

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 1

DRAFT

A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, November 3, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

Mayor Lori Bagwell
Supervisor Stacey Giomi, Ward 1
Supervisor Maurice White, Ward 2
Supervisor Stan Jones, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:

Nancy Paulson, City Manager
Stephanie Hicks, Deputy City Manager
Todd Reese, Senior Deputy District Attorney
Tamar Warren, Senior Deputy 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

(8:30:33) – Mayor Bagwell called the meeting to order at 8:30 a.m. Ms. Warren called roll and noted the presence of a quorum. Hope Crossing Community Church Pastor Nick Emery provided the invocation. At Mayor Bagwell’s request, Chief Deputy Assessor Kimberly Adams led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:34:09) – Mayor Bagwell entertained public comments and announced that item 23.A would not be heard during this meeting because none of the applicants were able to attend the meeting. She also stated that the cable television live broadcast was not available at this time and that Charter Communications was working on the issue.

(8:34:54) – William “Scott” Hoen encouraged members of the public to “go out and vote.” He also introduced himself as a candidate for the position of Carson City Clerk-Recorder and referenced a direct mail piece he had received regarding “real estate fraud, one of the fastest growing cybercrimes in America.” Mr. Hoen encouraged homeowners in Carson City to register for the City’s Property Notification Alert System and register their homes to receive alerts when “anything is recorded against their particular property.” He encouraged all homeowners to enroll and be automatically notified of any recording activity against their properties through the City’s website or by visiting www.titlealert.net. Mayor Bagwell noted that the URL was also featured on the City’s website.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – OCTOBER 6, 2022

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 2

DRAFT

(8:37:44) – Mayor Bagwell introduced the item and indicated that she had provided two corrections earlier. She also entertained comments, corrections, or a motion.

(8:37:56) – Supervisor Giomi moved to approve the minutes of the October 6, 2022 Board of Supervisors meeting as amended. The motion was seconded by Supervisor Jones and carried 5-0-0.

7. SPECIAL PRESENTATIONS

7.A PRESENTATION OF A PROCLAMATION TO RECOGNIZE THE WEEK OF NOVEMBER 7-13, 2022 IN SUPPORT OF OPERATION GREEN LIGHT FOR VETERANS.

(8:38:36) – Mayor Bagwell introduced the item and invited the veterans present in the room to join her as she read into the record a proclamation, incorporated into the record, supporting Operation Green Light for Veterans during the week of November 7-13, 2022 and invited the community members to participate in placing a green light outside their residences and businesses. Veteran and Supervisor Jones also congratulated the veterans who joined the Board for a commemorative photograph.

7.B PRESENTATION OF A PROCLAMATION RECOGNIZING THE WEEK OF NOVEMBER 13-19, 2022 AS NEVADA FLOOD AWARENESS WEEK.

(8:44:26) – Mayor Bagwell invited the Public Works Department Staff to join the Board as she read into the record a proclamation, incorporated into the record, to recognize November 13-19, 2022 as Flood Awareness Week. Floodplain Manager Robb Fellows stressed the importance of awareness and preparedness for floods and Public Works Director Darren Schulz recognized Mr. Fellows' dedication for over 30 years to living in, recreating in, and protecting the Carson Watershed. He also noted that Mr. Fellows planned to retire early next year and thanked him for his service to the City.

CONSENT AGENDA

(8:50:24) – Mayor Bagwell introduced the item and inquired whether the Board or members of the public wished to pull items from the Consent Agenda; however, none were forthcoming. She then entertained a motion.

(8:50:36) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 8.A, 8.B, 9.A, 10.A, 11.A, 12.A, and 13.A as presented. Supervisor Jones seconded the motion.

RESULT:	APPROVED (5-0-0)
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Jones
AYES:	Supervisors Giomi, Jones, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 3

DRAFT

8. ASSESSOR

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FOR PARTIAL REMOVAL OF REAL PROPERTY TAXES FOR FISCAL YEAR ("FY") 2022/2023 FROM ASSESSOR'S PARCEL NUMBER ("APN") 010-281-41 (SEC 9, T14N, R20E NE4 SE4), PER NRS 361.055 IN THE AMOUNT OF \$195.76, AND AUTHORIZATION FOR A REFUND OF TAXES IN THE AMOUNT OF \$195.76.

