - JULY 1, 2017

ATTACHMENT B

WATER RATES

MONTHLY WATER BASE CHARGE (Single-Family Residential and Commercial):

Meter Size	July 1, 2016	July 1, 2017
5/8"	\$25.72	\$27.39
1"	\$39.14	\$41.68
1 1/2"	\$58.43	\$62.22
2"	\$72.69	\$77.41
3"	\$106.24	\$113.14
4"	\$139.78	\$148.87
6"	\$206.88	\$220.33
10"	\$514.41	\$547.84
Includes:	First 1,000 Gals	0 Gals



Multifamily Water Base Charge:

	July 1, 2016	July 1, 2017
Per Unit	\$9.11	\$9.70

MONTHLY WATER COMMODITY CHARGES:

Single-Family Residential

July 1, 2016		July 1, 2017	
First 1,000 gallons	\$0.00 per 1,000 gallons	First 5,000 gallons	\$1.76 per 1,000 gallons
Next 4,000 gallons	\$1.61 per 1,000 gallons	Next 25,000 gallons	\$3.07 per 1,000 gallons
Next 25,000 gallons	\$2.92 per 1,000 gallons	Over 30,000 gallons	\$4.91 per 1,000 gallons
Over 30,000 gallons	\$4.76 per 1,000 gallons		

MultiFamily Residential

July 1, 2016		July 1, 2017	
First 1,000 gallons	\$0.00 per 1,000 gallons	Volume Charge per Thousand Gallons	\$1.99 per 1,000 gallons
Next 18,000 gallons	\$1.74 per 1,000 gallons		
Next 30,000 gallons	\$1.96 per 1,000 gallons		
Over 49,000 gallons	\$2.28 per 1,000 gallons		

Commercial

July 1, 2016		July 1, 2017	
First 1,000 gallons	\$0.00 per 1,000 gallons	Volume Charge per Thousand Gallons	\$3.53 per 1,000 gallons
Next 18,000 gallons	\$3.28 per 1,000 gallons		
Next 30,000 gallons	\$3.37 per 1,000 gallons		
Over 49,000 gallons	\$3.69 per 1,000 gallons		

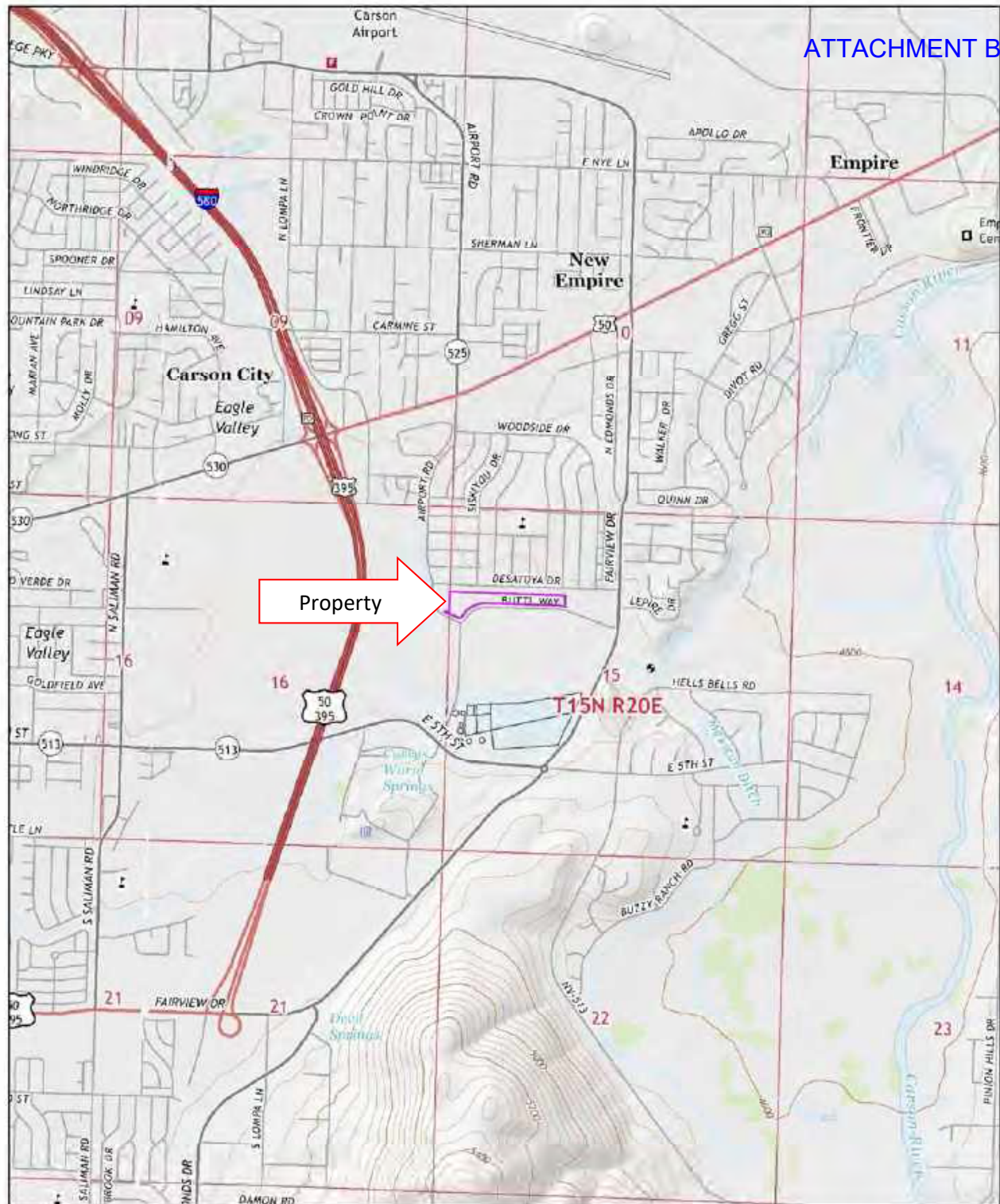
Large Commercial & Industrial/Manufacturing

July 1, 2016	July 1, 2017
\$3.74	\$3.71
Per thousand gallons	

CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701
(775) 887-2355
399

Parcel Maps

Appendix C



2014

0 0.2 0.4 0.8 Miles

Order No. 20190305104

FIGURE 1
Site Location Map
 SOURCE: ERIS Report
 Carson City, Nevada
 SCALE: as shown



Converse Consultants
 Geotechnical Engineering
 Environmental & Groundwater Science
 Inspection & Testing Services

VACANT PARCEL
3410 Butti Way,
Carson City, Nevada
Converse Project Number 18-23112-01



FIGURE 2
Site Location Map
 SOURCE: Google Earth
 Carson City, Nevada
 SCALE: As Shown



Converse Consultants
 Geotechnical Engineering
 Environmental & Groundwater Science
 Inspection & Testing Services

VACANT PARCEL
3410 Butti Way
Carson City, Nevada
Converse Project Number 18-23112-01

Property Photographs

Appendix D

VACANT PARCEL- CARSON CITY
3410 BUTTI WAY
Carson City, Nevada
Converse Project Number 18-23112-01

ATTACHMENT B



Photograph 1: Typical view of the Property facing east.



Photograph 2: Typical view of Property facing west.



VACANT PARCEL- CARSON CITY
3410 BUTTI WAY
Carson City, Nevada
Converse Project Number 18-23112-01

ATTACHMENT B



Photograph 3: Brush growing on southwest corner of Property facing south-east.



Photograph 4: Dirt road traversing the north-western portion of the Property from west to east.



VACANT PARCEL- CARSON CITY
3410 BUTTI WAY
Carson City, Nevada
Converse Project Number 18-23112-01

ATTACHMENT B



Photograph 5: Carson City Public Works to the south of Property.



Photograph 6: Drainage ditch running under Butti Way north to south in central portion of the Property.

VACANT PARCEL- CARSON CITY
3410 BUTTI WAY
Carson City, Nevada
Converse Project Number 18-23112-01

ATTACHMENT B



Photograph 7: Drainage channel in central portion of Property.



Photograph 8: Typical view of the Property facing East.



Endangered Species Study

Appendix E

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Carson City County, Nevada



Local office

Reno Fish And Wildlife Office

☎ (775) 861-6300

📠 (775) 861-6301

1340 Financial Boulevard, Suite 234

Reno, NV 89502-7147

<http://www.fws.gov/nevada/>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Fishes

NAME

STATUS

Lahontan Cutthroat Trout *Oncorhynchus clarkii henshawi*

Threatened

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/3964>

ATTACHMENT B

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

ATTACHMENT B

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Bald Eagle *Haliaeetus leucocephalus*

Breeds Dec 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Brewer's Sparrow *Spizella breweri*

Breeds May 15 to Aug 10

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/9291>

Golden Eagle *Aquila chrysaetos*

Breeds Dec 1 to Aug 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/1680>

Green-tailed Towhee *Pipilo chlorurus*

Breeds May 1 to Aug 10

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/9444>

Lewis's Woodpecker *Melanerpes lewis*

Breeds Apr 20 to Sep 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9408>

Olive-sided Flycatcher *Contopus cooperi*

Breeds May 20 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3914>

ATTACHMENT B**Pinyon Jay** *Gymnorhinus cyanocephalus*

Breeds Feb 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9420>

Tricolored Blackbird *Agelaius tricolor*

Breeds Mar 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3910>

Willet *Tringa semipalmata*

Breeds Apr 20 to Aug 5

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Williamson's Sapsucker *Sphyrapicus thyroideus*

Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/8832>

Willow Flycatcher *Empidonax traillii*

Breeds May 20 to Aug 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/3482>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that

- week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
- To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
 - The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

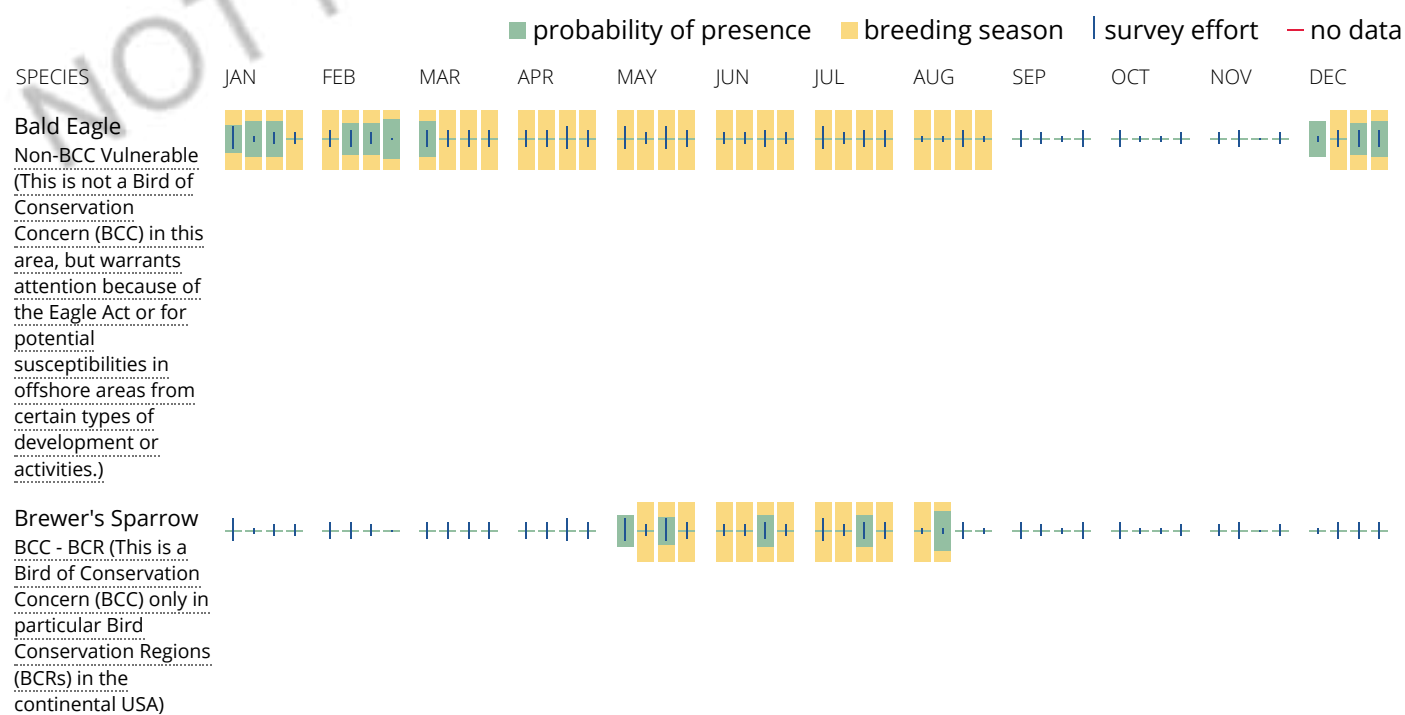
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Golden Eagle
BCC - BCR (This is a
Bird of Conservation
Concern (BCC) only in
particular Bird
Conservation Regions
(BCRs) in the
continental USA)



ATTACHMENT B

Green-tailed
Towhee
BCC - BCR (This is a
Bird of Conservation
Concern (BCC) only in
particular Bird
Conservation Regions
(BCRs) in the
continental USA)



Lewis's
Woodpecker
BCC Rangewide
(CON) (This is a Bird
of Conservation
Concern (BCC)
throughout its range
in the continental
USA and Alaska.)



Olive-sided
Flycatcher
BCC Rangewide
(CON) (This is a Bird
of Conservation
Concern (BCC)
throughout its range
in the continental
USA and Alaska.)



Pinyon Jay
BCC Rangewide
(CON) (This is a Bird
of Conservation
Concern (BCC)
throughout its range
in the continental
USA and Alaska.)



Tricolored
Blackbird
BCC Rangewide
(CON) (This is a Bird
of Conservation
Concern (BCC)
throughout its range
in the continental
USA and Alaska.)



Willet
BCC Rangewide
(CON) (This is a Bird
of Conservation
Concern (BCC)
throughout its range
in the continental
USA and Alaska.)



Williamson's

Sapsucker

BCC - BCR (This is a
Bird of Conservation
Concern (BCC) only in
particular Bird
Conservation Regions
(BCRs) in the
continental USA)



ATTACHMENT B

Willow Flycatcher

BCC - BCR (This is a
Bird of Conservation
Concern (BCC) only in
particular Bird
Conservation Regions
(BCRs) in the
continental USA)



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to

confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

ATTACHMENT B

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

[PEM1A](#)

[PEM1Cx](#)

RIVERINE

[R4SBCx](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



JOHN S. WRIGHT & ASSOCIATES
REAL ESTATE APPRAISALS AND CONSULTING

AN APPRAISAL OF
**THE WESTERN 6.31± ACRES
OF A
7.81± ACRE VACANT PARCEL
OF LAND**

Owned By
Carson City
a Municipal Corporation
of the State of Nevada

Located at
3410 Butti Way
Carson City, NV 89701

Prepared for
Stephanie Hicks, AICP, CFM
Real Property Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Serving Northern Nevada

Mailing Address:
135 Isidor Court, Suite B
Sparks, Nevada 89441

Phone: 775-626-3993
Fax: 775-384-9274

JSWA

AN APPRAISAL OF
**THE WESTERN 6.31± ACRES
OF A
7.81± ACRE VACANT PARCEL
OF LAND**

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3505 Butti Way
Carson City, NV 89701

For the Purposes of Supporting the Following Opinion of Value:
Market Value as of March 27, 2019



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May 8, 2019

Ms. Stephanie Hicks, AICP, CFM
Real Property Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Contract No. 1819-201
Butti Way Parcel
Carson City, Nevada 89701
Assessor's Parcel Number: Por. 010-037-04

Dear Ms. Hicks:

This is in response to your request for an appraisal report addressing the Market Value of the western 6.31± acres (274,864± square feet) of a 7.81± acre vacant parcel of land, which is located at the northwest corner of Butti Way and Airport Road in southwest Carson City, Nevada. The subject parcel can further be identified as a portion of Assessor's Parcel Number 010-037-04 and is currently owned by Carson City, a Municipal Corporation of the State of Nevada.

The subject is part of a larger 7.81± acre site but the Carson City plans to retain the eastern most 1.50± acres of the existing parcel when it is sold. As a result, the subject site contains 6.31± acres (274,864± square feet) of land area. A map showing the proposed subject parcel is contained in the attached appraisal report.

The subject site is irregular in shape and has frontage on Butti Way along the entire southeast and south property lines. The subject also has a small amount frontage on Airport Road along its southwest property line. The property involves level to gently sloping topography and all utilities are available to the site. In the immediate vicinity of the subject, Butti Way is a 2-way/2-lane asphalt paved roadway that is improved with concrete curbs, gutters and sidewalks on the south side of the street only. On the north side of the street, adjacent to the subject, there are no curbs, gutters or sidewalks. In the vicinity of the subject, Airport Road is a 2-way/2-lane asphalt paved roadway that is improved with concrete curbs, gutters and sidewalks on the northeast (subject) side of the street only. On the southwest side of the street there are concrete curbs and gutters but no sidewalks.

The subject site is currently vacant and unimproved. There do not appear to be any floodplains, earthquake hazards, soils conditions, environmental contamination or other factors adversely impacting the value or development potential of the subject property.



The subject site is currently located in the eastern fringe of Carson City. The subject is zoned PR (Public Regional). The subject is bordered on the north by single-family residences; on the south by Butti Way and Airport Road; on the west by vacant land; and on the east by vacant land and beyond that a pet cemetery. Across Butti Way are a number of Carson City Departmental offices including the Public Works Department and Corporate Yard, the Parks Department, the Nevada Humane Society and the Water Resources Reclamation Facility (sewer treatment plant). Across Airport Road is vacant land that is part of the Lompa Ranch and which is planned for eventual residential and support commercial development. A short distance south of the subject, Airport Road intersects with East Fifth Street and on the south side of this road is the Warm Springs Correctional Facility.

The following Appraisal Report was prepared in conformance with Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice. The attached report presents and summarizes the data, reasoning and analyses that were used in the appraisal process to develop the opinions of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use of the report, which is to assist the client in determining the Market Value of the subject property to support a sale of the subject by Carson City. As we have completed appraisals on a number of land properties in the Northern Nevada area, including properties such as the subject, we attest to having adequate geographic and technical competence to complete a competent appraisal of the subject.

This appraisal is based upon the following extraordinary assumption:

1. The subject is located in a transitional area of Carson City, with residential uses to the north and governmental offices, the City Yard and the sewer treatment plant to the south. The subject's shape is long and narrow and it abuts single-family residences to the north. Given these factors, the development potential of the subject is felt to be limited. It is assumed that rezoning the subject from PR to MFA (a zoning designation that would allow for development of the site with a for-rent or for-sale residential utilization) would be possible. As a result, the subject is being valued under the extraordinary assumption that this zone change would occur prior to its sale and that the subject site is zoned for multifamily residential development. The use of this assumption may have affected the assignment results.

This appraisal is based upon the following hypothetical condition:

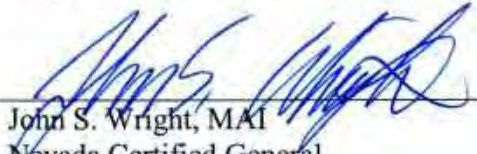
1. The subject property is currently a portion of a larger parcel of land that contains a total of 7.81± acres. However, prior to selling the subject, Carson City plans to parcel off the eastern 1.50± acres of the site. As a result, the subject property has been valued assuming that it is a legally existing 6.31± acres (274,864± square foot) parcel of land. As of the date of value the subject was not a legally existing parcel and so valuing the subject as though it is a legal parcel represents a hypothetical condition. As this condition is deemed reasonable for analysis purposes, it is permitted under USPAP. The use of this assumption may have affected the assignment results.

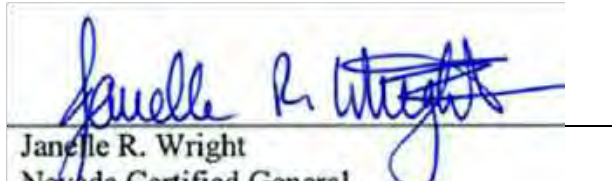
This appraisal is not based on any contingencies. Based upon a careful analysis of all the available data, the following value conclusion was derived for the subject property as of the March 27, 2019 effective date of value:

MARKET VALUE CONCLUSION

\$755,000

Respectfully submitted,



John S. Wright, MAI
Nevada Certified General
License Number A.0000191-CG

Janelle R. Wright
Nevada Certified General
License Number A.0006967-CG

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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

Property Name	The western 6.31± Acres of a 7.81± acre vacant parcel of land
Location	North side of Butti Way, at and east of the intersection of Butti Way and Airport Road, Carson City, Carson City County, Nevada.
Assessor's Parcel Number	Portion of 010-037-04
Address	3410 Butti Way, Carson City, Nevada 89701
Legal Description Entire 7.81± Acre Parcel	Parcel 1 of Record of Survey Map 2454, according to the map thereof, as filed for record in the office of the Carson City Recorder on May 30, 2002, in Book 9 of Maps, Page 2454, Document No. 278817, Official Records of Carson City, State of Nevada, Excepting therefrom the portion of said parcel set forth in the Dedication of Land for Public Right of Way Purposes, as filed in the office of the Carson City Recorder on March 1, 2019, as Document No. 492599, Official Records of Carson City, State of Nevada.
Subject Property	Not available, but it is assumed to be the western 6.31± acres of the 7.81± acre parcel.
Owner of Record	Carson City, a Municipal Corporation of the State of Nevada
Zoning Current Assumed for Valuation	PR (Public Regional) MFA (Multifamily Apartment)
Property Configuration	Irregular Rectangle
Land Areas Existing Parcel Part to be Retained by Carson City Portion being appraised	7.81± acres (340,204± square feet) <u>1.50± acres (65,340± square feet)</u> 6.31± acres (274,864± square feet)

Flood Zone

Community Panel Number 3200010111G
Effective Date December 22, 2016
Flood Zone Designation AE, Shaded and Unshaded Zone "X"
Flood Hazard Unshaded Zone "X" – Areas with a less than 0.2% annual chance of flooding
Shaded Zone "X" – Areas with a 0.2% annual chance of flooding
AE – Areas of 100-year flooding where base flood elevations have been derived. Only a very small portion of the subject site is in the AE floodplain and it is so small that it does not impact the value or development potential of the subject.

Topography

Level to gently sloping with slopes less than 5%

Unusual Seismic Hazards

None noted

ADA Considerations

Not applicable

Soils

The subject would appear to have soils typical for the area that would be adequate to support a variety of development.

Environmental Concerns

None noted

Utilities

All utilities are immediately available to the subject site.

Water Rights

The subject property has no appurtenant water rights.

Wetlands

None within the boundaries of the subject property.

Highest and Best Use

Development of the property with a for-rent or for-sale residential development.

Date of Report

May 8, 2019

Effective Date of Valuation

March 27, 2019

Type of Appraisal/Report

Appraisal Report

Values Analyzed

Market Value

Property Rights Appraised

Fee simple

Current Condition

The subject site is vacant, unimproved land.

Extraordinary Assumptions

- 1) The subject is located in a transitional area of Carson City, with residential uses to the north and governmental offices, the City Yard and the sewer treatment plant to the south. The subject’s shape is long and narrow and it abuts single-family residences to the north. Given these factors, the development potential of the subject is felt to be limited. It is assumed that rezoning the subject from PR to MFA (a zoning designation that would allow for development of the site with a for-rent or for-sale residential utilization) would be possible. As a result, the subject is being valued under the extraordinary assumption that this zone change would occur prior to its sale and that the subject site is zoned for multifamily residential development. The use of this assumption may have affected the assignment results.

Hypothetical Conditions

- 1) The subject property is currently a portion of a larger parcel of land that contains a total of 7.81± acres. However, prior to selling the subject, Carson City plans to parcel off the eastern 1.50± acres of the site. As a result, the subject property has been valued assuming that it is a legally existing 6.31± acres (274,864± square foot) parcel of land. As of the date of value the subject was not a legally existing parcel and so valuing the subject as though it is a legal parcel represents a hypothetical condition. As this condition is deemed reasonable for analysis purposes, it is permitted under USPAP. The use of this assumption may have affected the assignment results.

Contingencies

None

Valuation Summary

Cost Approach	Not applicable as the subject is vacant land.
Income Approach	Not applicable due to a lack of residential sites in the Carson City area that are for lease.
Sales Comparison Approach	\$755,000

MARKET VALUE CONCLUSION

\$755,000

EXPOSURE TIME

12-24 MONTHS

INTRODUCTION

Purpose of Appraisal

The following report addresses the values for the subject summarized below:

- Market Value

Client

Carson City

Intended User

Carson City, as well as its subsidiaries and advisors.

Intended Use of the Appraisal

This appraisal was prepared to assist the client with internal decision making and in negotiating a sale of the subject property. Any other use of this report without the prior written consent of the undersigned is prohibited.

Scope of Work

The following appraisal report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), and Nevada State Law. The following appraisal complies with Standards Rule 1 of USPAP, while the report complies with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP for an Appraisal Report. This appraisal report presents and summarizes the data, reasoning and analyses that were used in the appraisal process to develop the opinions of value. This report was prepared for the subject owner and cannot be used by a federally regulated bank for lending purposes and does not comply with FIRREA. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. Completion of the appraisal involved the following scope of work:

- 1) Review of information provided by the client to determine parameters and scope of the assignment.
- 2) Inspection of the subject property.
- 3) Review of background information and historical information on the subject property that was gathered from public records, as well as from our files on previous appraisals completed in the Carson City area.
- 4) Regional and sub-market data was collected to assess supply and demand factors impacting the subject.
- 5) Through analysis of social, economic, governmental and environmental factors, the highest and best use of the subject property was analyzed.