8.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FOR REMOVAL OF REAL PROPERTY TAXES IN THE AMOUNT OF \$499.80 FROM THE REAL PROPERTY TAX ROLL AND AN ADJUSTMENT IN PENALTIES AND INTEREST IN THE AMOUNT OF \$17.49 FOR FISCAL YEAR ("FY") 2022/2023 FOR THE PROPERTY LOCATED ON SEAN DRIVE (COMMON AREA), ASSESSOR'S PARCEL NUMBER ("APN") 009-603-14, PER NRS 361.765 FOR A TOTAL OF \$517.29.

9. COMMUNITY DEVELOPMENT

9.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF HEATHER FERRIS, AICP, PLANNING MANAGER, AS A HEARING EXAMINER UNDER CARSON CITY MUNICIPAL CODE ("CCMC") 18.02.052 TO REVIEW ADMINISTRATIVE PERMITS RECEIVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT.

10. FINANCE

10.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 21, 2022, PER NRS 251.030 AND NRS 354.290.

11. HEALTH & HUMAN SERVICES

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ACCEPTANCE OF THE COVID-19 IMMUNIZATION ROUND 3 SUBGRANT FROM THE STATE OF NEVADA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH ("STATE"), IN THE AMOUNT OF \$417,586 REIMBURSED IN FISCAL YEAR ("FY") 2023, EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

12. PARKS RECREATION, AND OPEN SPACE

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A LIMITED INDEMNITY AGREEMENT ("AGREEMENT") BETWEEN CARSON CITY AND GREENLAW CARSON CITY OWNERS, LLC ("INDEMNITOR") AS REQUIRED BY THE AMENDED EASEMENT, GRANT OF LIMITED PARKING RIGHTS AND RECOGNITION OF

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 4

DRAFT

COLLATERAL AGREEMENTS ("AMENDED EASEMENT") DATED DECEMBER 20, 2001 AND RECORDED IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA AS FILE NO. 271522, WHICH PROVIDES FOR INDEMNITOR'S LIMITED USE OF A PORTION OF CITY PARKING SPACES AT GOVERNOR'S FIELD AND LIMITED INDEMNIFICATION OF CITY IN THE AMOUNT OF \$2,000,000, AND TO AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

13. SHERIFF

13.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE AWARD OF A GRANT FROM THE FISCAL YEAR ("FY") 2020 U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, ("BJA") NORTHERN AND MIDDLE STATES RURAL LAW ENFORCEMENT TRAINING AND TECHNICAL ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF \$57,743.99, EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023, AND AUTHORIZATION FOR THE SHERIFF TO SIGN THE GRANT AGREEMENT.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

No items were pulled from the Consent Agenda.

15. RECESS AS THE BOARD OF SUPERVISORS

(8:51:23) – Mayor Bagwell recessed the Board of Supervisors' meeting.

LIQUOR AND ENTERTAINMENT BOARD

16. CALL TO ORDER & ROLL CALL - LIQUOR AND ENTERTAINMENT BOARD

(8:51:32) – Chairperson Bagwell called the meeting to order at 8:51 a.m. Roll was called and a quorum consisting of Chairperson Bagwell, Member Furlong, Member Giomi, Member Jones, Member Schuette, and Member White was present.

17. PUBLIC COMMENT

(8:51:50) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

18. FOR POSSIBLE ACTION: APPROVAL OF MINUTES - APRIL 7, 2022

(8:52:02) – Chairperson Bagwell introduced the item and entertained comments/corrections and when none were forthcoming, a motion.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 5

DRAFT

(8:52:10) – Member Giomi moved to approve the minutes of the April 7, 2022 Liquor and Entertainment Board meeting. Member Jones seconded the motion.

RESULT:	APPROVED (6-0-0)
MOVER:	Member Giomi
SECONDER:	Member Jones
AYES:	Members Giomi, Furlong, Jones, Schuette, White, and Chair Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

19. COMMUNITY DEVELOPMENT

19.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF HEATHER FERRIS, AICP, PLANNING MANAGER, AS A LIQUOR LICENSE HEARINGS OFFICER.

(8:52:29) – Chairperson Bagwell introduced the item and entertained Board and/or public comments; however, none were forthcoming. She also entertained a motion.

(8:53:04) – Member Schuette moved to appoint Heather Ferris as a [Liquor License] Hearings Officer. Member Giomi seconded the motion.

RESULT:	APPROVED (6-0-0)
MOVER:	Member Schuette
SECONDER:	Member Giomi
AYES:	Members Giomi, Furlong, Jones, Schuette, White, and Chair Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

20. PUBLIC COMMENT

(8:53:38) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

21. FOR POSSIBLE ACTION: TO ADJOURN AS THE LIQUOR AND ENTERTAINMENT BOARD

(8:53:50) – Chairperson Bagwell adjourned the Liquor and Entertainment Board meeting at 8:53 a.m.

22. RECONVENE AS THE BOARD OF SUPERVISORS

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 6

DRAFT

(8:53:54) – Mayor Bagwell reconvened the Board of Supervisors meeting. A quorum was still present.

23. CITY MANAGER

23.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF ONE MEMBER TO THE CARSON CITY OPEN SPACE ADVISORY COMMITTEE FOR A PARTIAL TERM THAT WILL EXPIRE IN JANUARY 2024.

This item was not discussed, per Mayor Bagwell's announcement during public comment.

24. FINANCE

24.A PUBLIC HEARING: FOR DISCUSSION ONLY: PUBLIC HEARING REGARDING THE PROPOSED ISSUANCE BY CARSON CITY, NEVADA OF ITS GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000 FOR THE PURPOSE OF ACQUIRING, ESTABLISHING, CONSTRUCTING, EXPANDING, IMPROVING AND EQUIPPING CERTAIN INFRASTRUCTURE PROJECTS AND PAYING THE RELATED ISSUANCE COSTS.

(8:54:13) – Mayor Bagwell introduced the item. Chief Financial Officer (CFO) Sheri Russell-Benabou referenced the Staff Report and supporting documentation, incorporated into the record, and offered to respond to questions. Mayor Bagwell was informed that per the information received from the Bond Counsel, the interest rate would still be within the projected five percent, even with the 90-day waiting period which started immediately. This item was not agendized for action,

(8:56:24) – Ms. Sullivan noted that the applicant for items 25.A and 25.B was not yet present, and Mayor Bagwell recommended moving on to item 25.C.

25. COMMUNITY DEVELOPMENT – PLANNING

(10:46:37) – Mayor Bagwell introduced items 25.A and 25.B, which would indicate that both items would be discussed concurrently; however, they would be acted upon separately. Planning Manager Heather Ferris introduced the subject property and reviewed the Staff Reports with the accompanying documents which are incorporated into the record. Ms. Ferris noted that the Planning Commission had been able to make the three findings in the affirmative and had recommended approval [by a vote of 6-1-0] of the Zoning Map Amendment (item 25.A). She stated that the Commission had also recommended approval of the Tentative Subdivision Map (item 25.B) [by a vote of 6-1-0], based on the findings included in the staff report and subject to the conditions of approval. Ms. Ferris noted that applicant representative John Krmpotic was available to respond to questions.

(10:53:04) – Supervisor Giomi inquired about parking and wished to understand the parking restrictions that might arise from having 20-foot driveways. Mr. Krmpotic informed Supervisor Giomi that an 18-foot-long Yukon XL would fit in the driveway. Mayor Bagwell entertained public comments; however, none were

CARSON CITY BOARD OF SUPERVISORS**Minutes of the November 3, 2022 Meeting****Page 7****DRAFT**

forthcoming. She thanked Mr. Krmpotic for working with the Planning Commission and the community in advance to address their issues. Supervisor White thanked the applicant for his work; however, he explained that he would not be supporting the items because he did not believe it was appropriate to make zoning changes outside the Master Plan review. Mayor Bagwell clarified for the record that the project met the Master Plan. She also acknowledged the receipt of several emails as public comment and invited Development Engineering Senior Project Manager Stephen Pottéy to respond to the water pressure inquiries by Bob and Marinka Willig. Mr. Pottéy explained that the subject property was in a different pressure zone and would not be affected by any pressure issues. Supervisor Giomi requested reaching out to the Willigs and alleviate their concerns. Mayor Bagwell entertained appropriate motions for the items below.