- 6) Based upon the highest and best use conclusion for the subject property, the following valuation analyses were conducted for each of the valuations required in this report.

Valuation Scenario	Cost	Income	Sales
Market Value "As-Is"	N/A	N/A	X

N/A = Not Applicable

- 7) Valuation of the subject property was based upon its highest and best use considering the Cost, the Income and the Sales Comparison Approaches to value. Since the subject site is vacant land, the Cost Approach is not applicable. Additionally, as properties in the Carson City area, which are similar to the subject property are not typically purchased for their rental income earning potential, there was insufficient data with which to develop a credible value indication for the subject by the Income Approach. Generally, when valuing vacant land, the Sales Comparison Approach is the most reliable indication of value as it directly reflects the motivations of buyers and sellers in the market. In many instances, a Sales Comparison Approach analysis is the only analysis for which there is sufficient data to develop a relevant value indication. In this instance, a Sales Comparison Approach was the only analysis for which there was sufficient data. As a result, only a Sales Comparison Approach has been utilized to value the subject.
- 8) In the Sales Comparison Approach, sales of similar vacant sites were analyzed and compared with the subject. The sales were gathered from Carson City records, MLS, MetroScan, Loopnet and/or Costar. They were compared with the subject property on a sale price per square foot of land area basis.
- 9) In completing this appraisal interviews were conducted with other property owners and real estate agents and brokers active in the Carson City area regarding current market dynamics and economics.
- 10) The appraisal report was written.

All of the sales data utilized in this report was verified with either the buyer, the seller, a real estate agent involved in the transaction, or through county records, if no other verification could be obtained. In completing this appraisal assignment, a comprehensive scope of work was employed utilizing all of the steps necessary to complete a credible appraisal of the subject property. The scope of work was not constrained by artificial means.

Market Value Defined

"Market Value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are

the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Fee Simple Market Value Defined

The Market Value of a property as affected by typical encumbrances such as easements and zoning ordinances. The subject property is valued assuming it to be free and clear of any mortgages and/or special assessments.

Fee Simple Estate Defined

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

Effective Date of Valuation March 27, 2019

Date of Report May 8, 2019

Property Rights Appraised

The subject property is appraised as held in fee simple ownership, affected by typical encumbrances such as easements and zoning ordinances. The subject property is valued assuming it to be free and clear of any mortgages or special assessments.

¹ Dictionary of Real Estate Appraisal, 6th Edition, Page 142, Appraisal Institute

Appraiser's Competency

As John S. Wright, MAI has been appraising commercial properties in the northern Nevada area for over 33 years, including vacant land properties in the immediate sub-market, he attests to having adequate competency to complete a credible appraisal of the subject. As Janelle R. Wright has been appraising commercial properties in the northern Nevada area for over 16 years, including vacant land properties in the Carson City area, she attests to having adequate competency to complete a credible appraisal of the subject.

Extraordinary Assumptions

An extraordinary assumption is defined as: "An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions."² In addition to the general assumptions and limiting conditions contained at the end of this report, this appraisal has been prepared subject to the following extraordinary assumptions:

1. The subject is located in a transitional area of Carson City, with residential uses to the north and governmental offices, the City Yard and the sewer treatment plant to the south. The subject's shape is long and narrow and it abuts single-family residences to the north. Given these factors, the development potential of the subject is felt to be limited. It is assumed that rezoning the subject from PR to MFA (a zoning designation that would allow for development of the site with a for-rent or for-sale residential utilization) would be possible. As a result, the subject is being valued under the extraordinary assumption that this zone change would occur prior to its sale and that the subject site is zoned for multifamily residential development. The use of this assumption may have affected the assignment results.

Hypothetical Conditions

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."³ This appraisal is based on the following hypothetical conditions.

1. The subject property is currently a portion of a larger parcel of land that contains a total of 7.81± acres. However, prior to selling the subject, Carson City plans to parcel off the eastern 1.50± acres of the site. As a result, the subject property has been valued assuming that it is a legally existing 6.31± acres (274,864± square foot) parcel of land. As of the date of value the subject was not a legally existing parcel and so valuing the subject as though it is a legal parcel represents a hypothetical condition. As this condition is deemed reasonable for analysis

² USPAP 2018-2019 Edition (c), Definitions; The Appraisal Foundation, page 4.

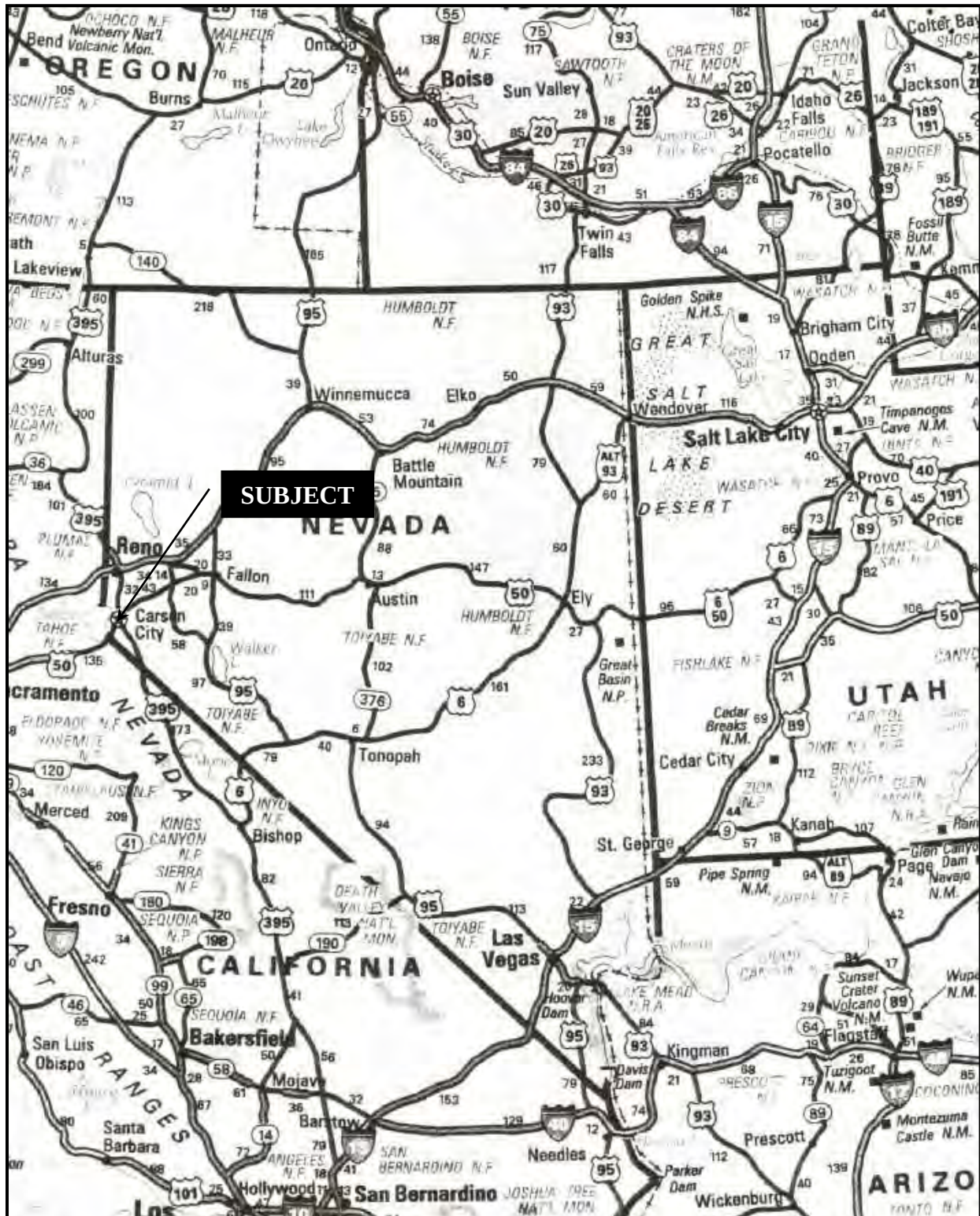
³ USPAP 2018-2019 Edition (c), Definitions; The Appraisal Foundation, page 4.

purposes, it is permitted under USPAP. The use of this assumption may have affected the assignment results.

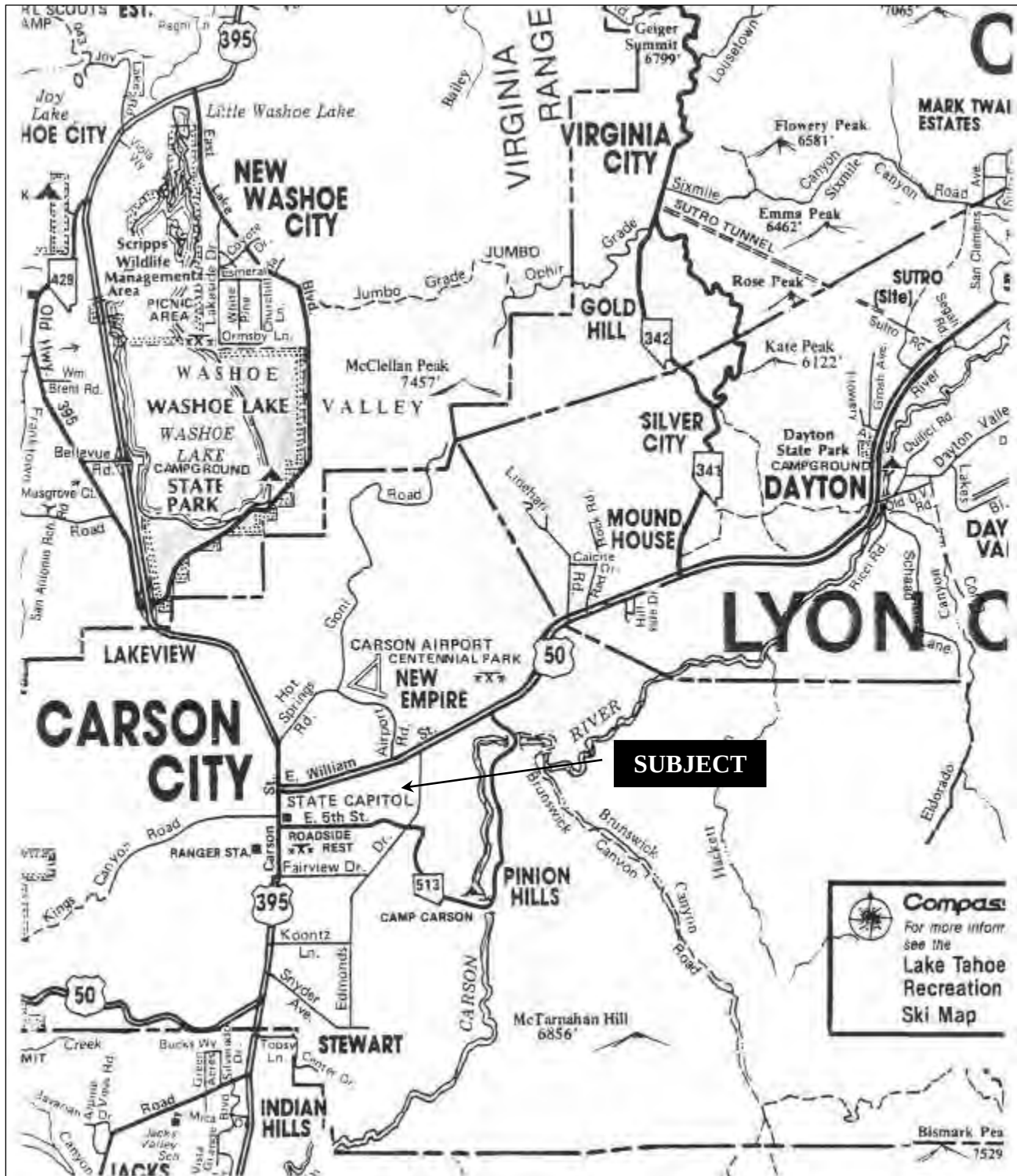
Contingencies

None

REGIONAL MAP



CARSON CITY AREA MAP



CARSON CITY AREA ANALYSIS

The subject property is located in Carson City, Nevada, a consolidated city/county municipal entity and the capital of Nevada. The State's senior executive, legislative, and judicial offices are clustered around the city core.

Carson City and its suburbs occupy Eagle Valley, a basin at the east foot of the Carson Range in western Nevada. The valley floor is approximately 4,500 feet in elevation. The climate is continental and semi-arid, with less than 10" annual precipitation and low prevailing relative humidity.

Population

Prior to 1960, Carson City (then Ormsby County) was a small county with an economy dominated by state government. The statewide population boom that began in the early 1960s and continues to the present has yielded significant regional population increase, as depicted below.

Regional Population, 1960 – 2018

Year	Carson City			Washoe County (Includes Reno & Sparks)			Regional	
	Population	% Increase		Population	% Increase		Population	% Increase
1960	8,063	N/A		84,743	N/A		92,806	N/A
1970	15,468	92%		121,068	43%		136,536	47%
1980	32,022	107%		193,623	60%		225,645	65%
1990	40,950	26%		257,120	33%		298,070	32%
2000	53,095	30%		333,566	30%		386,774	30%
2010	55,850	5%		417,379	25%		473,229	22%
2011	55,488	-0.65%		409,680	-1.84%		465,168	-1.70%
2012	55,441	-0.85%		427,704	4.40%		483,145	3.86%
2013	54,668	-1.39%		432,324	1.08%		486,992	0.80%
2014	53,969	-1.28%		436,797	1.03%		490,766	0.77%
2015	54,697	1.35%		444,008	1.65%		498,705	1.62%
2016	55,182	0.89%		448,316	0.97%		503,498	0.96%
2017	55,438	0.46%		451,923	0.80%		507,361	0.77%
2018	55,945	0.91%		456,038	0.90%		511,983	0.91%

Source: State of Nevada Demographer

Carson City's growth has been driven by a number of factors. The population of Nevada increased from roughly 500,000 in 1960 to just over 2.7 million in 2010. The corresponding growth in state government has increased Carson City's employment base.

Transportation

U.S. Highway 395 (I-580) is the major transportation corridor in Carson City. It links all three of northern Nevada's main population centers of Reno/Sparks, Carson City, and Minden/ Gardnerville. It is also the main commercial thoroughfare in Carson City. US Highway 395 (also known as Business Route 395) is the surface component of this roadway through Reno (aka Virginia Street) and through Carson City (aka Carson Street). The I-580 Freeway portion is a controlled access freeway that bypasses both city's downtowns, but has a number of interchanges in each city. The I-580 Freeway has been extended from the Nevada/California state line, north of Reno, southerly through Carson City to the intersection of US Highway 50 and South Carson Street (US Highway 395). West of this intersection US Highway continues westerly to Spooner Summit and Lake Tahoe. South of this intersection US Highway 395 continues south through Carson Valley and on to southern California. US Highway 395 and I-580 is the major roadway linking portions of Washington, Oregon, California and Nevada that are on the east side of the Sierra Nevada Mountains.

U.S. Highway 50 connects Carson City to Fernley and Fallon and points east. Its junction with U.S. 395 for eastbound traffic is in the center of town. It connects Carson City to Lake Tahoe, Sacramento, and the San Francisco Bay area to the west. Its westbound intersection with U.S. 395 is at the south end of town. Highway 50 is not a controlled-access freeway.

There is neither rail service nor commercial air service in Carson City. The nearest rail service is in Sparks, some 30 miles to the north. Reno-Tahoe International Airport in Reno provides scheduled airline service and airfreight.

Employment

Unlike Nevada in general, Carson City's employment is not dominated by tourism, or more precisely, hotel-casinos. Comparative Employment by Sector statistics are detailed in the following chart.

Occupation	Number of Employed
Management Occupations	1,760
Business and Financial Operations Occupations	2,030
Computer and Mathematical Occupations	740
Architecture and Engineering Occupations	700
Life, Physical, and Social Science Occupations	440
Community and Social Service Occupations	390
Legal Occupations	380
Education, Training, and Library Occupations	1,290
Arts, Design, Entertainment, Sports, and Media	190
Healthcare Practitioners and Technical Occupations	1,640
Healthcare Support Occupations	710
Protective Service Occupations	920
Food Preparation and Serving Related Occupations	2,370
Building and Grounds Cleaning and Maintenance Occu	760
Personal Care and Service Occupations	850
Sales and Related Occupations	2,410
Office and Administrative Support Occupations	4,880
Construction and Extraction Occupations	620
Installation, Maintenance, and Repair Occupations	1,030
Production Occupations	1,680
Transportation and Material Moving Occupations	950
TOTALS	26,740

As is evident, Carson City's employment is diversified, but is very dependent on state government for employment.

According to the State of Nevada Department of Employment, Training, and Rehabilitation, the total state unemployment as of May 2018 was 4.8%. Las Vegas' unemployment was 4.4%, while Reno unemployment was 3.33%. This compares with Carson City, which is reporting an unemployment rate as of May 2018 of 4.2%. The nationwide unemployment rate is estimated at 4.0%, while California's unemployment rate is estimated at 4.2%.

Income

Carson City ranks fifth in per capita personal income among Nevada's seventeen counties. According to the United States Census Bureau, as of December 2015, the reported figure for Carson City is \$26,127. In comparison, Washoe County reports a per capita personal income of \$28,757, and Clark County \$26,048. The state average is \$26,541.

Trade

This sector is active and growing. Recent additions to the retail sector include the new Super Wal-Mart, two Save Mart anchored retail centers, a Home Depot, a Target, and numerous smaller stores, restaurants, and fast food outlets. However, in 2002, the Super K Mart in North Carson closed as part of K Mart's bankruptcy reorganization. Walgreens, a national drugstore chain, chose a site on Highway 50 for a 13,905-square foot, free-standing retail store, and Rite Aid recently built a store downtown. A 100,000+ square foot Costco was completed in 2000 at the south end of Carson City at the southwest corner of U.S. Highway 50 and U.S. 395. The impact of this store is reflected in a noticeable increase in retail sales. Carson City is already a retail trade center for a large area of rural Nevada and eastern California. Growth in retail sales has been steady:

Carson City Retail Sales, 1995-2017

Year	Taxable Sales	Increase from Previous
1995	\$585,034,181	11.7%
1996	\$612,432,120	4.7%
1997	\$638,138,117	4.2%
1998	\$673,920,609	5.6%
1999	\$740,960,594	9.9%
2000	\$788,163,431	6.4%
2001	\$866,484,703	9.9%
2002	\$873,743,770	0.8%
2003	\$863,676,767	-1.2%
2004	\$925,500,050	7.2%
2005	\$979,049,456	5.8%
2006	\$1,021,210,529	4.3%
2007	\$991,893,429	-2.9%
2008	\$919,266,455	-7.32%
2009	\$761,379,338	-17.2%
2010	\$678,625,833	-10.9%
2011	\$735,161,302	8.3%
2012	\$756,078,488	2.9%
2013	\$779,297,546	3.1%
2014	\$804,368,288	3.2%
2015	\$892,529,769	10.96%
2016	\$961,716,995	7.75%
2017	\$1,055,090,538	9.71%
2018	\$1,144,376,853	8.46%

The reduction in taxable sales in Carson City for 2003 is felt to reflect the opening of the Super Wal-Mart, Home Depot and Target in the Indian Hills area south of Carson City. The decline since 2006 is felt to be the result of changing economic climate. Although there have been increases since 2011, which was a legislative year, the total taxable sales only increased above 2006 levels in 2017.

Retail

According to a Q2 2018 market survey of the Carson City retail market, completed by CoStar Group, the market-wide vacancy rate is 6.9%. This represents a major improvement from the 4th Quarter of 2013 when the vacancy rate was 19.5%. Vacancy rates had been remaining in the 19% -20% range since Q4 2010. The Carson City market has 4,178,206± square feet of commercial floor space. The average advertised asking rent as of Q2 2018 was \$1.04/sf/month. Even though the vacancies are slowly being absorbed, it is expected to take several more years before the retail market stabilizes.

Office

Carson City has 222 office buildings containing a total rentable building area of 2,439,682± square feet that were surveyed by Costar. The Q2 2018 vacancy rate, as reported by CoStar Group, is 9.6%. This vacancy rate is significantly lower than the market high vacancy rate of 22.2% reported in the Q1 of 2010. However, it has been stagnant for the last several years. According to the office survey, the average asking rental rate for Q2 2018 is \$1.14/sf/mo., which is down from \$1.17/sf/month in Q4 2013 but is still down from the market high of \$1.33/sf/month in the Q1 2010. Although vacancy rates are declining, it is anticipated to be several more years before the market stabilizes and vacancy rates drop to more normalized levels of 7.5%. Overall, the available data indicates that the there is an oversupply of office space in the Carson City area, but that the oversupply is slowly being absorbed.

Industry

Although the state of a Nevada as a whole is still heavily dependent upon gaming income, industrial development has played an increasingly prominent role in the economy of several northern Nevada counties. Large industrial projects first came to Reno/Sparks in the 1960s. Both cities today house extensive industrial sectors, most devoted to bulk distribution warehouses.

As industrial development has proceeded in Reno/Sparks, it has also brought attention to competing areas with lower land values. Carson City, Dayton, Fernley, and Douglas County have all seen modest to strong industrial growth in the last ten years. With the national slowdown in the industrial market in 2001, absorption rates in Carson City also declined.

Carson City's industrial district is in the northeast part of town, centered on the municipal airport. Unlike Reno/Sparks, which is largely oriented to warehouse/distribution centers, Carson's limited freeway access as well as its lack of air cargo and rail access make it better suited for light manufacturing than distribution. Small to mid-sized assembly plants and similar facilities dominate. Carson City also receives some benefit from nearby industrial centers in Lyon County, notably Mound House and Dayton. The former houses small start-up facilities in low-cost buildings; its main appeal is low cost. Dayton houses larger facilities from national or large regional industries.

Incubator office-warehouse units are concentrated both in the airport industrial area and in New Empire, a mixed industrial area at the east edge of Carson on Highway 50. The Shaheen Company of Carson City is the most prominent developer in this area, with the Shaheen North and Shaheen South Business Parks of East College Parkway south of the airport. These projects are typically tilt-up office warehouses with suites in increments of 2,500 feet. They have above average architectural amenities, good landscaping, and are well maintained.

Other incubator centers are scattered through the industrial district north of the airport as well. These include the Conestoga and Convair Commerce Centers, which are metal frame buildings with storefronts and roll-up doors.

The New Empire incubator district includes both tilt-up and metal buildings. Quality and rent levels are typical for the area, depending on building quality and condition.

According to the Q2 2018 market report prepared by CoStar Group, the Carson City Industrial Market contains 176 industrial buildings that have a combined total rentable area of 3,860,230± square feet. The market wide vacancy rate as of Q2 2018 is 7.4%, which is down from 14.8% in Q4 2013 and which represents a significant decrease from the market high of 21.6% in Q4 2011. The current vacancy rate indicates that the Carson City industrial market has finally stabilized after the crash of the late 2000's. The Carson City market still has approximately 600 acres of vacant land that is available for future industrial development.

The biggest economic news of 2014 was that northern Nevada beat out 5 other states in attracting Tesla Motors new lithium battery factory. The three-story factory is planned to have 15 million square feet of manufacturing space and at full production in 2018 is expected to employ 6,500± workers at an average wage of \$25.00 per hour. In total, the project is expected to create 22,000 direct and indirect jobs. Twenty-two thousand new jobs equate to approximately 10% of the region's workforce. Construction will involve approximately 3,000 people. Tesla's investment in the area is expected to have an economic impact to the region of \$100 billion over the next 20 years. The Tesla project is being constructed on a 100± acre site in the Tahoe-Reno Industrial Park, approximately 15 miles east of Reno and approximately 30 miles northeast of Carson Valley. Although this project is located a significant distance from Carson Valley, it is expected to impact the entire region. Not only will Tesla have a major impact on the region, but a number of satellite companies are also expected to need facilities to service Tesla.

The news of Tesla was followed in January 15, 2015 announcement by Switch that they would be constructing a 3 million square foot SUPERNAP data center campus on approximately 1,000 acres of land in TRIC. The anchor tenant for this facility will be eBay. Switch's business model is to provide rack storage space in highly secure data storage campuses. The tenants provide their own personnel to maintain their servers, so Switch provides the facility, including office space. A key component of Switch's expansion into Reno is the "Superloop", a fiber network that will kick off with a 500-mile route between Las Vegas and Reno. The Network will also extend from Las Vegas to Los Angeles and the Bay Area. According to Switch, this will place 50 million people within 14 milliseconds of data hosted at the SUPERNAPs in Reno and Las Vegas.

This conclusion was further bolstered by Google's April 17, 2017 announcement that they had acquired 1,210± acres of land in TRIC for a future campus. According to Google's Patrick Lenihan "Yes, we acquired the 1,210-acre property in Nevada last week with the intention of eventually turning the site into a data center, although we do not have immediate plans to develop the land at this time. And, no, I can confirm it has nothing to do with Tesla or autonomous vehicles."