25.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FROM KP INVESTORS, LLC (“APPLICANT”) TO INTRODUCE, ON FIRST READING, AN ORDINANCE AMENDING THE ZONING MAP TO CHANGE THE ZONING FROM SINGLE-FAMILY 12,000 (“SF12”) TO SINGLE-FAMILY 6,000 (“SF6”), FOR AN 8.41-ACRE PARCEL LOCATED AT 1051 N ORMSBY BLVD., ASSESSOR’S PARCEL NUMBER (“APN”) 001-241-14.

(11:03:02) – Supervisor Jones moved to introduce, on first reading, Bill No. 123. Supervisor Giomi seconded the motion.

RESULT:	APPROVED (4-1-0)
MOVER:	Supervisor Jones
SECONDER:	Supervisor Giomi
AYES:	Supervisors Giomi, Jones, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

25.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FROM JOHN KRMPOTIC (“APPLICANT”) FOR A TENTATIVE SUBDIVISION MAP (SUB-2022-0375) KNOWN AS ASH CANYON SF TO CREATE 41 SINGLE-FAMILY RESIDENTIAL LOTS ON AN 8.41-ACRE PARCEL ZONED SINGLE-FAMILY 12,000 (“SF12”), LOCATED AT 1051 N ORMSBY BLVD., ASSESSOR’S PARCEL NUMBER (“APN”) 001-241-14.

(11:03:34) – Supervisor Jones moved to approve the tentative subdivision map as presented. Supervisor Giomi seconded the motion.

RESULT:	APPROVED (4-1-0)
MOVER:	Supervisor Jones
SECONDER:	Supervisor Giomi
AYES:	Supervisors Giomi, Jones, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 8

DRAFT

25.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FROM ANDERSEN-COLARD RANCH ENTERPRISES, LLC (“APPLICANT”) CONCERNING A TENTATIVE SUBDIVISION MAP (SUB-2022-0374) KNOWN AS ANDERSEN RANCH WEST, TO CREATE 61 SINGLE-FAMILY RESIDENTIAL LOTS AND A 50.33-ACRE REMAINDER PARCEL WITH AN EXISTING RESIDENCE ON AN ±80.53 ACRE SITE ZONED SINGLE FAMILY 1 ACRE (“SF1A”) AND SINGLE FAMILY 12,000 SQUARE FEET (“SF12”), LOCATED WEST OF ORMSBY BOULEVARD AND NORTH OF KINGS CANYON ROAD, ASSESSOR’S PARCEL NUMBERS (“APNS”) 009-012-20 AND -21.

(8:57:09) – Mayor Bagwell introduced the item. Associate Planner Heather Manzo presented the Staff Report and the accompanying documentation, which are incorporated into the record. She highlighted that during its September 28, 2022 meeting, the Planning Commission had recommended denial of the request by a 6-1 vote based on their inability to make Findings 6, 8, and 11. Ms. Manzo explained that the applicant had provided a revised plan, incorporated into the record, to address the Planning Commission’s concerns. She noted that regarding Finding No. 8, they had proposed eliminating one of the two Ormsby Boulevard access points and aligning the other with the southern access point of the Ash Canyon Project. Ms. Manzo stated that the applicant planned to present, and that Fire Department and Public Works representatives were also available to answer the Board’s questions.

(9:03:38) – Development Engineering Senior Project Manager Stephen Pottéy addressed the following concerns raised by members of the public: Federal Emergency Management Agency (FEMA) flood zone, drainage, the potential increase in stormwater runoff, and water pressure. He acknowledged the existence of a FEMA flood zone that affects the subject subdivision, which must meet the Carson City Municipal Code (CCMC) requirement regarding developments in flood zones and be approved by FEMA. Mr. Pottéy noted that stormwater runoff is also subject to CCMC requirements and that the decrease in water pressure is experienced in the area during “peak irrigation times,” however, the pressure zones for the two new subdivisions would be controlled by valves that regulate the water pressure. Ms. Manzo informed Supervisor White “to the south of the proposed subdivision and to the north of the half-street improvements on Kings Canyon” Staff has recommended Condition No. 20 (incorporated in the Staff Report) to read:

“Prior to the approval of any site improvement permit or final subdivision map, the applicant shall demonstrate that a deed restriction has been recorded limiting the density of the remainder parcel. Based on the current allowable density of the overall subject site, as determined by the zoning districts, the maximum allowable remaining density for the ±50.33-acre remainder parcel shall be limited to 71 residential units. This limitation and associated deed restriction shall be noted on the final map.”