On April 21, 2017, Mr. Lance Gilman, the sales agent for land in TRIC spoke at a luncheon for the Nevada Chapter of the Appraisal Institute. At that luncheon, Mr. Gilman indicated that since the Google

announcement he has received calls from more than 20 international companies, not requesting information on TRIC, but wanting to schedule a site visit to TRIC. He indicated that the Google announcement has generated far more interest in TRIC than was generated by the Tesla announcement or the Switch announcement.

Because of Tesla and the other companies looking to move to or expand in the area, employment is expected to increase in the region. According to the Economic Development Authority of Western Nevada, employment is expected to pass the peak pre-recession employment of 223,900 persons in 2016 and is expected to increase to 250,000 by 2019. Additionally, there once again are retirees moving from the Bay Area of California to the Reno-Sparks area due to the lack of a state income tax, the lack of an estate tax and the relatively low cost of housing. As a result of this projected growth, it is expected that northwestern Reno-Sparks area will require between 24,660 and 39,456 new residential units between 2015 and 2019. The majority of this demand will occur between 2015 and 2018. Although the majority of the new growth will occur in the Reno-Sparks area because these areas cannot accommodate all of this growth, some of it will be pushed outward to the tertiary markets, resulting in increasing real estate prices. This could lead to a bubble effect sometime in the next 3 to 5 years.

County Administration and Planning

Carson City has a growth control ordinance, intended to limit population growth. Its main mechanism is the limitation of new residential building permits. Permit allotments are set each year based on 2% to 3% annual population growth, using 2.4 persons per household for planning purposes. However, restraints on Carson City's growth have been market-related rather than regulatory. The ordinance was enacted in 1978, and since that time, the actual number of permits issued has been less than the total number available. Allotments include all dwelling units, whether single family or multi-family; the ordinance does not allocate permits by type. In 1989, the ordinance was amended to require payment of sewer and water hook-up fees *before* permits were issued; this eliminated the earlier practice by some developers of hoarding permits for future use.

Carson City Residential Building Permit History, 1989 to 2018

Year	Allotments Available	Allotments Used	Percent Used
1989	514	280	54%
1990	702	316	45%
1991	868	324	37%
1992	597	408	68%
1993	636	424	67%
1994	553	385	70%
1995	569	394	69%
1996	586	553	94%
1997	607	449	74%
1998	622	282	45%
1999	640	340	53%
2000	660	243	37%
2001	679	288	42%
2002	699	283	40%
2003	642	179	28%
2004	743	269	36%
2005	765	163	21%
2006	708	274	39%
2007	715	44	6%
2008	718	63	9%
2009	N/A	18	N/A
2010	N/A	31	N/A
2011	N/A	56	N/A
2012	N/A	48	N/A
2013	N/A	35	N/A
2014	N/A	37	N/A
2015	N/A	29	N/A
2016	640	197	30.78%
2017	640	170	26.56%
2018			

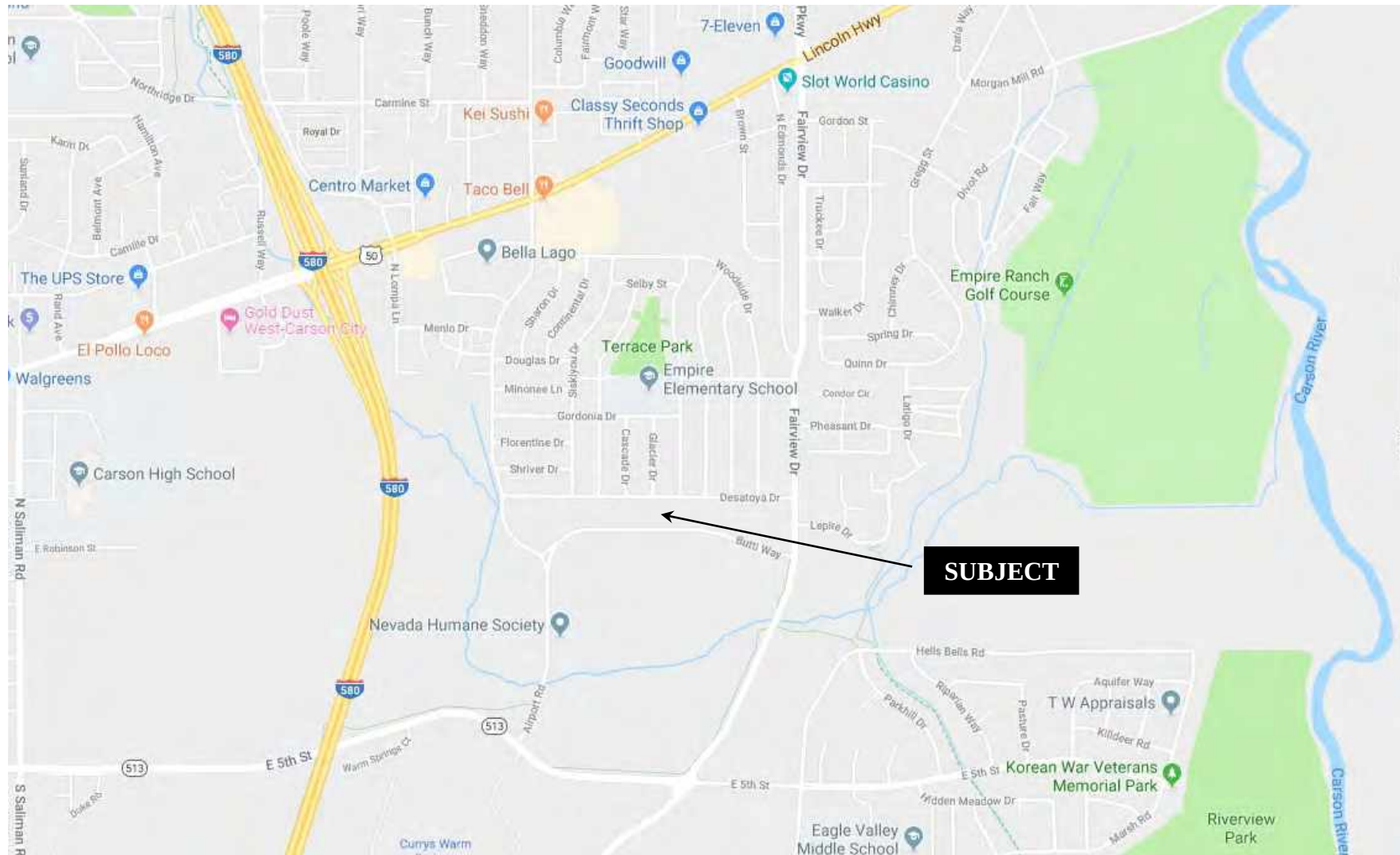
Although the allotment system was intended to constrain growth, the only time in the past 20 years that the allotments consumed approached the allotments available was in 1996. The size of the community and the economy appear to have kept growth below the regulatory limits. Additionally, a lack of developable land in Carson City with access to necessary infrastructure has also restricted development. As a result, development has moved to outlying areas, including Indian Hills/Johnson Lane in northern Carson Valley to the south, and Dayton to the east. It is anticipated that limited land availability will continue to be a primary constraint on new residential development for the foreseeable future. Additionally, as the unused allotments each year carry over to the following year, there is such a large pool of unused allotments that all of the projects approved for Carson City would not use even a quarter of the banked allotments and so the growth management ordinance does not place a real constraint on development.

According to the 2010 Census, there are 23,534 housing units in Carson City. Of these, 21,427, or 91.0% are occupied. Of the 2,107 units that are vacant, 1,216 are available for rent, while 329 are listed for sale. According to the census, 59.4% (21,427) of the housing units in Carson City are owner occupied and the average household size is 2.40 people per household. The average household size in the renter-occupied units is slightly larger at 2.42 people per household. According to Coldwell banker August 2011 survey of 97 properties containing more than 10 units, with a 92.04% response rate indicated an average vacancy rate of 11.43%. This represents a significant reduction over the 14.8% vacancy reported in June 2009.

Conclusion

Carson City's fundamental economic characteristics are favorable for continued growth. However, the real estate markets in Carson City are currently soft because of a lack of vacant land in Carson City. Significant positive growth is not expected in the Carson City market for the foreseeable future.

SUB-MARKET MAP



SUBMARKET DESCRIPTION

The subject property is located in the eastern portion of Carson City. The neighborhood boundaries are Highway 50 to the north, the I-580 Freeway to the west, East 5th Street to the south and Fairview Drive to the east. The intensity of development decreases as one moves north to south through the submarket.

The primary east-west roadway servicing the subject neighborhood is U. S. Highway 50 (aka East Williams Street). U.S. Highway 50 is a 4-lane, 2-way asphalt paved roadway that is not improved with curbs, gutters or sidewalks. Highway 50 provides access from the Sacramento area of California, through Lake Tahoe and through the heart of Carson City. To the east, U. S. Highway 50 connects Carson City with Mound House, Dayton, Fallon and eastern Nevada. In the subject neighborhood, U. S. Highway 50 experiences a relatively high traffic count of 22,000± vehicles per day.

The main north-south roadway through the subject neighborhood is the I-580 Freeway. The I-580 Freeway extends southerly from the Nevada/California border, north of Reno, southerly through Reno to southern Carson City, where it terminates at a signalized intersection with US Highway 395, which continues south through Gardnerville-Minden in Carson Valley. Across the intersection, the roadway continues as US Highway 50, which proceeds westward to Lake Tahoe and then on to Sacramento. In the subject submarket, the I-580 Freeway has a full interchange at US Highway 50.

Another major roadway through the subject submarket is North Deer Run Road/Mill Road/Arrowhead Drive. This roadway is a 2-way, 2-lane asphalt paved street, large portions of which are not improved with curbs, gutters or sidewalks. North Deer Run Road provides part of a loop extending southerly from Highway 50, crossing the Carson River and extending southerly to the large acreage home sites along the east bank of the river. South of the subject neighborhood, Deer Run Road intersects with Laurel Road, which intersects with Pinion Hills Drive, which intersects with Carson River Road and provides a second access point across the Carson River. Carson River Road then intersects with East 5th Street in southeastern Carson City.

North of U. S. Highway 50, North Deer Run Road is identified as Mills Road and Arrowhead Drive. This roadway extends along the south side of the Eagle Valley east and west golf courses, and extends through the industrial areas to the east and north of the Carson City Airport, eventually connecting with

North Carson Street in northern Carson City. As a result of North Deer Run Road/Mills Road/Arrowhead Drive and U. S. Highway 50, the subject neighborhood has good access to most portions of the Carson City area.

In addition to the major roadways, there are a number of collector streets and ancillary roadways in the subject neighborhood. The major streets that intersect with US Highway 50 and which have signalized intersections include Airport Road and East College Parkway/Fairview Drive. These roadways are generally 2-way, 2-lane asphalt paved streets that are improved with rolled concrete curbs and gutters but no sidewalks. At the present time, all of the roadways in the subject neighborhood appear to be in good repair.

The primary development in the subject neighborhood involves commercial and light industrial uses along U. S. Highway 50, with the uses transitioning to a mixture of single-family and multi-family residential uses in the central portion of the submarket. The southern portion of the submarket involves open ranch land, and civic uses.

The commercial uses along the US Highway 50 range from older single tenant commercial buildings to small neighborhood shopping centers. The commercial uses involve a mixture of multi-tenant and single tenant, owner occupied and leased structures. Uses range from used car lots to fast food chains to restaurants. The largest commercial developments in the sub-market are located on the northeast and southeast corners of US Highway 50 and Airport Road. On the northeast corner is a CVS Pharmacy. This 26,228± square foot building was constructed in 1998. An additional 11,189± square feet was added to the center in 2005 and is a multi-tenant retail strip. This center also has several pad sites, two of which have been improved with a Dairy Queen and Firehouse Subs restaurants.

On the southeast corner of this intersection is another neighborhood shopping center that is anchored by a 52,090± square foot Food Max grocery store and a Taco Bell fast food restaurant. Other restaurants in this center include Domino's Pizza and China Chef Buffet. This project was constructed in 1995 on a 6.05± acre site.

Other notable uses along US Highway 50 include a Golden Gate and an AM-PM near the I-580 Freeway interchange, Dollar General, Tires Plus, a Goodwill Store, Super Pawn and Classy Seconds Antique store. On the southwest corner of US Highway 50 and Fairview Drive is the Slot World Casino, while on the northwest corner is a 7-Eleven and on the northeast corner is a Maverik C-store. Both the 7-Eleven and the Maverik have gas facilities.

South of the properties that have frontage on or direct access to US Highway 50, the development transitions to a mixture of single-family and multifamily residential uses. The single-family residential uses are generally one- or two-story average quality homes on 6,000 to 9,000 square foot lots. Most of the homes were constructed in in the 1960's. The houses range in size between 930± square feet and 1,895± square feet. These houses have sold for between \$65,000 and 430,000, with an average sale price of \$228,033 and a median price of \$239,900.

This area also has approximately 859 dwelling units in triplexes and larger multifamily residential complexes, as well as some townhouses and condominiums. Furthermore, in the northeast corner of the neighborhood there are some mobile homes on residential lots. The residential development in the submarket appears to be of average quality construction and appears to be in average condition. In driving the submarket, few for-rent signs were noted. Although no formalized surveys of apartment projects are available for the subject market, it would appear as though vacancy rates are below 5%.

The southwestern portion of the submarket, north of Fifth Street, between the I-580 Freeway and Airport Road involves vacant irrigated pasture lands that are part of the Lompa Ranch. Portions of this property are in a floodplain, while other portions on the ranch are slated for eventual residential development with support commercial facilities.

The southeastern portion of the submarket, between Airport Road and Fairview Drive comprises approximately 101 acres of land that is improved with City and quasi-municipal uses. The northern 52 acres houses Carson City's Public Works Department and Corporate Yard, the Parks Department, the Nevada Humane Society and the transmission tower and facilities for KPTL. The southern 49.08± acres houses the Water Resource Reclamation facility (sewer treatment plant).

Further to the south, on the south side of 5th Street between Fairview Drive and Airport Road is the Warm Springs Correctional Center. This 16.98± acre site was originally improved in 1961 and it was the Nevada Woman's Correctional Center until September 1997, when it became a medium security Men's prison. It was converted to a minimum-security facility in 2003. In 2008, the facility was converted back to a medium security institution. The facility is budgeted for up to 532 inmates, who are housed in four housing units. The facility has two towers and is staffed by 125.5 employees.

The overall topography of the subject neighborhood is gently sloping down from northwest to southeast, toward the Carson River. Overall slopes are generally under 10% and as a result, most sites are considered to have adequate topography for development. There do not appear to be any soils conditions, earthquake hazards, environmental contamination, endangered species or other similar items which would adversely impact the development potential of properties in the neighborhood.

The overall character of the subject neighborhood is established with industrial uses dominating the northern portions of the neighborhood, residential uses in the central portion of the neighborhood and with a mixture of industrial and commercial uses along Highway 50. The overall character of the neighborhood is expected to remain stable for the foreseeable future.

SUBJECT PHOTOGRAPHS

VIEW LOOKING EAST ON BUTTI WAY FROM NEAR THE SOUTHEAST CORNER
OF THE SUBJECT'S LARGER PARCEL



VIEW LOOKING WEST ON BUTTI WAY FROM NEAR THE SOUTHEAST CORNER
OF THE SUBJECT'S LARGER PARCEL

SUBJECT PHOTOGRAPHS



VIEW LOOKING SOUTHEAST ON AIRPORT ROAD FROM NEAR
THE SOUTHWEST CORNER OF THE SUBJECT



VIEW LOOKING NORTHWEST ON AIRPORT ROAD FROM NEAR
THE SOUTHWEST CORNER OF THE SUBJECT

SUBJECT PHOTOGRAPHS

VIEW LOOKING WEST ACROSS THE SUBJECT'S LARGER PARCEL
FROM NEAR ITS SOUTHEAST CORNER



VIEW LOOKING NORTHWEST ACROSS THE SUBJECT'S LARGER PARCEL
FROM NEAR ITS SOUTHEAST CORNER

SUBJECT PHOTOGRAPHS

VIEW LOOKING NORTH ACROSS THE SUBJECT'S LARGER PARCEL
FROM NEAR ITS SOUTHEAST CORNER



VIEW LOOKING SOUTH ACROSS THE SUBJECT'S LARGER PARCEL
FROM NEAR ITS NORTHEAST CORNER

SUBJECT PHOTOGRAPHS

VIEW LOOKING SOUTHWEST ACROSS THE SUBJECT'S LARGER PARCEL
FROM NEAR ITS NORTHEAST CORNER



VIEW LOOKING WEST ACROSS THE SUBJECT'S LARGER PARCEL
FROM NEAR ITS NORTHEAST CORNER

SUBJECT PHOTOGRAPHS

VIEW LOOKING WESTERLY ACROSS STANDING WATER LOCATED ALONG THE
SUBJECT'S BUTTI WAY FRONTAGE ON THE WESTERN PORTION OF THE SITE



VIEW LOOKING NORTHWESTERLY ACROSS STANDING WATER LOCATED ALONG THE
SUBJECT'S BUTTI WAY FRONTAGE ON THE WESTERN PORTION OF THE SITE

SUBJECT PHOTOGRAPHS

VIEW LOOKING NORTHEASTERLY ACROSS STANDING WATER LOCATED ALONG THE
SUBJECT'S BUTTI WAY FRONTAGE ON THE WESTERN PORTION OF THE SITE



VIEW LOOKING NORTHEASTERLY ACROSS THE EXTREME SOUTHWESTERN PORTION OF
THE SUBJECT FROM NEAR ITS SOUTHWEST CORNER

SUBJECT PHOTOGRAPHS

VIEW LOOKING SOUTHEASTERLY ACROSS THE EXTREME SOUTHWESTERN PORTION OF
THE SUBJECT FROM NEAR ITS SOUTHWEST CORNER



VIEW LOOKING NORTHEASTERLY ACROSS THE SUBJECT SITE
FROM NEAR ITS SOUTHWEST CORNER

SUBJECT PHOTOGRAPHS

VIEW LOOKING EASTERLY ACROSS THE SUBJECT SITE
FROM NEAR ITS SOUTHWEST CORNER

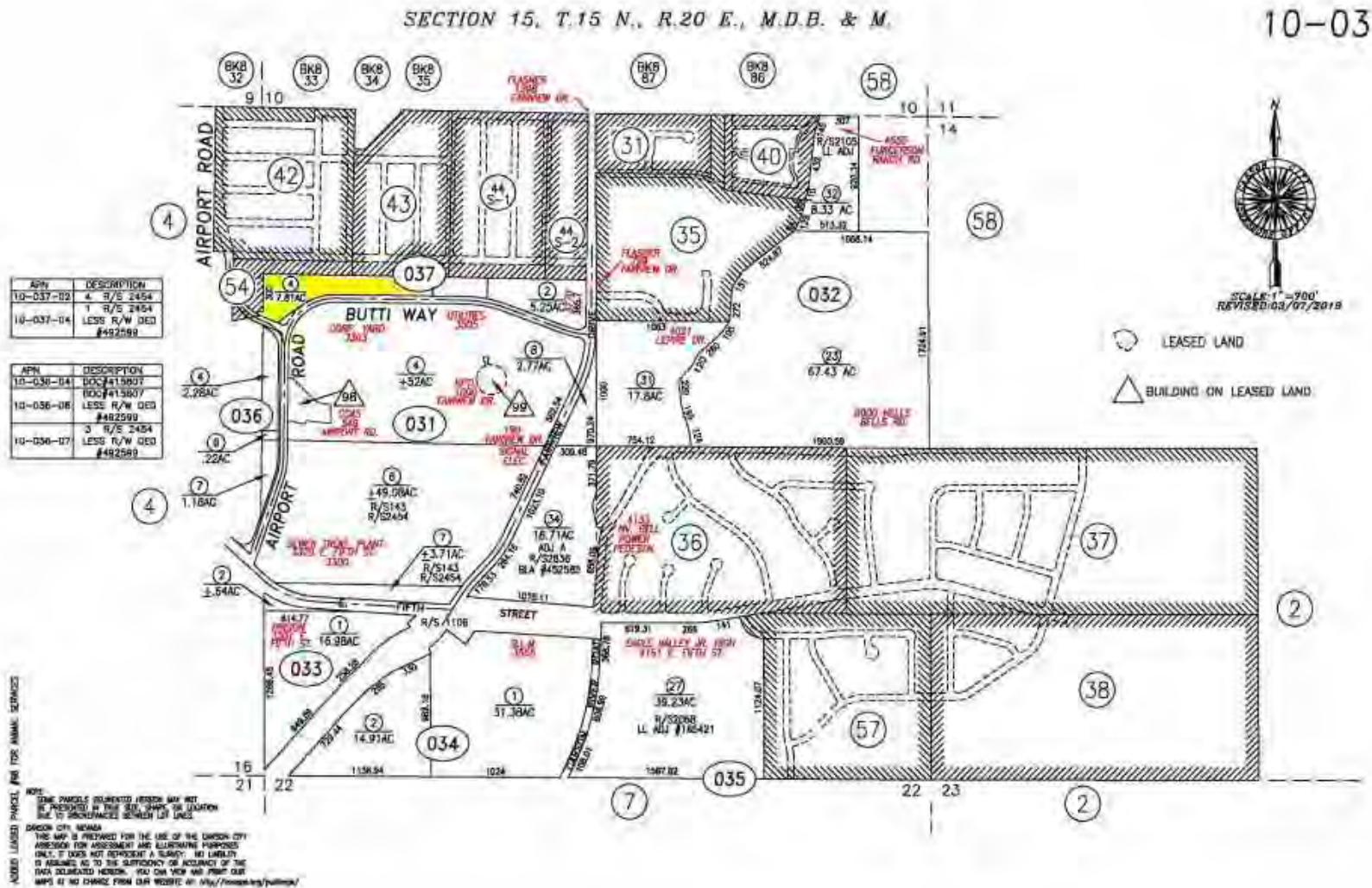
AERIAL OVERVIEW



AERIAL CLOSE-UP



SUBJECT PROPERTY PLOT PLAN PORTION OF A.P.N. 010-037-04



PROPERTY IDENTIFICATION AND SITE DESCRIPTION

Property Name	The western 6.31± Acres of a 7.81± acre vacant parcel of land
Location	North side of Butti Way, at and east of the intersection of Butti Way and Airport Road, Carson City, Carson City County, Nevada.
Assessor’s Parcel Number	Portion of 010-037-04
Address	3410 Butti Way, Carson City, Nevada 89701
Legal Description	Parcel 1 of Record of Survey Map 2454, according to the map thereof, as filed for record in the office of the Carson City Recorder on May 30, 2002, in Book 9 of Maps, Page 2454, Document No. 278817, Official Records of Carson City, State of Nevada,
	Excepting therefrom the portion of said parcel set forth in the Dedication of Land for Public Right of Way Purposes, as filed in the office of the Carson City Recorder on March 1, 2019, as Document No. 492599, Official Records of Carson City, State of Nevada.
Subject Property	Not available, but it is assumed to be the western 6.31± acres of the 7.81± acre parcel.
Owner of Record	Carson City, a Municipal Corporation of the State of Nevada
Property Configuration	Irregular Rectangle
Land Areas	
Existing Parcel	7.81± acres (340,204± square feet)
Part to be Retained by Carson City	<u>1.50± acres (65,340± square feet)</u>
Portion being appraised	6.31± acres (274,864± square feet)
Zoning	
Current	PR (Public Regional)
Assumed for Valuation	MFA (Multifamily Apartment)

The subject property is being valued under the extraordinary assumption that it has been rezoned to MFA (Multifamily Apartment) for multi-family development.

“The MFA district is intended to provide for the development of a variety of multifamily units such as duplexes, townhouses and high density apartments. The MFA district is consistent with the policies of the high density residential category of the master plan.” The primary permitted uses under the MFA designation includes multifamily dwelling, park, single family dwelling and two-family dwelling. Accessory permitted uses in the MFA district are: accessory structure, home occupation and recreation for individual or subdivision use. The following conditional uses are allowed under the MFA zoning with a special use permit: child care facility; church; congregate care housing/senior citizen home; municipal well facility; school k-12; temporary tract sales office; and utility substation. Overall, the MFA designation allows a variety of multifamily uses.

The MFA zoning has a minimum parcel size of 6,000 square feet and requires a 50’ minimum lot width. The front yard setback requirement is 10’ and the minimum side and rear-yard setbacks are 10’ and 20’, meaning that the building must either be placed at least 10’ and 20’ from the property line, respectively. All portions of a structure that exceed 20’ in height must be a minimum of 20’ from the rear property line. Overall, the subject meets the minimum size and width requirements under the zoning.

Project Approvals

The subject property currently has no approvals for development.

Topography

The subject property involves level to gently sloping topography, with any slope being under 5%. Overall, the subject is considered to have adequate topography for development.

Easements, Encumbrances and Other Restrictions

A preliminary title report for the subject prepared by Ticor Title of Nevada, which is dated January 18, 2019 was provided to the undersigned in conjunction with the preparation of this appraisal. This title report lists 25 exclusions to the fee simple ownership of the subject. Set out following is a summary of the exclusions and our conclusion regarding their impact on the subject.