(9:10:16) – Supervisor Jones believed that “Washington Street should be extended into the project.” Mr. Pottéy also informed Supervisor Jones that the Washington Street to Winnie Lane extension would not happen for 10 years. Attorney Mark Forsberg, representing property owners Dennis and Kim Collard, explained to Supervisor Jones that the developers had “every intention of complying with every requirement there is for dust control and other things.” Ms. Manzo explained that the construction hours specified in Condition No. 9 are already incorporated into the CCMC.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 9

DRAFT

(9:13:13) – Supervisor Giomi expressed concern about traffic and believed that most of the drivers would take Ormsby Boulevard instead of backtracking. He preferred better connectivity and the extension of Washington Street. He believed that each developer was looking into the traffic issues independently and wished to see the City’s traffic engineer evaluate them collectively. Mr. Pottéy clarified that “in the event that the neighboring subdivision is also approved, their traffic impact study does have to be updated to include that traffic,” including the existing Anderson Ranch development. Supervisor Giomi also noted that to him CCMC Chapter 17.10 meant developed common open space, not earmarked for development and with deed restrictions, which was the case with this development.

(9:19:20) – Supervisor Schuette agreed with Supervisor Giomi’s comments and inquired whether the modifications brought forward by the developer should be returned to the Planning Commission. She also believed that the developer’s response did not address all the concerns brought forward in the Planning Commission meeting. Mr. Forsberg noted that the Planning Commission had already made its decision.

(9:21:53) – Mayor Bagwell was also concerned that no open space component plan had been provided by the developer; however, it was being used to transfer density and did see the application of the CCMC Chapter 17.10’s benefit. She noted that the 50 acres did not explain “what this project brings that meets the 17.10 spirit.” Mr. Forsberg believed that the trail system surrounding the entire subdivision benefited the City. He believed that the focus of the Board had been on the Purpose section of the CCMC 17.10: *[The purpose of this chapter is to set forth regulations to permit variation of lot size, including density transfer (cluster) subdivisions, in order to preserve or provide open space, protect natural, cultural and scenic resources, achieve a more efficient use of land, minimize road building and encourage stable, cohesive neighborhoods offering a mix of housing types.]* had been the focus of the interpretation and to add other requirements “would be the kind of thing that exceeds your discretion, I think.” Mr. Forsberg believed that his clients “have met every single item set forth in the ordinance,” adding that he believed “Open Space” could mean public or private open space. He noted that the 50 acres designated as open space were intended by the property owners “to preserve the heritage portion of the ranch in perpetuity.” Mr. Forsberg also stated that years ago the owners had approached the City to designate the particular open space as an easement, but the City had been “disinterested.” He attributed the resistance of the public to their wishes of preserving the land “as it is” which, he believed, is not an option as the property was already zoned, and no density was being added to the parcels, per the deed restriction.

(9:31:55) – Mayor Bagwell indicated that the Board was “allowed to determine whether or not the development meets the components as we see them,” adding that the Board had taken its role “very seriously” as they had read all the documentation and had approved other developments. The Mayor explained, “I don’t know that I can say that this project meets what I think are all the opportunities and constraints for the common open space, appropriate access points, and analysis of those points based upon existing and proposed streets and highways and site opportunities and constraints.” She complimented the Staff for all their work and noted that the Board does not “rubber stamp” all the Staff recommendations. Mayor Bagwell suggested that the applicant extend the date deadlines and send the proposal back to the Planning Commission (since they had not seen the revised proposal) and give Mr. Forsberg time to work with the public and the alignment of the streets. Mr. Forsberg believed that they had addressed the Planning Commission’s concern that there was “no way out of the 50-acre parcel if Kings Canyon were inaccessible for some reason.” He also disagreed that [CCMC] 17.10 “gives any board the discretion to insist upon conditions that aren’t set forth in the Ordinance,” adding that they were now hearing vague requests “that there be more. What more? What is the standard that we’re to meet?” He stated

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 10

DRAFT

that there were concerns about traffic should the streets be aligned during the Planning Commission meeting. Mr. Forsberg indicated they were giving up 31 home spaces in the 50-acre parcel.