Title Exception	Document No.	Date	Exception Description	Impact on Value
1	N/A	N/A	(a) Taxes or assessments that 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 that 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.	To the best knowledge of the undersigned, there are no such items impacting the subject and so no additional consideration will be given to Item 1
2	N/A	N/A	Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.	To the best knowledge of the undersigned, there are no such items and so in the following analysis, no additional consideration will be given to Item 2
3	N/A	N/A	Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.	To the best knowledge of the undersigned, there are no such items and so in the following analysis, no additional consideration will be given to Item 3
4	N/A	N/A	Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.	To the best knowledge of the undersigned, there are no such items and so in the following analysis, no additional consideration will be given to Item 4
5	N/A	N/A	(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.	To the best knowledge of the undersigned, the subject is not encumbered by Unpatented mining claims, unusual exceptions or reservations in the original land patents or any water rights. Therefore, Item 5 is not felt to impact the Market Value of the subject.
6	N/A	N/A	Any lien or right to lien for services, labor or material not shown in the Public Records.	As the subject is vacant land, I would not expect any liens would be files against the subject and so Item 6 is not felt to impact the Market Value of the subject.
7	N/A	N/A	The herein described property is tax exempt.	The subject is exempt from taxes because it is owned by Carson City. Upon sale the subject would be taxed in a similar fashion as other privately-owned land and so this item is not felt to impact the value of the subject to a greater degree than is typical in the market.
8	N/A	N/A	The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.	Because the subject is vacant land, I would not expect any supplemental taxes to be owing against the subject.
9	N/A	N/A	Any liens, charges or assessments levied by the Carson City water, sanitary sewer and storm water utility district by reason that the Land is located within said district. To verify payment, delinquencies or liens, contact Carson City Utilities at (775) 887-2355.	Because the subject is owned by Carson City, there are no liens on the property from this source.

BUTTI WAY PARCEL

CARSON CITY

Title Exception	Document No.	Date	Exception Description	Impact on Value
10	N/A	N/A	Rights of way for any existing roads and alleys, trails, canals, ditches, flumes, conduits, pipes, poles or transmission lines on, under, over, through or across the Land.	Our inspection of the subject did not reveal any of these items crossing the subject and so in the following analysis, no additional consideration will be given to Item 10.
11	278817	5/30/2002	Easement(s) and rights incidental thereto as delineated or as offered for dedication on Record of Survey Map 2454	Our review of this map does not indicate any items other than Items 16 and 18 set forth later on the Preliminary Title Report. This appraisal considers this map, which is referenced in the legal description for the subject.
12	79393	5/17/1978	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Sierra Pacific Power Company, a Nevada Corporation and Bell Telephone Company Purpose: construct, operate and maintain electric and communication underground facilities The Exhibit "A" describing the location of the easement was not recorded as an attachment to the hereinabove document.	Because Exhibit A was not recorded with the document, we cannot ascertain if this item actually impacts the subject. As the recorded maps do not show this easement, the subject has been valued assuming that it is not impacted by this item.
13	38371	8/16/1985	Terms, provisions and conditions as contained in an instrument Entitled: Stanton Park Development-Phase 1 Agreement Executed by: Stanton Park Development, Inc., a Nevada Corporation, Edd P. Furgerson, Dwight C. Millard and Carson City, Nevada, a municipal corporation	A review of this item does not indicate that it impacts the subject. Because the other party to this agreement was Carson City, they could modify the agreement if it was detrimental to the subject. As a result, no further consideration will be given to Item 13
14	247196	4/11/2000	A lease with certain terms, covenants, conditions and provisions set forth therein. Lessor: Consolidated Municipality of Carson City, Nevada Lessee: M.B. Broadcasting Corporation, a Nevada corporation, doing business as Radio Station KPTL	The legal description for this lease indicates an area to the south of the subject on APN 10-031-04 and this is where the assessor's map shows KPTL to be located as a result, Item 14 is not felt to impact the subject.
15	276885	4/19/2002	Dedication of land for right-of-way for Butti Way and Airport Road	This item made Butti Way in front of the subject a public street, which would allow for development of the subject. The subject has been valued considering that Butti Way is a public street and so this appraisal considers the impact of Item 15

BUTTI WAY PARCEL

CARSON CITY

Title Exception	Document No.	Date	Exception Description	Impact on Value
16	276888	4/19/2001	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Carson City, a Political Subdivision of the State of Nevada Purpose: sewer and drainage	Item 16 encumbers a 6,503± square foot swath of land near the center of the subject with a drainage and sewer easement. Considering the size of the subject and the small size of the easement, it is the undersigned's opinion that while this item may have an effect on the flexibility of designing a project on the subject site, it does not have an impact on the value of the subject. The subject property has been valued considering the impact of Item 16
17	276889	4/19/2002	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Carson City, a Political Subdivision of the State of Nevada Purpose: sewer, reclaimed water and water easement	Item 17 impacts a portion of APN 10-031-04, but it does not impact the subject. Therefore, in the following analysis, no additional consideration has been given to Item 17.
18	276890	4/19/2002	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Carson City, a Political Subdivision of the State of Nevada Purpose: drainage	This item encumbers 24,061± sf on the western portion of the subject with a drainage easement. The impact of this easement is considered in the valuation of the subject.
19	276891	4/16/2002	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Carson City, a Political Subdivision of the State of Nevada Purpose: pedestrian	Item 19 encumbers the southern 8' of the subject with a pedestrian easement. With development of the subject, I would anticipate that Carson City would require that Butti Way be upgraded with curbs, gutters and sidewalks, which would include most of the easement area. As the easement is only 8' wide, which is within typical building setbacks, it is the undersigned's opinion that Item 19 does not have a measurable impact on the value of the subject.
20	279302	6/11/2002	Terms, provisions and conditions as contained in an instrument Entitled: Ordinance	This Ordinance changed the zoning on the subject to PR (Public Regional). Because the subject is being valued under the Extraordinary Condition that it would be rezoned MFA, Item 20 is only felt to impact the subject to the extent of the cost to rezone the property.

BUTTI WAY PARCEL

CARSON CITY

Title Exception	Document No.	Date	Exception Description	Impact on Value
21	325917	10/1/2004	A lease with certain terms, covenants, conditions and provisions set forth therein. Lessor: Consolidated Municipality of Carson City, Nevada Lessee: M.B. Broadcasting Corporation, a Nevada corporation	Item 21 addresses a revision of the lease addressed as Item 14. As noted in the discussion of Item 14, this lease is on the property to the south of the subject and so in the following analysis, no additional consideration will be given to Item 21
22	366345	4/6/2007	A lease with certain terms, covenants, conditions and provisions set forth therein. Lessor: Carson City Lessee: Nevada Rural Counties RSVP Program, Inc., a non-profit Nevada Corporation	A review of this lease indicates that it encumbers land to the south of the subject on the south side of Butti Way and so in the following analysis no additional consideration will be given to Item 22
23	429214	12/14/2012	Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Record of Survey	A review of this map does not indicate any items that impact the subject. As a result, in the following analysis, no additional consideration will be given to Item 23
24	N/A	N/A	Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.	This item is not an encumbrance on the subject, but rather a disclosure of a void of data. As the subject is being valued as unencumbered by any existing debt, by definition, Item 24 would not impact the value or development potential of the subject.
25	N/A	N/A	Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said Land.	The subject appears to be vacant land and there do not appear to be any parties in possession other than Carson City. As a result, in the following analysis, no additional consideration will be given to Item 25.

In summary, the only exceptions set forth on the Preliminary Title Report that are felt to have any potential impact on the subject are the three easements encumbering various portions of the subject. The pedestrian easement is not felt to impact the value of the subject because it is within normal building setbacks. The Drainage & Sewer Easement that bisects the central portion of the subject site only encumbers 6,503± square feet of the subject. Because of its small size, while it is felt to impact the flexibility of the design of the subject, it is not felt to impact the value of the subject.

Item 18, which is a Drainage Easement that encumbers the extreme western portion of the subject and then runs in an easterly direction for 256.70 feet along the subject's Butti Way frontage, encumbers 24,061± square feet, or 8.75% of the subject site and is felt to be larger enough that it has a minor negative impact on the value of the subject. Maps delineating these easements are contained at the end of this section of the report.

In completing this appraisal, we did perform an on-site inspection of the subject with the due diligence expected of a professional real estate appraiser. The inspection did not reveal overt signs of any other easements encumbering the subject. Furthermore, no encroachments were noted. As a result, the subject property has been valued as though it is not negatively impacted by easements, encumbrances or other restrictions, other than Item 18.

Flood Zone

Community Panel Number	3200010111G
Effective Date	December 22, 2016
Flood Zone Designation	AE, Shaded and Unshaded Zone "X"
Flood Hazard	Unshaded Zone "X" – Areas with a less than 0.2% annual chance of flooding annually Shaded Zone "X" – Areas with a 0.2% annual chance of flooding annually AE – Areas of 100-year flooding where base flood elevations have been derived.

The vast majority of the subject property is located in a Shaded Zone "X" or an Unshaded Zone "X". Federal flood insurance is not required in an Flood Zone X. Only a very small portion of the subject site is in the AE floodplain and the area so designated is so small (probably well under 100 square feet) that the flood zone designation does not impact the value or development potential of the

subject. As a result, in the following analysis, the subject has been analyzed assuming that it is not impacted by flood hazards.

Earthquake Zone

Geotechnical Report Provided	No
Report Reviewed	N/A
Items general in nature	N/A
Any items of concern	None
Any items impact value	None
Any items impact development potential	None

A geotechnical investigation of the subject property was not available to the undersigned. However, the subject is located in an area which has seen extensive development, with residential structures to the north as well as municipal industrial and office buildings to the south. As a result, it is the undersigned's opinion that the subject property would not be adversely impacted by earthquake hazards to a greater degree than is typical for the area.

Soils

	Yes	No	N/A
Geotechnical Report Provided		X	
Report Reviewed			X
Items general in nature			X
Any items of concern		X	
Any items impact value		X	
Any items impact development potential		X	

A geotechnical investigation of the subject property was not available to the undersigned. However, the subject is located in an area which has seen extensive development. These structures were reportedly constructed without incurring unusually high site development costs as a result of adverse soils conditions. As a result, it is the undersigned's opinion that the subject property would not be adversely impacted by adverse soils to a greater degree than is typical for the area.

Vegetation

As is noted by the subject photographs presented earlier, the subject has minimal vegetation. This vegetation consists of sagebrush and other hydrophobic vegetation. To the best knowledge of the undersigned there are no endangered species of plant life on the subject site.

Archeological Resources

There are no known archeologically significant sites on the subject property. As a result, the subject property should not be negatively impacted by archeological resources.

Wetlands

There are no previously identified wetlands on the subject site. Therefore, wetlands are not felt to be an issue in valuing the subject property.

Environmental Contamination

	Yes	No	N/A
Phase 1 Assessment Provided		X	
Report Reviewed			X
Items general in nature			X
Physical Inspection of site	X		
Any items of concern		X	
Any items impact value		X	
Any items impact development potential		X	

A Phase I environmental assessment of the subject property was not provided. A visual inspection of the property did not reveal any overt signs of environmental contamination such as distressed vegetation, soil staining or noxious odors. As a result, it is anticipated that the subject property would not be impacted by soils contamination.

The reader is strongly cautioned that the undersigned are not experts at identifying environmental contamination. As a result, we would recommend that any potential purchaser of, or lender on the subject property retain the services of a competent engineer to complete a thorough environmental assessment of the site. As there are no overt signs of environmental contamination on the subject, the subject property has been valued as though it is not adversely impacted by environmental hazards.

Roadway Frontages and Access

The subject has frontage on Butti Way along its entire southeast property line. The subject also has some frontage on Airport Road along its southwest property line. In the immediate vicinity of the subject, Butti Way is a 2-way/2-lane asphalt paved roadway that is improved with concrete curbs, gutters and sidewalks on the south side of the street only. On the north side of the street, which is the subject side, there are no curbs, gutters or sidewalks. In the vicinity of the subject, Airport Road is a 2-way/2-lane asphalt paved roadway that is improved with concrete curbs, gutters and sidewalks on the northeast side, the subject side, of the street only. On the southwest side of the street there are concrete curbs and gutters but no sidewalks.

Butti Way extends westerly from Fairview Drive, by the subject, intersects with Airport Road and then turns south before terminating at East Fifth Street, west of Fairview Drive. Fairview Drive continues south providing access to southeast Carson City, while Fifth Street continues west to the Capital Complex. Both Fairview Drive, east of the subject and Airport Road extend northerly to US Highway 50. Overall, the subject property would appear to have adequate access to support development.

Utilities

At the present time, all necessary utility lines have been extended to the subject site and existing lines appear to be of sufficient size to service the subject property. Set out following is a summary of the individual purveyors for the utility services to the subject property.

<u>Utility Service</u>	<u>Provider</u>
Electricity	NV Energy
Water	Carson City
Natural Gas	NV Energy
Sewer	Carson City
Telephone	AT&T
Waste Disposal	Waste Management of Nevada
Cable Television	Charter Communications

Water Rights

To the best knowledge of the undersigned, there are no water rights appurtenant to the subject property. However, the subject does have the right to water service.

Public Services

The subject property has access to all public services. Fire and police protection are provided by Carson City. Mass transportation in Carson City is provided by Jump Around Carson (JAC), which operates three basic bus routes. Route 2, which has a clockwise route (2A) and a counter clockwise route (2B), which services the northeast portion of the city provides bus service on Desatoya Drive, one block north of the subject. Overall, the subject is considered to have good access to all available public services.

Improvements

The subject site is currently vacant and unimproved. The reader is referred to the pictures contained previously in this report for the current condition of the subject property.

Surrounding Development

The subject is bordered on the north by single-family residences; on the south by Butti Way and Airport Road; on the west by vacant land; and on the east by vacant land and beyond that a pet cemetery. Across Butti Way are a number of Carson City Departmental offices including the Public Works Department and Corporate Yard, the Parks Department, the Nevada Humane Society and the Water Resources Reclamation Facility (sewer treatment plant). Across Airport Road is vacant land that is part of the Lompa Ranch and which is planned for eventual residential and support commercial development. A short distance south of the subject, Airport Road intersects with East Fifth Street and on the south side of this road is the Warm Springs Correctional Facility. The uses surrounding the subject are not felt to adversely impact the value of the subject.

Subject Sales History

According to the Carson City Assessor's Office, there have been no sales of the subject in the three years prior to the effective date of value of this report. Reportedly, the subject property is not currently listed for sale on the open market and there have not been any recent offers received to purchase the subject.

Tax Data

Assessor's Parcel Number	010-037-03
2018-2019 Assessed Values	
Land	\$100,170
Improvements	\$ 0
Total 2018-2019 Assessed Values	\$100,170
2018-2019 Tax Rate	3.5700
Calculated 2018-2019 Taxes	\$3,576.07
Actual 2018-2019 Taxes	\$0

Because the subject is owned by the Carson City, it is exempt from real estate taxes. Under Nevada State law, the assessor's office estimates the taxable value of land through recent sales of similar sites. The taxable value of improvements is based upon their replacement cost new as referenced through Marshall Valuation Service, with straight-line depreciation deducted at 1.5% per year. A 35% assessment ratio is then applied to the taxable value to derive the assessed value. The tax rate is then applied to the assessed value to derive the taxes. Under Nevada State law, equalization is not an issue. In other words, two identical properties may have different assessed values and the one with the higher assessed value has no standing to appeal their taxes based strictly on this fact.

Although the assessor's office does not utilize Income or Sales Comparison Approach analyses for improved properties, under Nevada State law, the taxable value of a project cannot exceed its fee simple Market Value. Additionally, unlike many states, in Nevada, the sale of a property does not trigger a reappraisal. Properties are reappraised on a 5-year fixed schedule. In intervening years, taxable values are adjusted utilizing county-wide adjustment ratios derived by the state. Additionally, under Nevada Statutes, the maximum tax rate is \$3.75 per \$100 assessed value.

Utilizing a 35% assessment ratio, the assessor's estimate of the taxable value of the subject ownership is indicated to be \$286,200. Based on the valuation analyses contained later in this report, the taxable value of the subject is a low indicator of its market value.

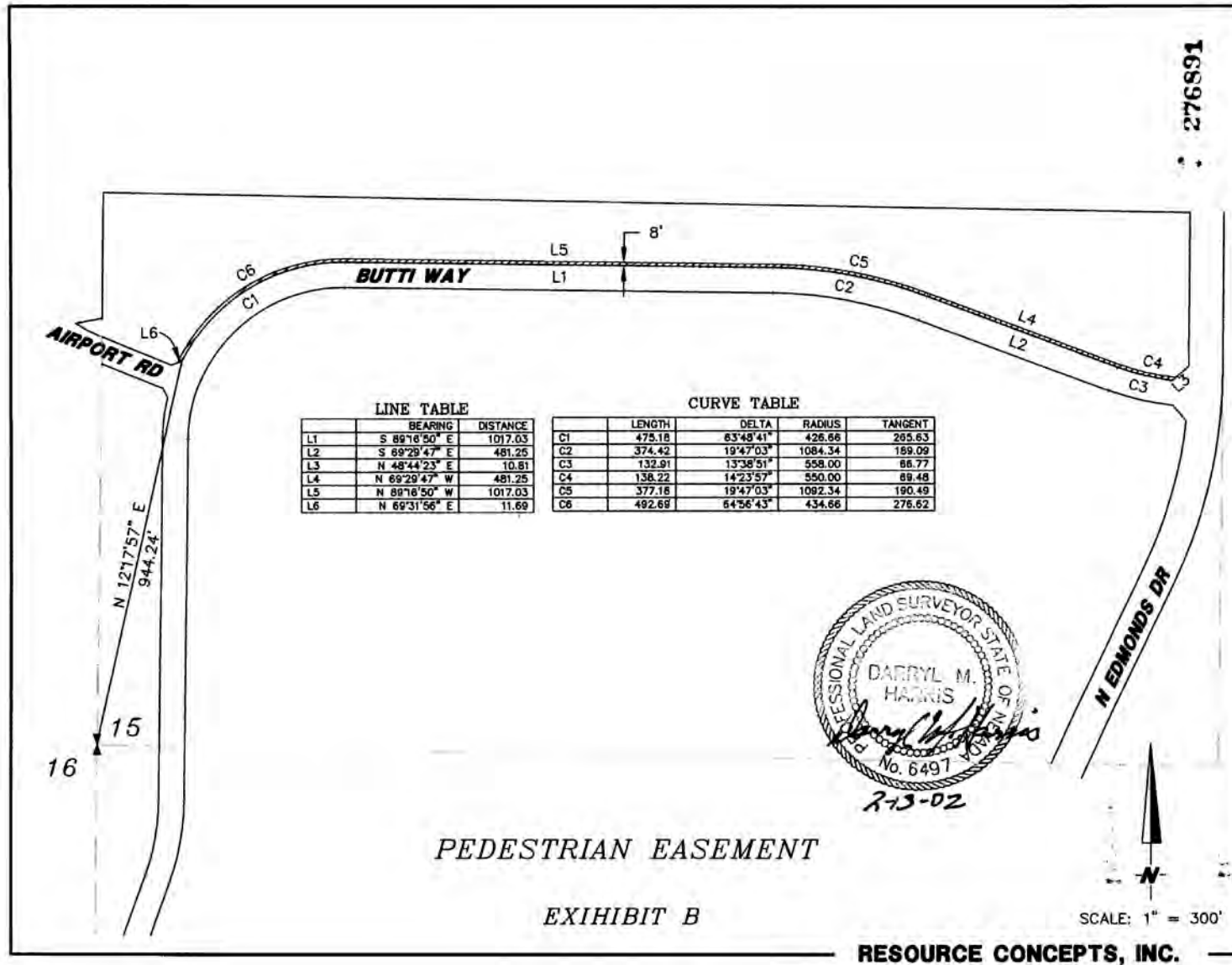
Special Assessments

According to the Carson City Treasurer's office, there are no special assessments owing against the subject ownership.

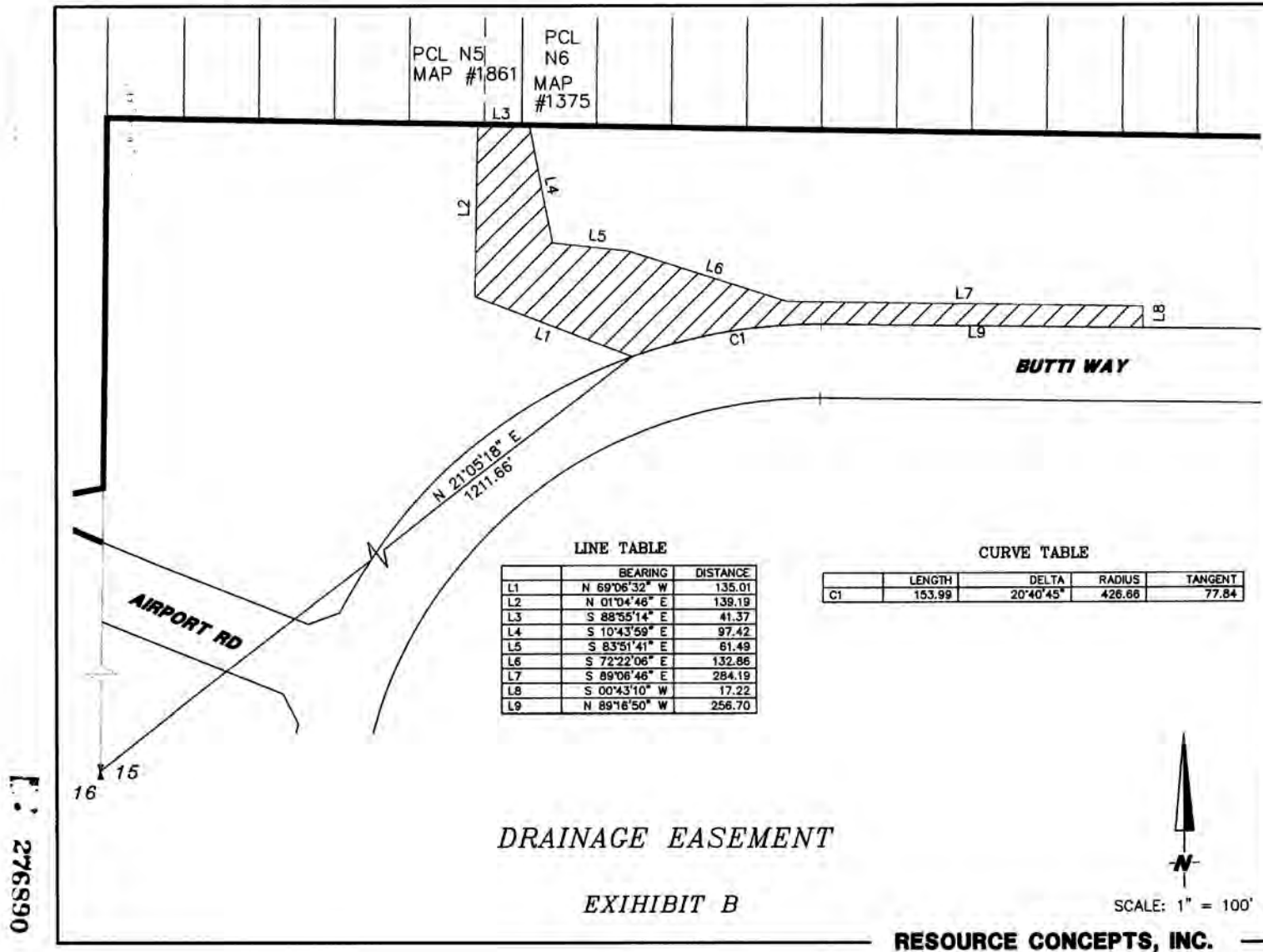
Summary and Conclusion

The subject property comprises an irregular rectangle-shaped site containing 6.31± acres (274,864± square feet) of land area. The subject property is located in a transitional area of eastern Carson City with public and industrial uses to the south and residential uses to the north. The subject property enjoys frontage on Butti Way along its entire southeastern property line as well as frontage on Airport Road along its southwest property line. The subject is felt to have adequate topography for development. The subject site is currently vacant and unimproved. There do not appear to be any soils conditions, earthquake hazards, environmental contamination, wetlands or other factors adversely impacting the value or development potential of the subject property, other than the fact that the western 24,061± square feet of the site are encumbered by a drainage easement. For a clearer depiction of the subject, the reader is referred to the maps, photographs and other exhibits contained elsewhere in this report.