(9:40:01) – Supervisor Jones inquired about changing the project egress and connecting Washington Street to the project. Mr. Forsberg believed that it would cause complaints from the residents; however, he was willing to discuss it with his team. Mayor Bagwell reiterated her recommendation to return the proposed revision to the Planning Commission and noted that “they work extremely hard to get to a ‘yes’,” adding that their role is to ensure it’s “a good project.” Mr. Forsberg believed that the revisions have resolved the issues raised by the Planning Commission; however, Mayor Bagwell noted that the Planning Commission had not seen their revised plan. She also noted that by returning to the Planning Commission the applicant did not have to pay the fees again should their request be denied by the Board. Mr. Forsberg believed “we’re shooting at an ever-shifting target. Your expression of what you think this ordinance means, means that we can go back to the Planning Commission and we can come to this Board and you can tell us again we don’t agree with your interpretation of 17.10 and we don’t agree with what our staff told us and what their staff told me, our team, that we had met the requirements of 17.10. So, what is our target? What is it that we have to do to satisfy you? We have no idea. As you’ve just said, we don’t know what will satisfy the Planning Commission. All we can do is come back to you and say: the things they brought up, we fixed them.” Mayor Bagwell explained that the City had a standard review process, and it must be cleared by the other City departments.

(9:48:45) – Supervisor White noted that per the Assessor’s website, historically taxes had been paid for Single Family One Acre zoning. Ms. Manzo clarified that “the southern part of the property is split-zoned.” She also explained that the Assessor’s map did not show the split zoning; however, the maps in the supporting documentation were correct. She stated that the two parcels that were part of the overall site and the entire 80 acres had the potential to be developed as 132 units. Supervisor Giomi objected to Mr. Forsberg’s comment that “everyone wants to see [the land] as an open field.” He noted that the public’s objection is about the density. He also did not believe that CCMC 17.10 was met and that it was a well-thought-out development.

(9:54:51) – Applicant representative Dave Snelgrove introduced himself as the Planning and Right-of-Way Manager for CFA, Inc. and reviewed the project map, incorporated into the record. He believed that the property owners planned to continue the ranching activity. He reviewed the proposed open space area and believed it would meet the Purpose section of CCMC 17.10. He highlighted the connectivity of the Mountain Street trails to the public lands as the “tradeoff” to the City. Mr. Snelgrove cited CCMC 17.10.046 noting that it listed the code requirements of the volume of minimum open space and pointed out on the map that they had met and exceeded the code requirements. He also noted that they were trying to be responsive to the Planning Commission’s comments with the provided redesign, including appropriate traffic calming measures. Mr. Forsberg clarified that they had modified their traffic study after consulting (and sharing the cost) with the neighboring Ash Canyon development project (items 25.A and 25.B). He also requested a recess after public comments to have a discussion with his client. Mayor Bagwell entertained public comments.

(10:06:011) – Paul Longshore introduced himself as a West Washington Street resident and thanked the Board for their service. Mr. Longshore noted that they had invested in beautifying their home with the knowledge that it was in the Single Family One Acre zoning. He did not object to the development but was concerned about the high-density project. He urged the Board not to vote against the decision of the Planning Commission.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 11

DRAFT

(10:09:40) – Brian Ferenz introduced himself as a resident living on the “northwest corner of this development.” Mr. Ferenz believed that “the developer got it completely wrong when he said we’ve met every line of the open space letter of the law.” He commended the Board for asking questions and believed it was the Board’s job to “maintain its [open space] purpose and intent.” Mr. Ferenz believed that the developer was “changing the zoning” and was certain that most drivers would utilize the shortest distance, including his neighborhood.

(10:14:01) – Joe Lachew introduced himself as a Carson City resident since 1962 and recommended “coving” which he described as an open area with homes around the open space. He provided drawings to the Board as a recommendation, and he wished to ensure promoting hiking and bicycling as promotable activities associated with the Lincoln Highway.

(10:17:20) – Jeff Foltz agreed with the Board to return the item to the Planning Commission, acknowledging that the Board correctly had relied on the expertise of the Commission. He believed the project “should not be done in a hurry” and encouraged the applicant to take the time to do “a proper redesign,” noting that they had only addressed one of the Commission’s concerns.