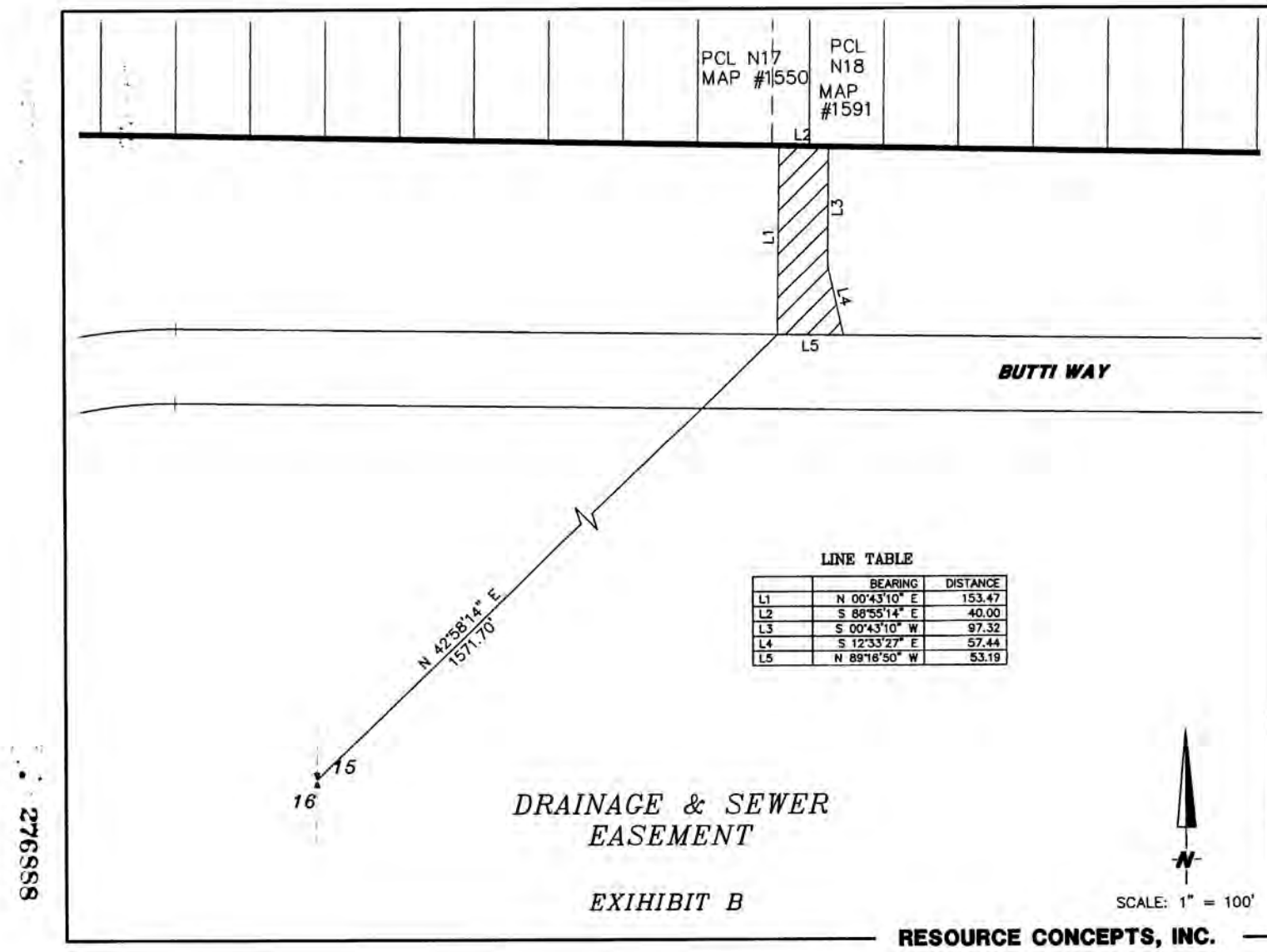
PEDESTRIAN EASEMENT MAP



DRAINAGE EASEMENT MAP



DRAINAGE & SEWER EASEMENT MAP



PROPOSED NEW LAND AREA MAP FOR SUBJECT PARCEL



HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined as that reasonable and probable use that will support the highest present value, as of the effective date of valuation. Implicit in this definition is that the highest and best use must be legally permissible, physically possible, financially feasible and maximally productive.

Legally Permissible

In order for any utilization of a property to represent its highest and best use, it must be legally permissible. Areas of legal permissibility that must be addressed include zoning or master plan designation, easements, deed restrictions or other similar encumbrances.

As noted previously, the subject property is currently zoned PR (Public Regional). However, this report is being prepared based upon the extraordinary assumption that prior to its sale the subject will be rezoned to MFA which would for multifamily residential development. As a result the subject property will be valued as though zoned MFA. In discussions with the client, it was indicated that the possibility of a zone change on the subject (to something other than residential development) would be remote. As the MFA zoning would allow for duplexes, townhouses and high-density apartments options, it is anticipated that a typical purchaser analyzing the subject would anticipate that the property would be developed under this zoning.

We are not aware of any deed restrictions, or easements encumbering the subject site, that would affect the development potential of the property. Furthermore, our inspection of the subject did not reveal overt signs of any encroachments onto the subject site. Overall, the only legal constraint on the development of the property is felt to be its concluded most probable rezoning. This zoning would allow for a variety multifamily residential utilizations.

Physically Possible

In order for any utilization to represent the highest and best use of a property, it must be physically possible. In other words, the use must be able to be constructed on the subject site. As noted previously, the subject property, as defined in this report, contains 6.31± acres (274,864± square feet) of land area. The majority of the subject site is long and narrow in shape which would somewhat limits its development potential. However, the subject site would appear to be of larger than typical size for the

sub-market and even with its configuration it is still felt to have significant development potential. With development of the subject, we would anticipate that Carson City would require the developer of the subject install concrete curbs, gutters and sidewalks along the Butti Way frontage. This would require installation of approximately 2,500 feet of curbs, gutters and sidewalks, which is more than would be required on a site with a more regular shape.

Additionally, approximately 24,061± square feet (8.75%) of the subject site is encumbered by a drainage easement, which is felt to have a minor impact on the value of the subject. The subject would appear to have adequate soils for development and there do not appear to be any earthquake hazards, floodplains, access issues, environmental contamination or other similar factors which would adversely impact the value or development potential of the subject. Overall, with the exception of parcel size, the drainage easement and the long narrow configuration of the site, there do not appear to be any significant physical constraints on development of the subject property.

Financially Feasible

In order for any utilization to represent the highest and best use of a property, it must be financially feasible. In other words, there must be adequate demand at appropriate prices to support the proposed utilizations.

The subject is being valued as though it were zoned MFA which allows for a variety of multi-family residential uses. The subject is located in a mixed-use area and the subject would serve as a transition between the detached single-family residences to the north and the municipal office and industrial uses to the south. The subject, which is located on the north side of Butti Way, is bordered on the north by single-family residences; on the south by Butti Way and Airport Road; on the west by vacant land; and on the east by vacant land and beyond that a pet cemetery. Across Butti Way are a number of Carson City Departmental offices including the Public Works Department and Corporate Yard, the Parks Department, the Nevada Humane Society and the Water Resources Reclamation Facility (sewer treatment plant). Across Airport Road is vacant land that is part of the Lompa Ranch and which is planned for eventual residential and support commercial development. A short distance south of the subject, Airport Road intersects with East Fifth Street and on the south side of this road is the Warm Springs Correctional Facility.

Because of rapid employment growth as a result of Tesla and other businesses moving to the area, apartment complexes in the communities of northwestern Nevada are currently experiencing very low vacancy rates and rental rates are increasing faster than inflation. According to a Costar 1st Quarter 2019 apartment overview for the Carson City market, the average vacancy rate is only 2.80%. This compares with the historic average of 5.8%. The average rental rate for newer, better quality projects is \$1,490 per month, and rental rates have been increasing at 5.2% per year. According to the Carson City Assessor's Office, there are 5,382 multifamily residential units in Carson City (Land Use Codes 320-341). Based on a 2.80% vacancy rate, this indicates that there are currently approximately 150 vacant units.

Because of rapidly growing rents and low vacancy rates, there is currently one new larger apartment project under development in Carson City with approvals for 370 units. This project, Carson Hills will have 118 one-bedroom units, 164 two-bedroom units and 88 three-bedroom units. This project is being constructed in southwest Carson City on a 22-acre site that wraps around the Galaxy Fandango 10-screen movie theater. The project will have garages, a clubhouse, a pool and other amenities. This project is expected to be among the nicest and highest-priced projects in the Carson City area. With 370 units under construction, if there is no increase in demand, the total number of vacant units would increase to 520, which would result in a vacancy rate of 9.02%. However, the Reno-Sparks area has had similar vacancy rates as Carson and there has been substantial new apartment development, which has not significantly increased vacancy rates, indicating that there was unsatisfied demand. We would expect a similar situation in Carson City and so, it is expected that the units under construction would not increase vacancy rates above 5%.

Of the 5,382 multi-family residences in the Carson City area, 859 units or 15.96% of all of the units are located in the subject submarket. Most of these units are older and are of only average quality, being in average condition. The subject submarket would be ideal for development of new average quality multi-family residential uses as the submarket already has a high concentration of multifamily development.

With the newer retail uses along US Highway 50 and with the submarket's proximity to the I-580 freeway, it is the undersigned's opinion that there would be demand for units that would be more affordable than the Carson Hills apartments, but which would upgrade the level of multi-family

development in the submarket. Overall, the available data suggests that there is adequate demand to support development of the subject with a multi-family use.

Maximally Productive

The maximally productive utilization of a site is that use which brings the highest value to the land. Generally, the maximally productive use is that use which maximizes the development potential of a site. Therefore, the maximally productive use would be to develop the subject site with as many multi-family units as possible.

Under the MFA zoning, there is 29-36 multi-family units allowed per acre depending on the size of the units (1-bedroom and studios allow for one unit per 1,200± square feet of land area, or 36 units per acre while 2-bedroom and larger units allow for one unit per 1,500± square feet of land area, or 29 units per acre).

The Carson Hills apartments have an approved density of 16.82 units per acre. However, because this project has more steeply sloping topography, which reduces density and because this project will have garages as well as a clubhouse and recreational amenities, it is the undersigned's opinion that the subject could be developed to a higher density than this project. On the other hand, the newer 55-unit apartment complex located on the east side of Brown Street in the subject submarket has a density of 27.89 units per acre. Considering the drainage easement encumbering the subject as well as the site shape, we have concluded to a projected density for the subject between the densities of the two projects above.

Overall, based on our analysis of the sales data, we have concluded that the maximally productive use of the subject would be to develop the site with a density of approximately 25 units per acre, which would result in a projected development potential of 160± units.

Summary and Conclusion

Overall, based upon a careful analysis of legal permissibility, physical possibility, financial feasibility and maximum productivity, it is the undersigned's opinion that the highest and best use of the subject property would be for development of the site with approximately 160 units as would be allowed under the MFA zoning.

Most Probable Purchaser

The most probable buyer would be a developer, seeking a profit from development of the site.

In the following analysis, the subject property will be valued based upon its concluded highest and best use.

INTRODUCTION TO VALUATION ANALYSIS

In this report, we have been asked to address the following value for the subject:

- Market Value

There are three methods of valuation normally utilized in the appraisal of real estate. These methods are the Cost, the Income and the Sales Comparison Approaches. In estimating the market value of real estate, the appraiser should employ the approach(es) which are actually used by buyers and sellers in the market and for which there is adequate data that can be analyzed.

The Cost Approach is based on the principle of substitution, which states that a prudent purchaser will pay no more for the subject property than the cost of acquiring a comparable substitute site and constructing improvements of similar utility, assuming there is no undue time delay.

The Income Approach views value as the present worth of the right to receive future benefits (income) that would be generated through ownership of a property. In this instance, the income-producing potential of the property is analyzed and then the income stream is projected into an indication of value through a variety of techniques which could include direct capitalization or Discounted Cash Flow Analysis.

In the Sales Comparison Approach, sales, escrows and/or listings of similar properties are compared to the subject using appropriate units of comparison such as sale price per square foot, sale price per lot, sale price per acre, or sale price per dwelling unit. This analysis directly reflects the motivations of buyers and sellers in the market, since it is based entirely on data derived from other sales.

As the subject is vacant land, the Cost Approach is not applicable. Furthermore, as multifamily residential land such as the subject is not typically purchased for its rental income earning potential, there is insufficient data to develop a relevant value for the subject sites by the Income Approach. To derive an opinion of the market value of the subject sites in their current condition, a Sales Comparison Approach analysis will be utilized, since this is the only method of analysis for which there is sufficient data to support a relevant value indication. Generally, when valuing vacant land, the Sales Comparison Approach is the most reliable indication of value, as it directly reflects the motivations of buyers and

sellers in the market. Where there is sufficient data, the Sales Comparison Approach is generally considered the most reliable indication of value for vacant land. In this instance, it was felt that the Sales Comparison Approach is the only analysis for which there would be sufficient data to develop a credible indication of the Market Value of the subject, under the Hypothetical Condition that the subject has been rezoned for multifamily residential use. Therefore, sole reliance on the Sales Comparison Approach does not artificially limit the Scope of Work and sole reliance on a Sales Comparison Approach does not impact the credibility of the appraisal.

The Sales Comparison Approach analysis developed for the subject property is set forth in the subsequent section of this report.

MARKET VALUE ANALYSIS

To derive an opinion of the Market Value of the subject property as of the effective date of value and based on its Highest and Best Use, a Sales Comparison Approach analysis has been completed. In the Sales Comparison Approach the appraiser arrives at indications of value by comparing the relative utility and desirability of the subject property with similar properties that have recently sold. The Sales Comparison Approach is based upon the principle of substitution which is predicated on the assumption that a prudent purchaser will pay no more for the subject property than the cost of acquiring a comparable substitute property.

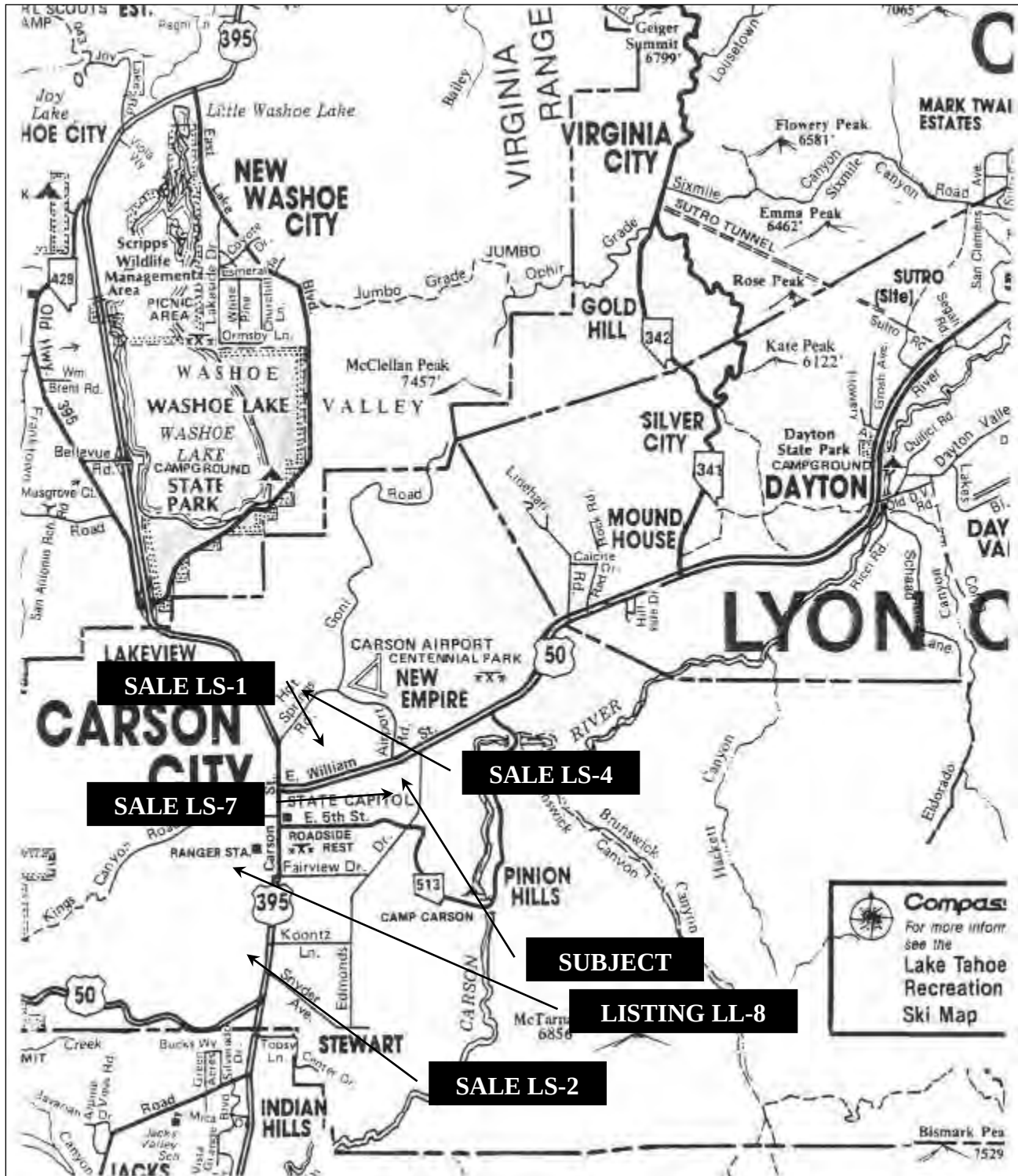
To establish an opinion of the Market Value of the subject property by the Sales Comparison Approach, the Official Records of Carson City were searched for sales of similar vacant sites in the Carson City area that had similar development potential. As few recent sales were found in Carson City the sales search was expanded to include Minden-Gardnerville. All sales found were investigated, analyzed and compared to the subject.

The comparables set out on the following chart were considered to be most indicative of the data analyzed and of an appropriate value for the subject. The comparables will be compared with the subject on a sale price per square foot of land area basis. Following the chart will be a map locating the sale properties. This will be followed by profiles of the individual sales and a discussion of the adjustments made to the sales. Through this analysis an appropriate per square foot of land area value will be derived for the subject property.

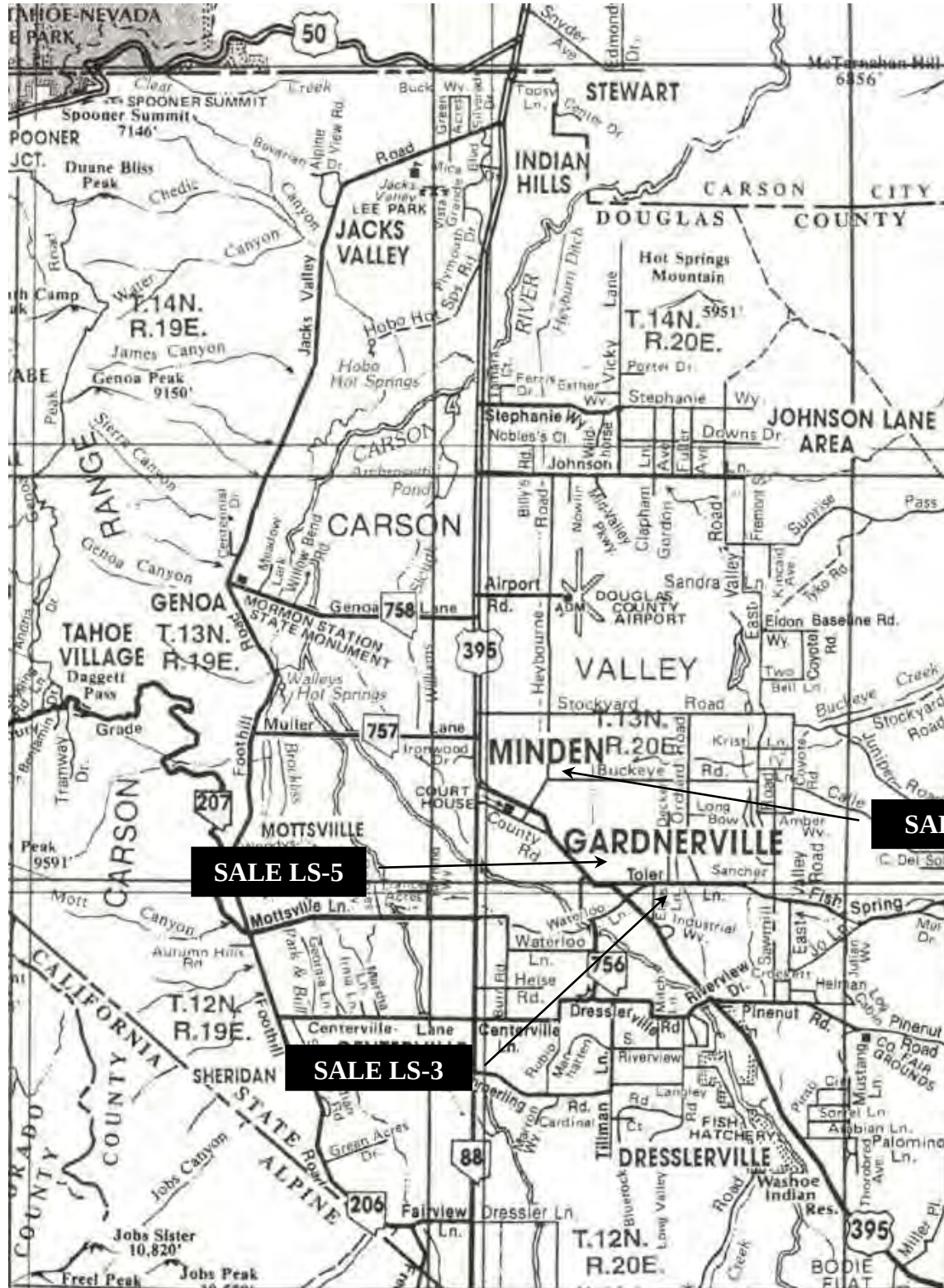
COMPARABLE LAND SALES CHART

Sale No.	A.P.N. Project Name/Location	Sale Date Doc #	Zoning Topography	Water Rights	Sale Price	Land Area	Sale Price Per SF
LS-1	002-441-23 E William Street Carson City	01-05-2016 460880	GC Generally Level	None	\$1,050,000	7.71± ac. 335,848± sf	\$3.13
LS-2	009-151-61 & 62 400 W Clearview Drive Carson City	03-28-2016 463080 12-19-2017 481450	GC Moderately to Steeply Sloping	None	\$2,150,000	22.10± ac. 962,676± sf	\$2.23
LS-3	1220-03-301-002 Crestmore Drive Townhomes Gardnerville	12-20-2017 2017-908485	MFR Level	None	\$750,000	5.08± ac. 221,285± sf	\$3.39
LS-4	002-052-12 680 Hot Springs Road Carson City	04-30-2018 484729	MFA Level	None	\$785,000	1.97± ac. 85,813± sf	\$9.15
LS-5	1320-33-310-001 Gilman Avenue Gardnerville	05-18-2018 914478	MFR Level to Gently Sloping	None	\$900,000	4.24± ac. 184,694± sf	\$4.87
LS-6	1320-29-601-002 1171 Baler Street Minden	05-30-2018 2018-915221	MFR Level	None	\$920,000	4.77± ac. 207,781± sf	\$4.43
LS-7	010-041-76 Butti Way Carson City	01-31-2019 491893	GC PR Gently to Moderately Sloping	None	\$1,690,000	7.28± ac. 317,117± sf	\$5.33
LL-8	003-064-11 S Curry Street Carson City	Listing 03-27-2019	MFA Hillside Topography	None	\$600,000	2.58± ac. 112,384± sf	\$5.34
Subject	Portion of 010-037-04 3410 Butti Way Carson City	Appraisal Date 03-27-2019	MFA Level to Gently Sloping	None	-----	6.31± ac. 274,864± sf	-----

COMPARABLE LAND SALES MAP - CARSON CITY



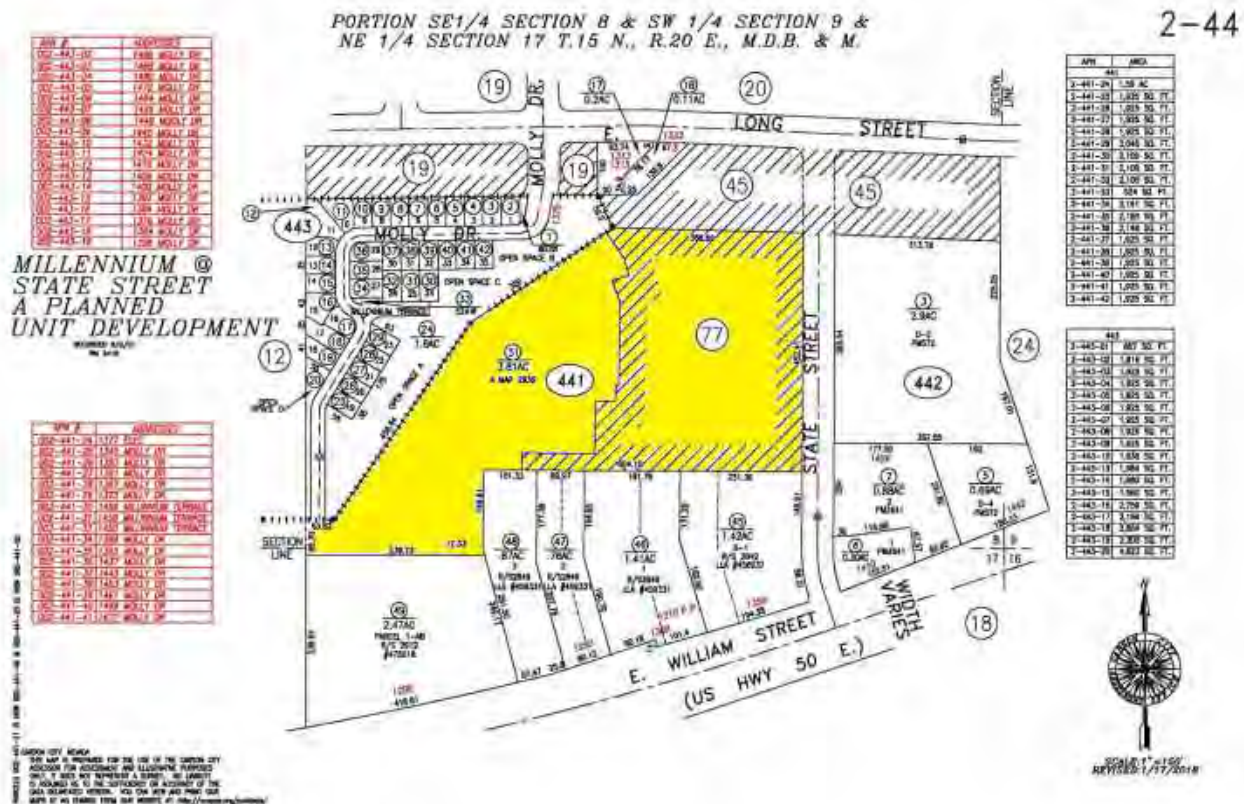
COMPARABLE LAND SALES MAP – GARDNERVILLE



LAND SALE PROFILES SALE LS-1

A.P.N.	002-441-23	Zoning	GC
Sale Price	\$1,050,000	Grantor	CC Note Investment Group LLC
Terms of Sale	Cash to the Seller	Grantee	State Street Development, LLC
Sale Date	January 5, 2016	Document No.	460880
Parcel Size	7.71± acres (335,848± square feet)	Price/SF	\$3.13
Approvals	None	Water Rights	None
Confirmation	NNRMLS #150008576 & County Records	By	Janelle R. Wright

Comments: This comparable involves the sale of a 7.71± acre site that was previously approved for 94 units but the approvals expired prior to this sale. The site is located on State Street between Long and E. William Streets in a mixed use area of northeast Carson City. The site has access from State Street along its eastern property line. The site has generally level topography and all utilities are available to the site. There do not appear to be any earthquake hazards, floodplains, environmental conditions or other factors that would adversely impact the value or development potential of the site. The property sold to a developer who as of the date of value of this report had begun constructing and selling a townhome project known as Mills Landing.



LAND SALE PROFILE SALE LS-2

A.P.N.s	009-151-61 & 62 (now 65)	Zoning	GC
Sale Price	\$2,150,000	Grantor	South Carson Lands, L.L.C.
Terms of Sale	Cash to the Seller	Grantee	Voltaire Master, LLC
Sale Date	March 28, 2016 & December 19, 2017	Document No.	463080 & 481450
Parcel Size	22.10± acres (962,676± square feet)	Price/SF	\$2.23
Approvals	None	Water Rights	None
Confirmation	Craig Rowe & County Records	By	John S. Wright, MAI

Comments: This comparable involves March 2016 sale of 19.01± acres located off of South Curry Street in southeast Carson City and the December 2017 sale of the adjoining 3.09± acre site that is located on the northwest corner of South Curry Street and Wets Clearview Drive. The seller and buyer of both sites were the same. After the second sale a boundary line adjustment was filed that created one 22.10± acre site. The site creates a rough U-shape that surrounds the Galaxy Fandango movie theater. The site consists of moderately to steeply sloping topography and all utilities were in close proximity. There do not appear to be any earthquake hazards, floodplains, environmental conditions or other factors that would adversely impact the value or development potential of the site. This property was sold for future multi-family development and on the date of value construction was underway on an apartment project.

SECTION 30, T.15 N., R. 20 E. M.D.B. & M.

9-15



LAND SALE PROFILE SALE LS-3

A.P.N.	1220-03-301-002	Zoning	MFR
Sale Price	\$750,000	Grantor	New Beginnings Housing of Nevada, LLC
Terms of Sale	Cash to the Seller	Grantee	Allan/Day III, LLC
Sale Date	December 20, 2017	Document No.	2017-908485
Parcel Size	5.08± ac. (221,285± square feet)	Price/SF	\$3.39
Approvals	None	Water Rights	None
Confirmation	Floyd Rowley, listing agent Johnson Group, 775-823-8877 & County Records	By	John S. Wright, MAI

Comments: This comparable involves the December 2017 sale of a 5.08± acre infill parcel of land located in southern Gardnerville. The sale site has access off of Crestmore Drive, which dead-ends adjacent to the site. The actual access to the site appears to be in the corner of a parking lot of an apartment project, but it is the apartment project which has access across the corner of the sale site. The sale site is bordered on the north by the apartment project, on the east by a detached residential subdivision with detached garages. The garages all have alley access and one of the alleys abuts the sale site's east property line. The sale site is bordered on the south by low intensity industrial uses and on the west by commercial uses that front US Highway 395. All utilities are available to the site and they have been sized to service the sale site. There do not appear to be any earthquake hazards, floodplains, adverse soils conditions or other factors adversely impacting the value or development potential of the sale site.



LAND SALE PROFILE SALE LS-5

A.P.N.	1320-33-310-001	Zoning	MFR
Sale Price	\$900,000	Grantor	Thomas R. Malefyt and Kandis Malefyt, and Richard E. Carnation
Terms of Sale	Cash to the seller	Grantee	Matthew J. Carter
Sale Date	May 18, 2018	Document No.	914478
Parcel Size	4.24± acres (184,694± square feet)	Price/SF	\$4.87
Approvals	None	Water Rights	None
Verification	Seller	By	John S. Wright, MAI

Comments: The sale site comprises 4.24± acres (184,694± square feet) of land area and is of basically rectangular shape. The property is located on the west side of Gilman Avenue and has full turning movement both onto and from this roadway. The property is located in a residential area of east Gardnerville. The property involves level to gently sloping topography, being slightly below grade with Gilman Avenue, and has immediate access to all public utilities. There are some soils that have been stock-piled on the site and it is assumed that these soils can be used on the site to elevate the property to be closer to grade with the adjoining street. There do not appear to be any earthquake hazards, soils conditions, environmental concerns, easements or other factors adversely impacting the value or development potential of the property.



LAND SALE PROFILE
SALE LS-6

A.P.N.	1320-29-601-002	Zoning	MFR
Sale Price	\$920,000	Grantor	Park Ranch Holdings, LLC
Terms of Sale	Cash to the seller	Grantee	Town Homes at Monterra III, LLC
Sale Date	May 30, 2018	Document No.	2018-915221
Parcel Size	4.77± acres (207,781± square feet)	Price/SF	\$4.43
Approvals	None	Water Rights	None
Verification	County Records	By	John S. Wright, MAI

Comments: This comparable is located on the northeast corner of Buckeye Road and Sanford Way and is across Bailer Street from the Minden Elementary School. The sale site has level topography and has paved road access on three sides. The property is bordered on the east and south by vacant land, while being bordered on the west by single family residential uses and a school on the north. The sale site has immediate access to utility services. There do not appear to be any earthquake hazards, floodplains, adverse soils conditions or other factors adversely impacting the value or development potential of the sale site.



LAND LISTING PROFILE LISTING LL-8

A.P.N.	003-064-11	Zoning	MFA
List Price	\$600,000	Grantor	O S O Development
Terms of Sale	N/A	Grantee	N/A
Sale Date	N/A	Document No.	N/A
Parcel Size	2.58± acres (112,384± square feet)	Price/SF	\$5.34
Approvals	None	Water Rights	None
Verification	NNRMLS #190002874 & County Records	By	Janelle R. Wright

This comparable involves the current listing of a 2.58± acre site located above Lake Glen in southwest Carson City. The property is irregular in shape and would appear to have hillside topography that is level to steeply sloping down to the northeast. It would appear that the only access to the property is by means of Thompson Street which while it does not touch the listed property it does come very close to its eastern property line. The site also comes in close proximity to Lake Glen Drive near its northeast corner. There are no utilities on the site and the listing states that it is unknown if there are deed restrictions. There do not appear to be any floodplains, earthquake hazards, soils conditions, environmental contamination, adverse easements or other factors which would adversely impact the value or development potential of the property.



LAND SALES COMPARISON, CORRELATION AND CONCLUSION

The eight comparables set out above involve seven consummated sales and one current listing. The sales occurred between January 2016 and January 2019 as compared with the March 27, 2019 effective date of value. The comparables range in size from 1.97± acres to 22.10± acres as compared to the subject's 6.31± acres. The comparables illustrate selling prices ranging from \$2.23 per square foot of land area to \$9.15 per square foot of land area.

In analyzing the sales, consideration was given to qualitative as well as quantitative analyses. In analyzing the comparables, there was sufficient data to consider quantitative adjustments for property rights conveyed, terms of sale, conditions of sale, market conditions, water rights as well as easements and encumbrances. However, for other factors such as location, topography, access, exposure, size, zoning, views and other items there was insufficient data to quantify adjustments and as a result, quantitative adjustments have been made for these items. Set out following is a discussion of the adjustments made to each of the sales.

Quantitative Adjustments

Property Rights Conveyed

All of the comparables involved the transfer of fee ownership, or the offer to sell fee ownership. As a result, no adjustments will be made to any of the comparables for property rights conveyed.

Terms of Sale

All of the comparables involved cash to the seller. As a result, no adjustment for financing is warranted.

Conditions of Sale

All of the comparables appear to have involved arms-length transactions between willing buyers and willing sellers. As a result, no adjustments for conditions of sale are warranted to any of the comparable sales for this factor. In the case of Listing LL-8, this property has been listed for 21 days and so it is unknown yet if this property has been listed at or above its market value. Based on our judgement, we have made a significant adjustment to this comparable for this factor. However, because we cannot

quantify this adjustment, we will not make it at this stage of the analysis, but we will make a qualitative adjustment in the Other category of adjustments later in this section of the report.

Market Conditions

The comparable sales used in this report occurred between January 2016 and January 2019, as compared with the March 2019 effective date of value. It would appear that there has not been much, if any, change in the market since the sale dates of the comparable sales. As a result, no adjustment will be made for market conditions.

Water Rights

The subject and all of the comparables had the right to water service. However, neither the subject, nor any of the comparables had any severable water rights and so no adjustments will be made to any of the comparables for this factor.

Easements and Encumbrances

As noted previously, the western portion of the subject site is encumbered by a drainage easement. This easement encumbers 24,061± square feet, 0.552± acres of the subject site. Based on a total area of 6.31± acres, the easement encumbers 8.75% of the subject's land area. As the easement does not encumber all of the property rights, the impact on value is felt to be less than the 8.75%. However, because the easement encumbers a significant portion of the subject site, the impact is felt to be above 0%. Overall, considering the burden of the easement, as well as the area encumbered, we have made 5% downward adjustments to all of the comparables for this factor.

Qualitative Adjustments

In addition to the adjustment set out above, other adjustments are warranted to the comparables. The size of the adjustments cannot be quantified from the market. The adjustments made will be summarized on an adjustment grid set forth at the end of the discussion. Although it is my opinion that there is insufficient data to extract quantified adjustments for these other factors, banks generally require that these additional adjustments in a quantitative format. As a result, the adjustments have been quantified based on my best judgment. However, the reader should not imply a greater degree of accuracy or precision into the adjustments than can be extracted from the market.

Location

The comparables differ with regard to location. This includes both the macro location (the city or town), as well as the micro location (the area in the city or town). From a micro-location, Sales LS-1, LS-2, LS-4, LS-7 and Listing LL-8 are located in Carson City which is felt to be similar to the subject. However, Sales LS-3, LS-5 and LS-6 are located in Minden-Gardnerville which is felt to be a superior location to the subject. As a result, these sales require a downward adjustment for their superior micro-location. From a macro-location standpoint, Sale LS-1 is felt to be superior to the subject it is located on a major street. Sale LS-2 is considered to be superior because it is located in an area of newer improvements. Sale LS-4 is considered to be superior because it is located closer to the urban core. Sale LS-7 is considered to be similar to the subject because it is located in the subject submarket. Listing LL-8 is considered to be superior because it is located in an area with superior quality improvements.

Property Size

The comparables differ with regard to property size. Typically larger site will sell for a lower per square foot value than will smaller sites. Sales LS-1, LS-3 and LS-7 are all of similar size as the subject and so they require no adjustment for this factor. Sale LS-2 is larger than the subject and as a result would require an upward adjustment. Sales LS-3 through LS-6 and Listing LL-7 are all smaller than the subject and would require a downward adjustment.

Access/Exposure

All of the comparable sales, except Sale LS-1, are felt to have access and exposure similar to that of the subject and as a result require no adjustment for this factor. Sale LS-1 is located on US Highway 50 and so it is considered superior to the subject in this regard. Listing LL-8 does not have any visible direct access and so this comparable does require an upward adjustment for its inferior access.

Furthermore, I expect that Carson City will require a developer of the subject to install concrete curbs and gutters on Butti Way in front of the subject. The subject has 2,532.91± feet of frontage on Butti Way and so I anticipate that development of the subject will be more expensive due to this factor. As a result, I have concluded that all of the comparables are superior to the subject in this regard. However,

Listing LL-8 does not have any visible direct access and so this comparable does require an upward adjustment for its inferior access, off-setting the subject's higher cost.

Utilities

All of the comparables, except Listing LL-8 have immediate access to public utilities. This is similar to the subject and so no adjustments to the comparable sales for utilities will be made to any of the comparables except Listing LL-8. In the case of Listing LL-8, utilities would likely need to be extended from S. Curry Street and so this would be a significant cost and so we have made an upward adjustment to this comparable for this factor.

Topography

The subject and all of the comparables, except Sales LS-2, LS-5, LS-7 and Listing LL-8 involve level topography. Therefore, no adjustments are required to any of the comparables, except Sales LS-2, LS-5, LS-7 and Listing LL-8 for this factor. In the case of Sales LS-2, LS-5, LS-7 and Listing LL-8, we have made upward adjustments to these comparables for this factor.

Zoning/Highest and Best Use

The subject is being valued assuming that it was zoned MFA which allows for a variety of multi-family utilizations. All of the comparables have a similar zoning designation with the exception of Sales LS-1 and LS-2 which are both zoned GC, as well as Sale LS-7, which is zoned GC PR. In Carson City the GC zoning does allow for wide variety of commercial and office utilizations but also has conditional uses of single-family, two family and multi-family utilizations with a special use permit. In the case of Sale LS-2, although the property was zoned for general commercial use, due to its' distance from an arterial and because of the limited visibility of the site, this property did not generate any interest for this use. Instead, it was purchased for multifamily use, similar to the concluded highest and best use of the subject. As a result, we have not made any adjustment to Sale LS-2 for this factor. However as both Sales LS-1 and LS-7 have some commercial potential, we have made downward adjustments to these two comparables for their superior zoning.

Views

None of the comparables, except Sale LS-2 and Listing LL-8 have any significant view amenity. Sale LS-2 and Listing LL-7 will offer some views and so these comparables are felt to be superior to the subject in this regard.

Other

No other adjustments are felt to be warranted to any of the comparables, except for Listing LL-8 which is an active listing. We have made a large downward adjustment to this comparable for its status as a listing and not a closed sale.

The chart set out on the following page summarizes the adjustments made to the comparable sales.

LAND SALES ADJUSTMENTS

Comparable No.	LS-1	LS-2	LS-3	LS-4	LS-5	LS-6	LS-7	LL-8	Subject
APN	002-441-23	009-151-61 & 62	1220-03-301-002	002-052-12	1320-33-310-001	1320-29-601-002	010-041-76	003-064-11	10-037-04
Sale Date	1/15/2016	3/28/2016	12/20/2017	4/30/2019	5/18/2018	5/30/2018	1/31/2019	Listing	3/27/2019
Land Area (ac.)	7.71	22.10	5.08	1.97	4.24	4.77	7.28	2.58	6.31
Sale Price	\$1,050,000	\$2,150,000	\$750,000	\$785,000	\$900,000	\$920,000	\$1,690,000	\$600,000	---
Price per SF	\$3.13	\$2.23	\$3.39	\$9.15	\$4.87	\$4.43	\$5.33	\$5.34	---
Zoning	GC	GC	MFR	MFA	MFR	MFR	GC PR	MFA	MFA
Topography	Level	Mod/Steeply	Level	Level	Level/Gently	Level	Gently/Mod.	Hillside	Level
Utilities	All to site	All to site	All to site	All on site	All to site	All to site	All to site	None on site	All on site
Access	Paved	Paved	Paved	Paved	Paved	Paved	Paved	Paved	Paved
Property rights	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Conditions of sale	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Terms of sale	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Market Conditions	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Water Rights	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Easement/Encumb.	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	
Sub-Total	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	-5.00%	
Adjusted Value	\$2.97	\$2.12	\$3.22	\$8.69	\$4.63	\$4.21	\$5.06	\$5.07	
Location	Superior	Superior	Superior	Superior	Superior	Superior	Equal	Superior	
Property Size	Equal	Inferior	Equal	Superior	Superior	Superior	Equal	Superior	
Access	Superior	Superior	Superior	Superior	Superior	Superior	Superior	Equal	
Utilities	Equal	Equal	Equal	Equal	Equal	Equal	Equal	Inferior	
Topography	Equal	Inferior	Equal	Equal	Equal	Equal	Inferior	Inferior	
Zoning	Superior	Equal	Equal	Equal	Equal	Equal	Superior	Equal	
Views	Equal	Superior	Equal	Equal	Equal	Equal	Superior	Superior	
Other	Equal	Equal	Equal	Equal	Equal	Equal	Equal	Superior	
Overall Comparison	Superior	Inferior	Superior	Superior	Superior	Superior	Superior	Superior	



After adjustments, Sale LS-2 at \$2.12 per square foot of land area was considered to be a low indicator of an appropriate per-unit value for the subject, due to its much larger size. The remaining comparables at between \$2.97 per square foot and \$8.69 per square foot were all considered to be high indicators of an appropriate per square foot value for the subject. The middle of this range would be \$2.55 per square foot of land area. Based on the available data, we have concluded that the comparables would indicate a value range for the subject of between \$2.12 per square foot and \$2.97 per square foot of land area.

In concluding a value for the subject, we have considered the subject's shape. The subject is approximately 168 feet deep. This would be deep enough to develop the subject with a sidewalk and landscaping along Butti Way (20'), two isles of parking with a drive lane between (60'), a walkway and landscaping (10') between the parking area and the building as well as a 20' rear yard setback. These items encompass 110', leaving a building footprint that is 58 feet deep. This would allow a developer to build eight-plex buildings with a central walkway/staircase, with each of the units being 29' deep. A 29' deep unit that is 30' wide would contain 870± square feet, which would be a typical size for a two-bedroom unit. As a result, while the subject has a narrow shape, it is of adequate shape to support efficient development with units of a typical size for the market.

Based on these considerations, we have concluded to a unit value for the subject at \$2.75 per square foot of land area, which is slightly above the middle of the range of data. Multiplying this by the subject's 274,864± square feet results in a value for the subject as of the March 27, 2019 effective date of value of \$755,875, which will be rounded to \$755,000.

MARKET VALUE – 6.31± ACRES

\$755,000

EXPOSURE AND TIME ANALYSIS

The Uniform Standards of Professional Appraisal Practice require that an appraiser address exposure time. The exposure time is the time that would have been necessary to have exposed the property on the open market in order to consummate a sale as of the effective date of valuation.

To establish an indication of an appropriate exposure and marketing time for the subject property, consideration was given to the sales data presented earlier. Below are the days on market time for the comparable sales:

Sale #	Days on Market
Sale 1	200
Sale 2	N/A
Sale 3	N/A
Sale 4	1,179
Sale 5	638
Sale 6	N/A

Listing LL-8 had been on the market for 21 days prior to the effective date of value. Based upon the preceding market data, it is the undersigned's opinion that an appropriate exposure and marketing time for the subject property would be 12 to 24 months.

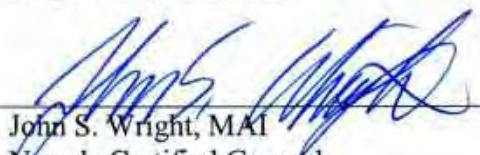
EXPOSURE TIME CONCLUSION**12 – 24 MONTHS**

APPRAISER'S CERTIFICATION

The undersigned do hereby certify that, unless otherwise noted in this appraisal report:

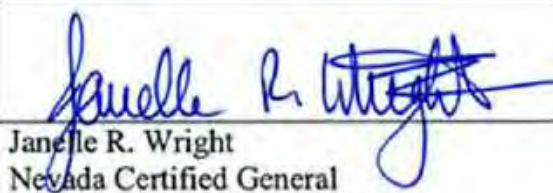
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The appraisal was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- The appraisers' state registration/certification has not been revoked, suspended, cancelled or restricted.
- We have provided no other services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- As of the date of this report, John S. Wright has completed the continuing education program for Designated Members of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Respectfully submitted,


 John S. Wright, MAI
 Nevada Certified General
 License Number A.0000191-CG

May 8, 2019

Date


 Janelle R. Wright
 Nevada Certified General
 License Number A.0006967-CG

May 8, 2019

Date

ASSUMPTIONS AND LIMITING CONDITIONS

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent upon the following assumptions and limiting conditions:

LIMITS OF LIABILITY:

The liability of John S. Wright, MAI is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. The appraiser is not in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property.

COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose or any function other than its intended use, as stated in the body of the report. The appraisal fee represents compensation only for the analytical services provided by the appraiser. The appraisal report remains the property of the appraiser, though it may be used by the client in accordance with these assumptions and limiting conditions.

The By-Laws and Regulations of the Appraisal Institute require each Member to control the use and distribution of each appraisal report signed by such Member. Except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select. However, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the appraiser. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations media, news media, sales media, or any other media for public communication without the prior written consent of the appraisal firm.

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser(s) whose signature(s) appears on the appraisal report, unless it is indicated that one or more of the appraisers was acting as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser. The appraiser shall bear no responsibility for any unauthorized changes.

CONFIDENTIALITY:

Except as provided for subsequently, the appraiser may not divulge the analyses, opinions or conclusions developed in the appraisal report, nor may he give a copy of the report to anyone other than the client or his designee as specified in writing. However, this condition does not apply to any requests made by the Appraisal Institute or the State of Nevada for purposes of confidential ethics enforcement. Also, this condition does not apply to any order or request issued by a court of law or any other body with the power of subpoena.

The appraiser may be requested to submit copies of work to bona fide financial institutions in order to be approved to complete appraisal work for their institution. When requested, the appraiser will contact the client to obtain release to disseminate copies of the report to requesting institutions. Requests for dissemination will be controlled by the client; however, approval to disseminate the report will not be unreasonably withheld. Any reports disseminated to requesting financial institutions would be edited to remove specific references to the subject property's name, location and owner. Additionally, any specific reference to the client will also be deleted.

INFORMATION SUPPLIED BY OTHERS:

Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, Realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct and reliable. No responsibility for the accuracy of such information is assumed by the appraiser. The appraiser is not liable for any information or the work product provided by subcontractors. The

comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable. In some instances, an impractical and uneconomic expenditure of time would be required in attempting to furnish absolutely unimpeachable verification. The value conclusions set forth in the appraisal report are subject to the accuracy of said data. It is suggested that the client consider independent verification as a prerequisite to any transaction involving a sale, a lease or any other commitment of funds with respect to the subject property.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:

The contract for each appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The appraiser or anyone assisting in the preparation of the report will not be asked or required to give testimony in court or in any other hearing as a result of having prepared the appraisal, either in full or in part, except under separate and special arrangements at an additional fee. If testimony or a deposition is required because of any subpoena, the client shall be responsible for any additional time, fees and charges, regardless of the issuing party. Neither the appraiser nor anyone assisting in the preparation of the report is required to engage in post appraisal consultation with the client or other third parties, except under a separate and special arrangement and at an additional fee.

EXHIBITS AND PHYSICAL DESCRIPTIONS:

It is assumed that the improvements and the utilization of the land are within the boundaries of the property lines of the property described in the report and that there is no encroachment or trespass unless noted otherwise within the report. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are there to assist the reader in visualizing the property and are not necessarily drawn to scale. The reliability of the information contained on any such map or drawing is assumed accurate by the appraiser and is not guaranteed to be correct.

TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS:

No responsibility is assumed by the appraiser for matters legal in character or nature. No opinion is rendered as to the status of title to any property. The title is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report. The legal description, as furnished by the client, his designee or as derived by the appraiser, is assumed to be correct as reported. The appraisal is not to be construed as giving advice concerning liens, title status, or legal marketability of the subject property.

ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS:

This appraisal should not be construed as a report on the physical items that are a part of any property described in the appraisal report. Although the appraisal may contain information about these physical items (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed report on these physical items. The appraiser is not a construction, engineering, or architectural expert, and any opinion given on these matters in this report should be considered tentative in nature and is subject to modification upon receipt of additional information from appropriate experts. The client is advised to seek appropriate expert opinion before committing any funds to the property described in the appraisal report.

Any statement in the appraisal regarding the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on a casual inspection only. Unless otherwise noted in the appraisal report, no detailed inspection was made. For instance, the appraiser is not an expert on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report.

Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected, unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does or does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, it is strongly suggested that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts.

This appraisal report is based on the assumption that there are no apparent or unapparent conditions on the property site or improvements, other than those stated in the report, which would materially alter the value of the subject. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

AMERICANS WITH DISABILITIES ACT:

The Americans with Disabilities Act became effective on January 26, 1992. Unless otherwise noted in this report, I have not made a specific compliance survey or analysis of this property to determine whether or not it is conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, would reveal that the property is not in compliance with one or more requirements of the Act. If so, this fact could have a negative effect on the value of the property as derived in the attached report. Since I have no direct evidence relating to this issue, and since I am not an expert at identifying whether a property complies or does not comply with the ADA, unless otherwise stated in the report, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property. Before committing funds to any property, it is strongly advised that appropriate experts be employed to ascertain whether the existing improvements, if any, comply with the ADA. Should the improvements be found to not comply with the ADA, a reappraisal at an additional cost may be necessary to estimate the effects of such circumstances.