(10:19:00) – Heather Coe explained that her family owned many properties in the area. She had attended the Planning Commission meeting and relayed conversations with many residents who were opposed to the project. She encouraged the Board to adhere to the Master Plan, adding that the residents wished to see the neighborhood safe and consistent. She recalled the difficulty of exiting the area after the Waterfall Fire and after area school events. She was also in favor of returning the item to the Planning Commission for a recommendation.

(10:22:15) – There were no additional public comments. Per the applicant’s earlier request, Mayor Bagwell recessed the meeting.

(10:33:10) – Mayor Bagwell reconvened the meeting. A quorum was still present.

(10:33:23) – Mr. Forsberg explained that after conferring with his client and “out of respect for the process” they would agree to return the item to the Planning Commission.

(10:34:02) – Supervisor White recommended upholding the Planning Commission’s denial of the project as it did not “fit the letter of the law that [CCMC] 17 provides. It says that in 17.10.020 that common open space is to be designed to be integral to the project.” He was unclear about what the developer intended to do with the open space as they had mentioned keeping it open space or possibly developing it later. Mayor Bagwell and Supervisor Schuette were in favor of returning the item to the Planning Commission. The Mayor also encouraged the developer to specify the use of the open space or work with the Open Space Department to look at opportunities that the City might have. Mr. Reese noted that a motion referring the item back to the Planning Commission would be necessary. Mayor Bagwell entertained a motion.

(10:40:05) – Supervisor White moved to deny the Tentative Subdivision Map. Supervisor Giomi seconded the motion. Supervisor Schuette cited the emergency evacuation issues stating she would vote against the motion.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 12

DRAFT

RESULT:	FAILED (2-3-0)
MOVER:	Supervisor White
SECONDER:	Supervisor Giomi
AYES:	Supervisors Giomi and White
NAYS:	Supervisors Jones, Schuette, and Mayor Bagwell
ABSTENTIONS:	None
ABSENT:	None

(10:45:35) – Mayor Bagwell moved to refer this application back to the Planning Commission at the concurrence of the applicant. Supervisor Schuette seconded the motion.

RESULT:	APPROVED (4-1-0)
MOVER:	Mayor Bagwell
SECONDER:	Supervisor Schuette
AYES:	Supervisors Giomi, Jones, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

26. 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

(11:04:12) – Mayor Bagwell entertained Board and Staff comments. Ms. Paulson thanked the election workers including City Staff and the volunteers, noting that “everything seems to be running smoothly.”

(11:04:50) – Supervisor Giomi thanked the Parks and Recreation staff for the great Boonanza event, calling it “spooktacular” and “one of the premier events in town.” He also thanked all the businesses that supported the event. Additionally, Supervisor Giomi praised Public Works, Muscle Powered, Waste Management, and all the volunteers for the cleanup after the Nevada Day Parade, noting that “the next day it looked like nothing happened.” He also believed “this year was the busiest Nevada Day in a long time.” Mayor Bagwell commented that it was a safe one as well, and without any arrests related to Nevada Day.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL

CARSON CITY BOARD OF SUPERVISORS

Minutes of the November 3, 2022 Meeting

Page 13

DRAFT

(11:06:42) – Mayor Bagwell indicated the closed session would take place after adjournment (item 28).

27. PUBLIC COMMENT

(11:06:51) – Mayor Bagwell entertained final public comments. Mr. Longshore thanked the Board for their service and thanked Supervisor White for “sticking to the zoning.” He regretted that Carson City was getting “densely populated” and urged the Board “to keep doing what you’re doing but stick to the zoning.”

28. FOR POSSIBLE ACTION: TO ADJOURN

(11:07:52) – Mayor Bagwell adjourned the meeting at 11:07 a.m.

The Minutes of the November 3, 2022 Carson City Board of Supervisors meeting are so approved on this 1st day of December 2022.

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Jason D. Woodbury, District Attorney

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed amended and restated contract with the law firm of Lemons, Grundy & Eisenberg ("LGE") for legal services relating to The Travelers Indemnity Company's ("Travelers") provision of insurance to Carson City and Carson City's claims against Travelers for an additional amount of \$50,000.01, resulting in a new total not to exceed amount of \$100,000, and to authorize the City Manager and District Attorney to execute the contract. (Jason Woodbury, jwoodbury@carson.org)

Staff Summary: This item is for review and possible approval of an engagement letter to allow LGE to continue its representation of Carson City for the prosecution of claims against Travelers for failing to provide Carson City liability coverage as required by binding contracts for insurance with respect to certain claims by third-parties against Carson City that were litigated and settled in 2019-2020.