TOXIC MATERIALS AND HAZARDS:

Unless otherwise stated in the appraisal report, no attempt has been made to identify or report any toxic materials and/or conditions such as asbestos, urea-formaldehyde foam insulation, or soils or ground water contamination on any land or improvements described in the appraisal report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such toxic materials and/or conditions. If any toxic materials and/or conditions are present on the property, the value of the property may be adversely affected and a reappraisal at an additional cost may be necessary to estimate the effects of such circumstances.

SOILS, SUB-SOILS AND POTENTIAL HAZARDS:

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soils which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, sub-surface rights (minerals and oil) were not considered in making this appraisal. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. The appraiser is not liable for any problems arising from soil conditions. Therefore, it is strongly advised that, before any funds are committed to a property, the advice of appropriate experts be sought.

If the appraiser has not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed and no representation is made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.

The appraiser assumes no responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

LEGALITY OF USE

This appraisal report assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

COMPONENT VALUES

If the total property value set forth in this report is distributed between land and improvements, this distribution applied only under the existing program of utilization as set forth in the appraisal. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market studies or analyses, special highest and best use studies or feasibility studies have been requested or made by the appraiser unless otherwise specified in an agreement for services and so stated in the appraisal report.

DOLLAR VALUES AND PURCHASING POWER

The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as of the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER

All values shown in the appraisal report are projections based on analyses as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. Any future projections have been made based upon the data and information available as of the date when the report was prepared and is intended to reflect what the market at that point in time would project for the subject property into the future. Therefore, the models do not necessarily reflect what will actually be achieved but rather what the market projects would be achieved as of the date of the report. Therefore, none of the values contained in this report should be considered as being reflective of any future value of the subject property. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report. They are subject to change as market conditions change.

This appraisal is an estimate of value based on analysis of information known at the time the appraisal was made. The appraiser does not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

EXCLUSIONS

Furnishings, equipment, other personal property and value associated with a specific business operation are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

PROPOSED IMPROVEMENTS, CONDITIONED VALUE

It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in a good and workmanlike manner in accord with plans, specifications or other information supplied to this appraiser and as set forth in the appraisal report. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of market value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

MANAGEMENT OF PROPERTY

It is assumed that the property which is the subject of the appraisal report will be under typically prudent and competent management which is neither inefficient nor superefficient.

FEE FOR SERVICES

The fee for any appraisal report, consultation, feasibility or other study is for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent on any assignment.

CHANGES AND MODIFICATIONS

The appraiser reserves the right to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new factors pertinent to the appraisal process are discovered which were unknown when the appraisal report was prepared.

The acceptance and/or use of the appraisal report by the client or any third party constitutes acceptance of the *Assumptions and Limiting Conditions* set forth in the preceding paragraphs. The appraiser's liability extends only to the specified client, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.

QUALIFICATIONS OF APPRAISER**JOHN S. WRIGHT****Professional Designation**

MAI - Member of Appraisal Institute (MAI Member 9718) 1992

State Licensing and Certification

Certified General Appraiser - State of Nevada 1991
 License Number A.0000191-CG
 (Certified through May 31, 2019)

Formal Education

Lake Tahoe Community College, South Lake Tahoe, CA 1979
 University of Illinois, Urbana 1979-1983
 B. F. A., Theater Management:
 Courses in Business Administration, Economics, Accounting
 and Business Law; Graduated with Honors

Appraisal Education and Technical Training

Appraisal Institute
 Course 1A-1 "Real Estate Appraisal Principles"
 Course 1A-2 "Basic Valuation Procedures"
 University of San Diego, California
 Course 1B-A, "Capitalization Theory, Part A"
 Course 1B-B, "Capitalization Theory, Part B"
 Arizona State University, Tempe
 Course 2-1, "Case Studies in Real Estate Valuation"
 Course 2-2, "Reporting Writing and Valuation Analysis"
 University of Colorado
 Course 2-3, "Standards of Professional Practice"
 Sacramento, California
 Course 330 "Apartment Appraisals"
 Online Course
 Course 400 "USPAP Update 2014"
 Reno, NV
 Course 520, "Highest and Best Use and Market Studies"
 University of San Diego, California
 Course 710, "Condemnation Appraising: Basic Principles and Applications"
 Sacramento, CA
 Course 720, "Condemnation Appraising: Advanced Topics and Applications"
 Sacramento, CA
 Course 430, Part C, "Standards of Professional Practice"
 Reno, NV
 Course 510, Advanced Income Capitalization
 San Diego, CA
 Course, Advanced Market Analysis and Highest and Best Use
 Las Vegas, CA
 Course Review Theory – General
 Sacramento, CA

**QUALIFICATIONS OF APPRAISER
JOHN S. WRIGHT**

Selected Seminars

American Institute of Real Estate Appraisers
Appraising in a Regulated Environment
The Art of Appraising
The Electronic Spreadsheet in the Appraisal Office
Highest and Best Use
Appraisal Institute
National USPAP Update
Maximizing the Value of an Appraisal Practice
Environmental Risk and the Real Estate Appraisal Process
Understanding Limited Appraisals and Appraisal Reporting Options-General
Fair Lending and the Appraiser
Appraising Detrimental Conditions
Litigation Skills for the Appraiser
Case Studies in Limited Partnership and Common Tenancy Valuation
Introduction to GSI Applications for Real Estate Appraisal
Attacking and Defending an Appraisal in Litigation
The Essentials, Current Issues and Misconceptions in Appraising
What Commercial Clients would like an Appraiser to Know
Business Practices and Ethics

Society of Real Estate Appraisers
R-41C and the Appraiser
Nevada Appraisal Law and Licensing

Occupational History

John S. Wright & Associates - Owner	11-2002 to Present
Nevada State Bank – Review Appraiser II – Vice President	2008 - 2010
Wright, Warren & Schiffmacher, LLC - Member	1997-2002
John S. Wright, MAI, Real Estate Appraiser and Consultant, Owner	1994-1996
Johnson-Wright & Associates Senior Appraiser	1984-1994
Hartford Ballet/Connecticut Opera Production Stage Manager/Company Manager	1983-1984
National Ballet of Illinois Production Stage Manager/Company Manager	1976-1980

Offices Held

Appointment/Commission – State of Nevada	
Commission of Appraisers of Real Estate	07/01/01 thru 10/31/2004
President	2002 to 2004
Reno-Carson Chapter Appraisal Institute:	
Chapter Secretary	1993
Chapter Vice President	1994, 2009 & 2010
Chapter President	1995 & 2011

QUALIFICATIONS OF APPRAISER JOHN S. WRIGHT

Qualified as an Expert Witness

U. S. Bankruptcy Court, Reno, Nevada
District Court, Washoe County, Nevada

REPRESENTATIVE APPRAISAL CLIENTS

Airport Authority of Washoe County	Internal Revenue Service
AMI Capital	Key Bank
Bailey & Dutton	Nevada Community Redevelopment Corp.
Bank of America	Nevada Security Bank
Bank of New York	Nevada State Bank
Bank of the West	Nevada State Department of Transportation
City of Reno	Northern Nevada Bank
City of Sparks	Prudential Huntoon Paige
City of Yerington	Regional Transportation Commission
Comerica Bank	Reno-Sparks Convention Authority
Colonial Bank	Shearson American Express
Construction Lending Corp. of America	Sierra Pacific Power Company
Denver & Rio Grande Western Railroad	Somerset Development Company
Dept. of Housing & Urban Development (HUD)	Specialty Financial Corporation
Dermody Properties	TRI Capital
Federal Deposit Insurance Corporation	U. S. Bank
First Bank & Trust	University of Nevada
First Independent Bank	Wade Development
1 st National Bank of Nevada	Washoe County
GMAC Commercial Mortgage	Washoe County Public Administrator
Great Basin Bank of Nevada	Washoe County School District
Housing Capital Company	Wells Fargo Bank

TYPES OF PROPERTIES APPRAISED

Various Types of Vacant Land	Residential Subdivisions
Apartment Complexes	Rooming Houses
Office Buildings	Retail-Commercial Buildings
Industrial Buildings	Hotel-Casinos
Motels	Special Use Properties
Shopping Centers	

**QUALIFICATIONS OF APPRAISER
JANELLE R. WRIGHT**

State Licensing and Certification

Certified General Appraiser - State of Nevada	2006
License Number A.0006967-CG	2006
(Certified through September 30, 2020)	

Formal Education

University of Nevada, Reno	2001
B. A., Political Science, Anthropology	
Courses in Political Science, Anthropology, Economics and Pre-Law	
Graduated with Distinction	

Appraisal Education and Technical Training

Appraisal Institute	
Course 110 – “Appraisal Principles”	April 2003
Course 120 – “Appraisal Procedures”	April 2004
Course 400 – National USPAP Update Course (7 hours)	April 2004
Course 310 – “Basic Income Capitalization”	May 2005
Course 410 – National USPAP 15-Hour	May 2006
Course 320 – “General Applications”	June 2006
Course 510 – “Advanced Income Capitalization”	May 2007
7-Hour National USPAP Update Course	March 2010
Online Appraisal of Nursing Facilities	August 2010
Online Appraising Convenience Stores	August 2010
Online Rates and Ratios: Making sense of GIMs, OARs, and DCF	August 2010
Online Cool Tools: New Technology for Real Estate Appraisers	September 2012
Online Advanced Internet Search Strategies	September 2012
Online Data Verification Methods	September 2012
Online Analyzing Distressed Real Estate	September 2012
7-Hour National USPAP Update Course	March 2014
Online Forecasting Revenue	December 2015
Online Small Hotel/Motel Valuation	December 2015
Online Comparative Analysis	December 2015
Online The Discounted Cash Flow Model	December 2015
Online FHA Appraising – Principles and Procedures	November 2016
McKissock, online	
Online 7-Hour National USPAP Update Course	September 2016
Online Appraisal of Fast Food Facilities	September 2016
Online Expert Witness for Commercial Appraisers	September 2016
Online Supervisor-Trainee Course for Nevada	September 2016
Online 7-Hour National USPAP Update Course	August 2018
Online Advanced Hotel Appraising – Full Service Hotels	August 2018
Online Appraising Small Apartment Properties	August 2018
Online Laws for Nevada Appraisers	August 2018
Online The Basics of Expert Witness for Commercial Appraisers	August 2018

Key Realty School, Las Vegas
Appraisal Law in Nevada

April 2003

IREAS, Reno

National USPAP Update Course (7 hours)

June 2008

Ken Hunsinger Appraisal Seminars, Reno
National USPAP Update Course (7 hours)

March 2012

Occupational History

Janelle R. Wright, Certified General Appraiser
Appraiser/Owner

01-2009 to Present

John S. Wright & Associates
Appraiser

02-2003 to 12-2008

Nevada State Bank, Reno, Nevada
Teller and New Accounts Representative

04-2001 to 02-2003

Bank of America, Reno, Nevada
Teller

07-1997 to 07-1999



PRELIMINARY REPORT

Proposed Buyer:

Proposed Lender

Proposed Loan Amount: \$0.00

Property Address: 3410 Butti Way, Carson City, NV 89701

Escrow Office:

Ticor Title of Nevada, Inc.

307 W. Winnie Lane Suite #1

Carson City, NV 89703

Phone: (775) 883-7513 Fax: (775) 887-5065

Escrow Officer: Dawn Cuellar

Customer No.: /

Title Office:

Ticor Title of Nevada, Inc.

307 West Winnie Lane Suite 1

Carson City, NV 89703

Phone: (775) 883-7513 Fax: (775) 887-5065

Order No.: 01900490-DC1

**The information contained in this report is through the date of
January 18, 2019 at 7:30 a.m.**

*In response to the application for a policy of title insurance referenced herein, **Ticor Title of Nevada, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

*The policy(s) of title insurance to be issued hereunder will be policy(s) of **Chicago Title Insurance Company**.*

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

A handwritten signature in cursive script, appearing to read 'Tammy L. May'.

Tammy May, Title Officer

THE FOLLOWING REQUIREMENTS MUST BE MET PRIOR TO CLOSE OF ESCROW:

1. The requirement that a copy of the Staff Report and Motion and approval of same by the Carson City Council be furnished to this Company authorizing or ratifying the proposed conveyance of herein described land.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. In the event this report is issued in contemplation of insuring a conveyance of real property and issuing an Owners policy of title insurance, this office will require that a metes and bounds legal description prepared by a licensed surveyor be provided for the property described herein, as required and set forth in NRS 278.4955(6). Said metes and bounds legal description should be attached to any documents recorded at the close of the subject transaction.

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

FEE

Title to said estate or interest at the date hereof is vested in:

Carson City, a Municipal Corporation of the State of Nevada

The land referred to in this Report is situate in the State of Nevada, County of Carson City and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. (a) Taxes or assessments that 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 that 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.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to lien for services, labor or material not shown in the Public Records.
7. The herein described property is tax exempt.
8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.
9. Any liens, charges or assessments levied by the Carson City water, sanitary sewer and storm water utility district by reason that the Land is located within said district. To verify payment, delinquencies or liens, contact Carson City Utilities at (775) 887-2355.
10. Rights of way for any existing roads and alleys, trails, canals, ditches, flumes, conduits, pipes, poles or transmission lines on, under, over, through or across the Land.
11. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Record of Survey Map No. 5454

Recording Date: May 30, 2002
 Recording No: Book 9 of Maps, Page 2454, as File No. 278817, Official Records

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sierra Pacific Power Company, a Nevada Corporation and Bell Telephone Company
 Purpose: construct, operate and maintain electric and communication underground facilities
 Recording Date: May 17, 1978
 Recording No: Book 231, Page 188, as Document No. 79393, Official Records

The Exhibit "A" describing the location of the easement was not recorded as an attachment to the hereinabove document.

13. Terms, provisions and conditions as contained in an instrument

Entitled: Stanton Park Development-Phase 1 Agreement
 Executed by: Stanton Park Development, Inc., a Nevada Corporation, Edd P. Furgerson, Dwight C. Millard and Carson City, Nevada, a municipal corporation
 Recording Date: August 16, 1985
 Recording No.: Book 402, Page 29, as Document No. 38371, Official Records
14. A lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: Consolidated Municipality of Carson City, Nevada
 Lessee: M.B. Broadcasting Corporation, a Nevada corporation, doing business as Radio Station KPTL
 Recording Date: April 11, 2000
 Recording No: 247196, Official Records
15. Dedication of land for right-of-way for Butti Way and Airport Road

Recording Date: April 19, 2002
 Recording No.: 276885
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Carson City, a Political Subdivision of the State of Nevada
 Purpose: sewer and drainage
 Recording Date: April 19, 2001
 Recording No: 276888, Official Records
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Carson City, a Political Subdivision of the State of Nevada
 Purpose: sewer, reclaimed water and water easement
 Recording Date: April 19, 2002
 Recording No: 276889, Official Records
18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Carson City, a Political Subdivision of the State of Nevada
 Purpose: drainage
 Recording Date: April 19, 2002
 Recording No: 276890, Official Records
19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Carson City, a Political Subdivision of the State of Nevada
 Purpose: pedestrian
 Recording Date: April 19, 2002
 Recording No: 276891, Official Records
20. Terms, provisions and conditions as contained in an instrument

Entitled: Ordinance
 Recording Date: June 11, 2002
 Recording No: 279302, Official Records

21. A lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: Consolidated Municipality of Carson City, Nevada
 Lessee: M.B. Broadcasting Corporation, a Nevada corporation
 Recording Date: October 1, 2004
 Recording No: 325917, Official Records

22. A lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: Carson City
 Lessee: Nevada Rural Counties RSVP Program, Inc., a non-profit Nevada Corporation
 Recording Date: April 6, 2007
 Recording No: 366345, Official Records

23. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Record of Survey

Recording Date: December 14, 2012
 Recording No: Book 10 of Maps, Page 2784, as Document No. 429214, Official Records

24. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

25. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said Land.

INFORMATIONAL NOTES

1. Note: Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).
2. Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
3. Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:

Type of Dwelling: Vacant Land
Address: 3410 Butti Way, Carson City, Nevada
4. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
5. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

Order No.: 01900490-DC1

EXHIBIT A

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

That portion of the South 1/2 of the NW 1/4 of Section 15, Township 15 North, Range 20 East.

Reference is further made to Parcel 1 on Record of Survey recorded in the Office of the Carson City Recorder on May 30, 2002 in Book 9 of Maps, Page 2454, Document No. 278817, Official Records of Carson City, State of Nevada.

NOTE: THIS LEGAL DESCRIPTION SHOULD NOT BE USED FOR TITLE INSURANCE PURPOSES.

APN: 10-037-03

Order No.: 01900490-DC1

EXHIBIT A

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

That portion of the South 1/2 of the NW 1/4 of Section 15, Township 15 North, Range 20 East.

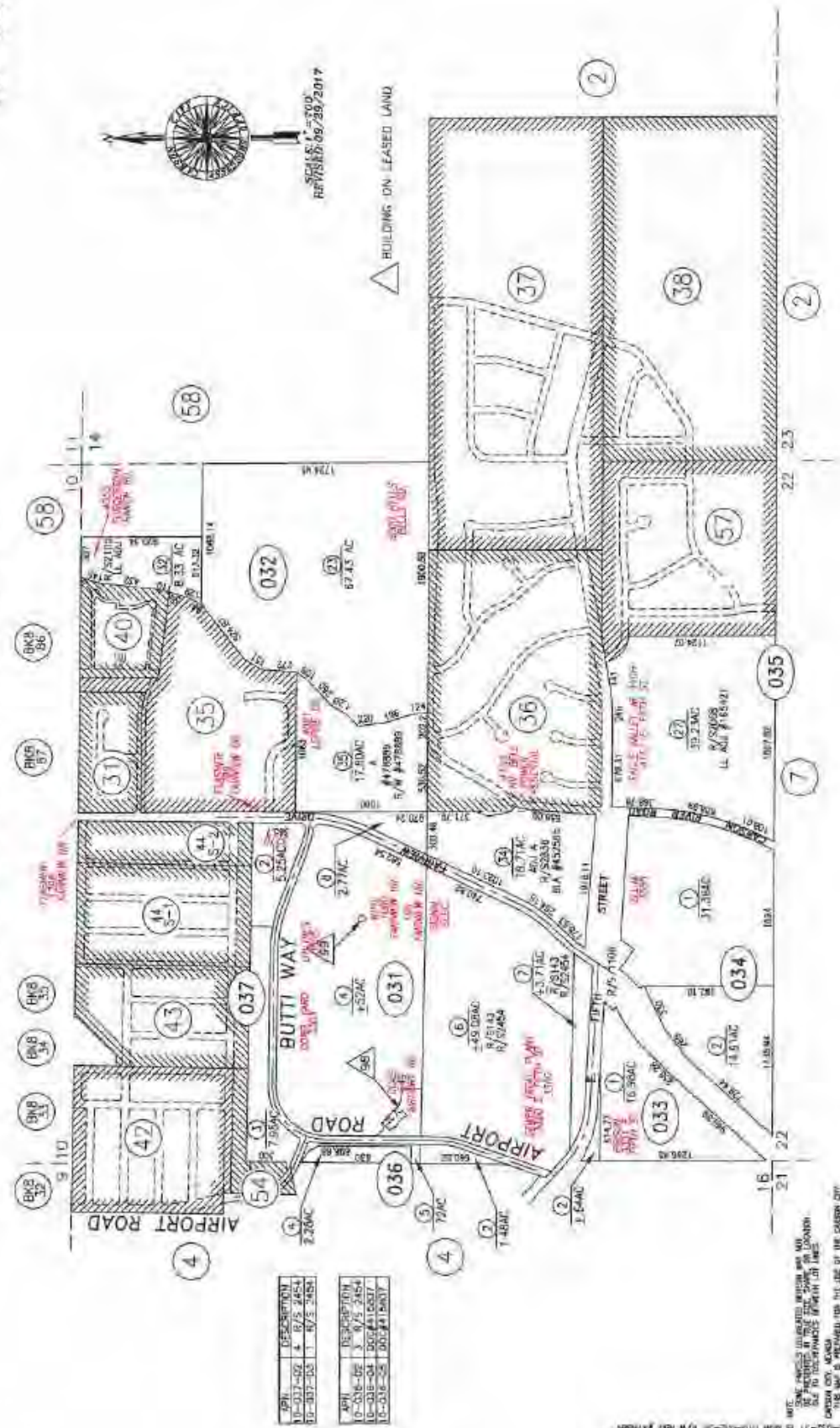
Reference is further made to Parcel 1 on Record of Survey recorded in the Office of the Carson City Recorder on May 30, 2002 in Book 9 of Maps, Page 2454, Document No. 278817, Official Records of Carson City, State of Nevada.

NOTE: THIS LEGAL DESCRIPTION SHOULD NOT BE USED FOR TITLE INSURANCE PURPOSES.

APN: 10-037-03

10-03

SECTION 15, T.15 N., R.20 E., M.D.B. & N.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

ATTACHMENT ONE (Revised 05-06-16)**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. 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.
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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;

- e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

- (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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 that 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.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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 that 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.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.)

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of \$385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 70% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 80% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST TIME HOMEBUYER RATE (APPLICABLE TO ZONE 2 ONLY)

A first time homebuyer of an owner-occupied residential property shall be charged 75% of their portion of the escrow fee, provided reasonable evidence is presented that this is their first home. Applies to all counties **except** Clark, Lincoln and Nye. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request only.

EMPLOYEE RATES

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or

- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

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PalaSeek LLP
876 Ridgecrest Drive
Carson City, NV 89705

Proposal for RFP# 19300056

**Development of 3410 Butti Way (APN 010-037-04)
for Affordable/Workforce Housing**

Contact Person: Omar Afifeh, PE
(702)752-1413

omarafifeh@universalconstructionllc.com

October 24, 2019

Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2, Carson City, Nevada 89701

Proposal is only 20 Pages per RFP but extra pages are for Cover Letter, Index and Resumes.

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Abstract

October 23, 2019

Carson City Board of Supervisors
201 N. Carson Street, Suite 2
Carson City, Nevada 89701

Dear Carson City Board of Supervisors,

PalaSeek LLP, here in after “PalaSeek”, a local Carson City Nevada for-profit partnership of knowledgeable, financially sound and experienced partners and affiliates in the field of affordable housing; is pleased to provide you this proposal in response to your RFP regarding the property located on 3410 Butti Way, Carson City, Nevada 89701 APN 010-037-04. Upon winning this process, PalaSeek intends to utilize this parcel per NRS 244.287 to develop a *160 Unit Mixed Income Affordable Workforce Housing* Project for the residents of Carson City for at least the next **51 years** as follows:

- Develop affordable housing for families whose income at the time of application for such housing does not exceed 80 percent of the median gross income for families residing in the City.
- PalaSeek intends upon winning this parcel to develop affordable housing for individuals who are disabled or elderly.
- To encourage skilled labor to come and stay in Carson City (in lieu of working in Carson City and living in Dayton or Reno) and to sustain the economic feasibility and financial survivability of this property, per NRS 244.284 PalaSeek shall some housing for families with incomes above the 80 percent median gross income. *See unit breakdown in the Approach section.*
- Create a bonus program for homeless disabled veterans among the local population of Carson City

PalaSeek has elected that Omar Afifeh, PE will serve as the project manager for the duration of this project and Omar Afifeh will not be removed from the project without permission of the City or the consultant.

We hope to demonstrate through this application that we are the best entity to utilize this land to help house our highly vulnerable population outlined above in our great city and *help our local small businesses throughout the life cycle of this property in construction, maintenance and management.*

Sincerely!

Omar Afifeh PE
Managing Partners | PalaSeek LLP
(702)752-1413
876 Ridgecrest Drive
Carson City, NV 89705

1.0 History and Compensation

1.2 PalaSeek's Background:

PalaSeek's partners have jointly and successfully developed and delivered an astonishingly similar projects to this one! PalaSeek's partners have over 50 years of combined experience in the field of Affordable and Workforce Housing with a phenomenal track record, extremely knowledgeable, financially sound and experienced Management in providing affordable housing that meets the current and future needs of lower-income residents. **Omar Afifeh one of PalaSeek's partners identified this parcel way back for the city and inform the board of supervisors about its potential to help resolve our affordable housing issue. Moreover; Omar held separate meetings with the planning department to issue an address for the parcel and explored the challenges such as the wetland area and potential flood zone issues and shape of the parcel so we are very familiar with the property and in our heads we have always envisaged this property serving as affordable . workforce housing development.**

In addition, PalaSeek's partners have been very vibrant and active members in pushing and pursuing more Affordable Housing Bills in the state Senate and on the federal level. We have been working with Senator Catherine Cortez Masto and state senator Julia Ratti to push for more affordable workforce housing bills and we were successful just last fall in passing 3 of these bills.

1.2 Carson City Compensation for this Parcel:

PalaSeek has conducted a thorough financial feasibility and market studies on this project while taking into consideration that the value of this parcel is \$755,000. In order to provide our local residents from the applicable population with the most competitive (in relation to Reno and Dayton) and lowest rent possible we discovered and thus request, that Carson City sells PalaSeek this property for a symbolic lump sum of Ten Thousand Dollars \$10,000.00 to cover the title transfer and if there are any taxes imposed PalaSeek will be willing to pay in full to comply with all Statutes within NRS 244.284 and 244.287.

In return, PalaSeek will provide the **financial and contractual guarantees** to achieve the following objectives:

- Provide a mix of affordable to lower-income households at various levels including families with income under 80% of the average median income in Carson City and at the time of application and some allotment for income above 80% of the average median income to attract skilled labor. The total number of units will be 160.
- Provide reserved units for and/or generally available to special needs households, which may include seniors, veterans, disabled adults, homeless or at-risk households.

2.0 General Approach

2.1 Affordability:

Upon winning this parcel, PalaSeek will erect 160 units serving a range of household incomes per levels defined using the Department of Housing and Urban Development (HUD) income limits (see chart below for Carson City County). 128 of which with rent affordable for for families with income below 80% of the median average income of Carson City families at the time of the application. *Such rent will be within the guidelines established by HUD and based on the most recent census data available for this region.* 16 more units will be dedicated to low income residents with special needs including homeless veterans, elderly and individuals with disabilities and the remaining 16 units for families with income above 80% of the median average income of Carson City families at the time of the application.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Carson City, NV MSA	\$69,600	Very Low (50%) Income Limits (\$) Explanation	24,400	27,900	31,400	34,850	37,650	40,450	43,250	46,050
		Extremely Low Income Limits (\$)* Explanation	14,650	16,910	21,330	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	39,050	44,600	50,200	55,750	60,250	64,700	69,150	73,600

PalaSeek shall provide the financial and contractual guarantees that this development upon winning the parcel will serve for the sole purpose of Affordable and Workforce Housing for at least 51 years from winning the process.

The construction shall comply with all required national and international building codes and all local ordinances. Palaseek and its contractor will acquire all necessary building permits prior to construction and all required certificates of occupancy shall be

2.2 Funding and Eligibility Mechanism:

Palaseek intends to secure funding for this project through the Department of Housing and Urban Development under the 9% Program for eligible Carson City residents as follows:

i. SECTION 9 GEOGRAPHIC ACCOUNT ALLOCATIONS

After reservations are made to projects applying for Set-Aside or Additional Funding, pursuant to the rules regarding those categories and their available balances, the Division

will, according to relative populations, proportionately allocate Tax Credits to projects in each of the three geographic sub-accounts: Clark County, Washoe County, and Other Nevada Counties. The allocations will be based upon Nevada's most recent official population estimates issued by the State Demographer. The population estimates for Clark County, Washoe County, and Other Nevada Counties will be used to establish apportionment percentages for the geographic sub-accounts. Geographic allocations will be made based on the high score within each set-aside where there are sufficient available tax credits for the specific account. The Division will proportionally make Tax Credit reservations to geographic sub-accounts and, with regards to any remaining tax credits for these accounts, in the following order and subject to the Five Percent Rule:

“Other Nevada Counties” Including Carson City County: The Division will award Tax Credits to the highest scoring application until the amount of Tax Credits in the Other Nevada Counties Geographic Subaccount is fully allocated or the amount remaining in the subaccount is too small to fund the next highest scoring project. Unreserved amounts, if any, from the Other Nevada Counties Geographic Subaccount will be placed for distribution into the General Pool Account.

ii. **SECTION 10 GENERAL POOL ALLOCATIONS¹**

Allocations which have been placed in the General Pool shall be distributed according to the following manner. At the discretion of the Administrator, Tax Credits in the General Pool will be allocated to fund:

- a) The highest ranked unfunded project from the first funding round submitted in any of the geographic sub accounts, if that project can be implemented with the remaining amount of Tax Credits as represented in the application, including consideration of the Five-Percent Rule;
- b) New projects as part of a second funding round; or
- c) Projects requesting additional Tax Credits.

A partial commitment to a project with a corresponding forward commitment for the balance of credits may be made at the discretion of the Division Administrator.

iii. **ELIGIBLE PROJECTS**

SECTION 11 ELIGIBLE PROJECT CATEGORIES

This Section sets forth the eligible project categories for the awarding of tax credits for the 2019 QAP. Each applicant must select one project category for consideration by the Division for the 2019 QAP. A project may consist of scattered-site or single-site housing.

A. Projects for Individuals with Children and Families with Children

This category is based on the housing needs for predominately individuals with children and families with children. To be considered for this category, units must be made available to individuals with children and families with children. Under this project category, a maximum of 10% of the total units can be studios. The Division will make General Pool allocations based upon Division research and data driven needs analyses.

B. Senior Housing Age 55 and Older

This category is based on the housing needs for predominately individuals who are 55 years of age or older. To be considered for the category, all of the units in the project must be made available for seniors. The unit must be

intended and operated for occupancy by persons 55 years of age or older, and at least 80% of the occupied units are occupied by at least one person who is 55 years of age or older. The housing facility or community must publish and adhere to policies and procedures that demonstrate they will meet this requirement.

2.3 High-Quality Development

Through a rigorous but yet robust process, PalaSeek will prequalify a list of contractors and then short list these contractors after reviewing their RFQ's, afterwards will allow the short listed quality contractors to provide a proposal and eventually interview these contractors to provide the highest quality design, construction and experience in these types of projects. Furthermore; PalaSeek will require in the RFQ that the contractor has successfully completed 5 similar projects for the department of Housing and Urban Development. PalaSeek will only solicit construction bids from the most reputable contractors for this Development. The project shall include high quality design, materials, and construction. The architectural character will meet community expectations by engaging the community both physically and aesthetically. The Project will further comply with the standards of architecture, materials, and construction defined in the Carson City Municipal Code, Title 18 (Zoning), and Title 18 Appendix, Development Standards.

2.4 Distinctive Community Character and Input

Both of PalaSeek partners enjoyed living in Carson City and got to learn the fascinating culture of this town and will make sure this Project will attract the best skilled labor force available in the region and be compatible with the character of the neighborhood and larger community, both aesthetically and functionally. PalaSeek pledges that this project will be consistent with land use and zoning requirements.

Here is how we intend to involve the community in this process:

- Upon winning this process, PalaSeek will immediately start a **community outreach program** to all neighborhoods of this development, door-to-door and inform them about the project and invite them to a town hall open discussion.
- PalaSeek will provide the venue, some food and beverage for the local residents to participate in an open town hall discussion about the project prior to start the planning process and take their input
- PalaSeek plans on conducting these meetings regularly with the public and Homeowners associations that serve areas adjacent to this project
- PalaSeek intends to engage in regular ongoing discussions with commissioners and board members for this project.
- PalaSeek will apply where possible all positive inputs from the public and local community to enhance their experience with such projects

2.5 Local Preference

Our development will be first and for most to serve workforce housing and through a bonus points system we will require tenants to work within the Carson City boundaries to the extent possible. We will also ensure that the Project includes a preference for both Carson City residents and employees in accordance with State and Federal laws through the same point system.

2.6 Expedited Project Schedule:

As described in the process above and upon winning the parcel, PalaSeek will issue an Request for qualification or 'RFQ' and qualify design teams and contractors who ONLY successfully completed 5 or more HUD projects in this region. As part of this rigorous process we will qualify contractors and subcontractors with the best and most compressed schedule (**under 5 months of design and under 9 months of construction from beginning to end**). **Simultaneously, Senator Mike Schneider, one of PalaSeek's partners pursuing this project who is able to navigate the political waters in Carson City will be working with local officials and obtaining all necessary permits for this project.** PalaSeek will procure all the necessary entitlements, including completion of an administrative Major Project Review for the Project prior to the final development agreement approval by the Board of Supervisors per section 6.2 of the RFP.

What makes PalaSeek unique, is that Omar Afifeh, a Nevada licensed engineer, is one of the partners has worked as a contractor for 23 years and successfully completed the Design and Construction of 6 HUD project of similar size and value to this project.

November 21, 2019	Contract Award
November 22, 2019	Begin drafting RFQ's for A&E and General Contractors and notify HUD of project to start application for Funding with mortgage bank.
January 31, 2020	Procure Architect and Engineering Team
February 28, 2020	Procure General Contractor
August 27, 2020	Secure All necessary permits
September 7, 2020	Start Construction
April 19, 2021	Certificate of Occupancy
April 20, 2021	Tenants Move-In

Note: This process shall improve upon procurement of the AE and the Contractor.

3.0 Project Experience

This section is divided into 2 sections, our **Affordable Housing/ Workforce Housing and HUD Development Experience** and **Affordable Housing/ Workforce Housing Construction Experience**.

3.1 Affordable/Workforce Housing and HUD Development Experience

College Villas Senior Apartments

Located on 11 College Dr, Henderson, NV 89015, College Villas epitomizes the fact that being affordable can also mean beautiful and comfortable and most importantly, provides our most vulnerable population the dignified living that they deserve.



Development is approximately 210,000 Square feet. Overall cost of the project was \$26 Million. Debt amount (in bonds) was approximately \$13 Million. Approximately \$2 million in equity. RHF, our non-profit partner on the project managed the facility after the completion of Construction and to this day they are responsible for managing the project. After completion of this project we intend to partner with a full-time affordable housing non-for-profit property management entity. The project consists of (12) 2-bedroom units 1000 Square feet for each unit and 214 one-bedroom units varying in size from 600 to 900 square foot each. The project generated \$2,034,000 a year in rent. Team members on this project were Senator Michael Schneider and Joe Desimone (who will not be part of this team) due to his engagement in the development of a casino and Omar Afifeh was involved in the construction aspect of this project to the end. Vacancy rate is under 5% at all times after one year of construction. The project helped clean the homeless problem in the neighboring areas of Henderson Nevada and until today it helps house more and more people of our most vulnerable population.

About the project:

College villas consists of **226 LEED Gold, Net Zero Affordable Housing units dedicated for seniors** (62 years and older) who make below 60% of the average median income in that region of Southern Nevada. To develop this project, we utilized the 4% HUD program. All appliances are Energy Start appliances and the environmental impact was our top priority while developing this property.

At College Villas, we strive to promote the well-being of our residents, enrich their lives, and promote social engagement. We are committed to creating an environment where our residents can feel secure and also enjoy their independence. At College Villas, our residents enjoy wellness fairs with numerous vendors, holiday potlucks, informative educational lectures, neighborhood parties, and many more activities. We understand that the transition to a new home can be challenging, and we strive to make the process easier with our friendly staff, ongoing activities and special events, social services, and our beautiful and comfortable community. At College Villas, our mission is to provide housing options for older adults in an environment that enhances their quality of life physically, mentally, and spiritually.





Testimonials:



"I like living here because I've made great friends and the management staff is wonderful to work with. The rent is less than other apartments and shopping and doctor offices are close by."
– Nancy L.

"I like the Villas because the people are friendly and helpful. We are close to shopping and doctor offices and public transportation is really handy."
– Nandy F.

"The rent is affordable and the staff is great. The location is convenient for shopping."
– Janet G.



College Villas is a community for those who are 62 years of age or older. Our community is also for those that are disabled and require our specially designed apartments for safe and secure living. At College Villas, we help our residents maximize their independence. We do this through offering amenities that increase each resident's quality of life. At College Villas we want our residents to feel at home. We offer studio, one bedroom, and two bedroom floor plans. All of our floor plans are designed with our residents in mind. At College Villas, we strive to help each of our residents feel involved. We work with the residents to plan events and activities that enrich our resident's lives. We offer wellness programs, special events, gardening, spiritual wellness, and many more activities.





3.2 Affordable / Workforce Housing and HUD Construction Experience:

In addition to the development of Affordable and Workforce Housing, PalaSeek's team successfully constructed 5 Affordable Housing Projects. **All these projects (especially Project number 2) are environmentally friendly with Solar Generation and Energy Star fixtures.**

1. Donna Louise Apartments, completed October 2016.

Two buildings, 60 units in each building (total 120 units) Mixed Income including 40 units for seniors, 60 units for low income families and 20 units for families who make over 60% of the average median income for that region.



2. Dr. Luther Mack Jr. Senior Apartments, Completed August of 2017.

**Design/Build and the very first Net Zero (4 Mega Watts in Solar Generation)
Affordable Housing units in the nation.**



3. Senator Richard Bryan Senior Apartments, Completed in December 2014

75 Units for Low Income Seniors with vouchers for veterans.



4. Smith Williams Senior Apartments, Constructed April 2015

Located on 575 E. Lake Mead Pkwy, Henderson, NV 89015 Mixed income housing that has 27 units for Workforce Housing (families that earn slightly more than 60% of the Average median income in that region) and 70 units for families that earn less than 60% of the average median income for that region during that period.



5. Yale Keyes Senior Apartments, completed January 2018

160 Mixed Income Affordable Housing Units for Senior Citizens (55 and older).

This project included solar generation, Zero Net Energy and Energy Star rated appliances to minimize our carbon footprint and maximize our LEED compliance.



4.0 ORGANIZATION CHART

Michael Schneider
President

Omar Afifeh, PE
Project Manager

Michael Schneider will oversee the overall, funding and money appropriation process. See resume' on page 22.

Omar Afifeh will oversee the day-to-day communication and activities. See resume' on page 23

5.0 Project Approach

5.1 Discovery and Potential Challenges:

PalaSeek is not only aware of the size, challenges and limitations (a certain portion of the parcel is considered a wetland area and the elongated shape of the parcel) but as mentioned in section 1.2, PalaSeek was the first to identify this parcel to the city's Board of Supervisors as potentially able to help resolve our affordable/workforce housing development. This discovery led the city to realize that they had donated other parcels to developers for this purpose, but they never developed the land. After discovering and identifying this parcel, Omar Afifeh as an engineer and contractor had worked with the planning department a year ago to explore potential limitations such as wetlands, flood zone, assigning an address and the elongated shape of the parcel which could be challenging for some potential developments.

5.2 Development Shape:

As described in section 2.3 and illustrated in our previous work pictures, PalaSeek is planning on providing a high-quality development for Affordable/Workforce Housing, Seniors and Veterans and through the RFQ / RFP process described in that section we will recruit the most seasoned affordable housing architects to design this property. What we envisioned when we visited this parcel in 2017 a 2-story development with 2 wings, with main entry in the middle, each wing will have 80 units (40 on each floor, 20 on the North side of the wing and 20 on the south side). The development will be named after an active City Official who displays dedication to resolving the Affordable and Workforce housing problem in our city.

We will have 1-bedroom units that are 860 SF each and 2-bedroom units that are 965 SF each. We will have up to five 3-bedroom units with square footage of 1,200 SF.



5.3 Project Cost Estimate

Based on historical data and our previous developments, our current estimate that we ran for this project (data available for interview) is \$98,532 per unit so the total cost for the building is 15,765,120 but the total cost for the project will be \$18,113,000.

5.4 Long-term Maintenance and Property Management

As described in section 3.2 and similar to what we have done with College Villas, upon achieving CoO, we team up with one of our not-for-profit 501C organizations that have developed and managed thousands of affordable housing projects such as RHF to manage the property. We will employ 2 permanent full-time managers, a dedicated maintenance qualified and certified personnel with the proper tools. We will also contract on annual basis with landscape firms locally in Carson City to maintain the site.

6.0 Financial Information

PalaSeek has studied multiple options (scenarios) to ensure that if we are the winning proposal that this project moves forward and avoids what happened to Carson City in previous parcels. It is important that PalaSeek's partners have personal cash funds equity that they both pledge to invest in Carson City Housing as needed for the project. The following scenarios have been thoroughly studied by PalaSeek:

6.1 Personal Equity and HUD 4% Program Scenario:

The initial \$10,000 purchase price plus any taxes will be paid in cash funds by PalaSeek. the remainder of project we will attempt to fund it through the HUD 4% program which we have previously utilized to fund college villas. Additional equities, deposits will be paid through personal equity of PalaSeek. ***All information on this Parcel has been submitted through an initial application to Sterling Bank which is one of 2 banks PalaSeek has spoken to in order to provide a mortgage for the development. Sterling Bank has been chosen because it is responsible for over 30% of***

*mortgages for Affordable/Workforce housing in the state of Nevada and experts in ALL HUD programs including the 9%. **In addition, PalaSeek we will be using consultants and HUD Housing Consultants such as Praxis' Eric Novak to utilize all available funding venues to inject capital into the project.***

6.2 Personal Equity and HUD 9% Proposal:

PalaSeek has engaged in discussion with the census bureau and HUD in Washington, DC to change the Qualified Census limits in Carson City to include the entire property. If We are successful in this request, we will be able to pay cash for the \$10k initial offering, any additional taxes and title transfer, then utilize the 9% program in addition to personal equity and using other funds such as Sterling Bank mortgage or other banks. **In addition, PalaSeek we will be using consultants and HUD Housing Consultants such as Praxis' Eric Novak to utilize all available funding venues to inject capital into the project.**

6.3 Affordable and Workforce Housing Partners

We have engaged in post-proposal and multiple serious conversations with larger not-for-profit Affordable Housing entities who expressed willingness to fund this project in full up to \$26 Million as long as we can contract with them on revenue from the rent.

6.4 Personal Funding and Loans through Banks

We have considered the possibility of being rejected for the 4%, 9% and negotiations failure with our partners as a worst case scenario which we approached Sterling Bank with and in that case we have to use our personal equity and get a loan from them against the property (the bank will become the lien holder on the property) and fund the project that way.

6.5 Financial Pro Forma:

PalaSeek has conducted a complete Market and risk analysis study on this project but due to page limitation that document will be only provided during an interview stage. However, the following should give an idea about the outcome of our studies:

- Total cost of Construction is \$18,113,000.00
- Revenue from rent for all 160 units \$159,680.00 a month, 80% will be collectable which is \$127,744.00 a month
- Mortgage payment based on 4.25% APR is \$71,697 a month and remainder will be operation and maintenance cost and main utilities and profit of \$31,517 a month or \$378,204 a year in profit.

7.0 Key Resumes:



Legislative Biography -- 73rd (2005) Session



MICHAEL (MIKE) A. SCHNEIDER

Democrat

Clark County Senatorial

District No. 11

Real Estate Consultant, Development and Sales

E-mail: mschneider@sen.state.nv.us

Born: 1950 - McCook, Nebraska.

Educated: Bishop Gorman High School; University of Nevada (UNLV), Las Vegas, Hotel Administration; Southern Nevada School of Real Estate.

Married: Candice (Candy) H. Hill.

Children: Andrew.

Hobbies/Special Interests: Basketball, traveling, cooking, gardening.

Legislative Service:

Nevada Assembly, 1993-1995; Nevada Senate, 1997-2005—five special and seven regular sessions; Senate Minority Whip, 1997; Senate Assistant Minority Floor Leader, 1999.

Affiliations:

Board of Directors, Center for Urban Partnerships at UNLV; Community Advisory Board, Children's Hospital of Nevada Foundation; Community One Federal Credit Union; Board of Directors, Opportunity Village; Member, Gleams Foundation; Supporter, Channel 10 and KNPR Public Broadcasting; Past Member, Greater Las Vegas Association of Realtors; Nevada Association of Realtors; Southern Nevada Homebuilders Association.

Personal and Professional Achievements:

"1992 House of the Year," Home Magazine; Finalist, "Best of American Living" housing award; selected as Builder of the "Show Homes", National Association of Homebuilders Convention,

Related Experience:

Senator Michael Schneider was the developer of the College Villas Apartments in Henderson Nevada. Total Construction cost was \$26M and total number of Affordable Housing Units was 226 Units.

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Omar M. Afifeh, PE, M.S.EE
(702) 752-1413
omarafifeh@gmail.com

Education:

- Master's Degree in Electrical Engineering, University of Nevada Las Vegas:
- Bachelor's Degree in Electrical Engineering, University of New Mexico

Professional Licenses:

- Registered Professional Electrical Engineer (PE) License, California, Nevada, Texas and North Dakota Board of Professional Engineers
- Licensed General Contractor and MEP Contractor
- AHA Certificate
- LEED Accreditation
- DBIA Certification
- Certified Program Manager CM

Skills:

- Affordable and Workforce Housing Construction
- Renewable Energy Generation, Design and Construction
- Healthcare
- OSHPD - 23 years' experience
- 2-step process
- Large Hospitals Renovations
- National and International Healthcare Projects Pursuits
- United Nations Healthcare Construction Monitoring Programs
- CEO of Multi-National Corporations
- Aircrafts and Missiles Control System design
- Architectural Design, Building Design including LEED Accreditation
- Business Development
- Construction, Construction Management, Project Management Installations
- Military Design, Military Installations Construction and interaction
- Large Data Centers Design, Construction and Maintenance

Experience:

Universal Construction
CEO

February 2005 – September 2018

Completed Work & Growth Under my Leadership

Sample Projects:

- College Villas Affordable Housing
- Yale Keyes Senior Apartments
- Smith Williams Senior Apartments
- Senator Richard Bryan Senior Apartments
- Dr. Luther Mack Jr. Senior Apartments,

- Creech Airforce Base Data Center
Creech Air Force Base
Designed, built and overseen the construction of the air force Base Data center
- USCG FRC Homeport Base LA LB 6602090 USCG
Designed and built the main Command Center for F35 Aircrafts
- Nellis Airforce Base Live Ordinance Loading Area
- Creech Airforce Base DATA Center
- Fallon Naval Facility NAVFAC Central Command Tower
Design Build
- Naval Base Coronado Weapon Storage Facility
Design Build
- Kindred Transitional Care:
5650 S Rainbow Las Vegas NV
Design Build Ground up facility, work was done directly for Kindred Corporation. All systems were part of this package
- Dignity Health Hospital - Emerus:
Design Build Ground up facility, work was done directly for Kindred Corporation. All systems were part of this package
- Oracle Data Center Irvine, CA
I designed, built and continue to manage what used to be largest energy efficient data Center in the world
- P499 LCS Support Facility – Naval Base Coronado
Design Build
- P500 LCS Support Facility – Naval Base Coronado
Design Build
- Floyd Edsall Tactical Training Pad
- Floyd Edsall Building Area
- Twenty-nine Palms Temporary Lodging Facility
- Solar Projects: Universal Electric, under my design, construction supervision and leadership provided solar for over 2000 homes and commercial facilities throughout the state of Nevada California and North Dakota.

Helix Electric of Nevada**Oct 2000 - February 2005****Executive Vice President Design Build & Preconstruction**

Design, manage and oversee all Design-Build

Projects done by Helix Electric in during estimating, design and construction phases.

Sample Projects:

- California – ISO Headquarters and Data Center, Folsom, CA 280,000 Square Foot
- KNRP Adminstratvie a& Broadcast Facility Radio Station, Las Vegas, NV 26,500 Square Foot
- Lucent Technologies Data Center, Miramar, FL 245,000 Square Foot
- CalPERS Headquarters, Sacramento, Ca 55,000 Square Foot
- Thomas & Mack Switch Building, Las Vegas, NV 53,856 Square Foot
- CSOB Data Center Buildings 8 & 9 Renovation, Sacramento California 632,000 Square Foot
- Valencia/RDG Data Center Santa Ana, Ca 359,000 Square Foot
- Spherion Call Center Las Vegas, NV 11,718 Square Foot
- Nellis Air force Base F16 Aggressor Squadron Operations Infrastructure. Las Vegas, Nevada
- Nellis Air Force Base F16 Hanger Maintenance Facility. Las Vegas, Nevada
- Nellis Air Force Base F16 Aggressor Green Flag Building. Las Vegas, Nevada
- Creech Air Force Base Mission Control and Command Center. Las Vegas, Nevada
- Creech Air Force Base Dining Facility. Las Vegas, Nevada
- Fort Huachuca Army Fire Station, Fort Huachuca, Arizona United States Corps Core of Engineers
- Fort Bliss Army Fire Station, Fort Bliss, Texas United States Core Of Engineers
- New Mexico Reeves 30 Mega Watt Solar Project for First Solar. Raton New Mexico
- UMA Arizona 340 Mega Watt Solar Project with First Solar. Uma Arizona
- PNM Reeves (5) Solar Projects
- Harrah`s Hangers at McCarran airport
- Dunn rehab Hospital. Chicago Illinois
- Residence Inn Hotel. Las Vegas, Nevada
- Springhill suites Las Vegas Towers. Las Vegas, Nevada
- Springhill Suites Ontario Towers. Ontario California
- Cancun Resorts and Casino, Las Vegas, Nevada
- Vya Pipe Line Infrastructure, Vya Nevada
- Keystone Pipelines Infrastructure, Wyoming, Montana, Utah, and North Dakota

**Harris Consulting Engineers
Director of Engineering****May 1997 - Oct 2000**

Manage Electrical, Mechanical, and Plumbing design and coordination. Oversee design documents. Projects: Town Square, Thunder Valley Casino. Both of these projects are Multi Billion dollars worth, with high level of complexity in design and management.

**B&R Electric
Branch Manager****May 1996 – Oct 1997**

Ran the Company's satellite office in Las Vegas. We had a team of 6 people. We designed and built multiple projects in the city of Las Vegas, such as High Rise buildings and Condos,

Projects: East Village, Milano Midrise

7.2 References:

- **Greg Thomas, Executive Vice President of Development and Construction**, Kindred Healthcare; (502) 407-6684
- **Tim Huber, CEO of Ramsey Development**; Largest Healthcare developer in Midwest (812) 457-8104