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

Proposed Motion

I move to approve the contract and authorize the City Manager and District Attorney to execute it.

Board's Strategic Goal

Efficient Government

Previous Action

October 21, 2021 (Item 14A): The Board of Supervisors ("Board") authorized the City Manager and District Attorney, through LGE, to initiate and prosecute litigation of the claims against Travelers.

November 19, 2020 (Item 17A): The Board approved a settlement in the amount of \$125,000 to resolve similar litigation threatened by another plaintiff.

November 21, 2019 (Item 17A): The Board approved a settlement to resolve litigation in a case entitled Jane Doe v. Carson City et al., case number 3:18-cv-428-LRH-WGC in the United States District Court for the District of Nevada that required Carson City to pay the plaintiff \$505,000.

Background/Issues & Analysis

In 2019 and 2020, this Board authorized settlement of claims by third-parties relating to damages sustained by minors as a result of participation in a recreational program administered by Carson City. Carson City was insured by Travelers at the time. A dispute between Carson City and Travelers arose regarding the limits of liability coverage available with respect to the claims. On August 29, 2019, LGE was retained by the City

Manager as coverage counsel to represent Carson City in regard to its dispute with Travelers. In compliance with the limitation of the City Manager's authority to contract for services, the fees and costs incurred by Carson City pursuant to the August 29, 2019 engagement were limited to an amount not to exceed \$49,999.99. On October 21, 2021, the Board authorized the litigation of claims against Travelers. On December 19, 2021, LGE filed a Complaint on behalf of Carson City against Traveler's, and the case has been in litigation since. To date, a total of \$49,339.50 has been paid by Carson City to LGE pursuant to the August 29, 2019 engagement. The litigation is still pending, and the costs and fees required to pursue the litigation through adjudication will exceed the \$50,000 limit on the City Manager's authority.

LGE has prepared a new engagement letter dated September 12, 2022, which is presented in this item for the Board's review and possible approval. Through the engagement letter, Carson City will pay the rate of \$250 per hour for partners, \$200 per hour for associate attorneys and \$100 per hour for paralegals plus related legal expenses and court fees. The engagement letter may be terminated at any time. This item authorizes the payment of up to \$100,000 to LGE, of which \$49,339.50 has already been paid for legal services since 2019.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.165; and Carson City Charter § 1.070

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Insurance Fund, Professional Services 5900745-500309

Is it currently budgeted? No

Explanation of Fiscal Impact: Carson City will pay LGE at the rates of \$250 per hour for partners, \$200 per hour for associates and \$100 per hour for paralegals for legal representation in the above-referenced case. Carson City will also be obligated to reimburse LGE for costs incurred relating to the litigation. The current available budget is \$27,988, and if approved, an additional \$25,000 will be augmented from available working capital during the first round of budget augmentations.

Alternatives

Do not approve the proposed agreement and/or provide alternative direction.

Attachments:

[20190829 LGE Engagement Letter.pdf](#)

[20220912 LGE Engagement Letter.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

LEMONS, GRUNDY & EISENBERG

experience + results

Attorneys at Law

6005 Plumas Street

Third Floor

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David R. Grundy *

Robert L. Eisenberg

Christian L. Moore

Alice Campos Mercado

Douglas R. Brown

Todd R. Alexander

Caryn S. Tijsseling

Dane A. Littlefield

Sarah M. Molleck

* OF COUNSEL

Via E-Mail

Jason Woodbury
Carson City District Attorney
885 East Musser Street
Suite 2030
Carson City, NV 89701
jwoodbury@carson.org

**Re: City of Carson re: Traveler's Insurance
Our File No. 90.8832**

Dear Mr. Woodbury:

We are pleased to welcome the Carson City, a consolidated municipality, a political subdivision of the State of Nevada ("Carson City") as a client of Lemons, Grundy & Eisenberg, P.C. (the "Firm"). As we have discussed, this letter will confirm our discussions regarding your engagement of our firm.

1. Legal Services and Scope of Work

We appreciate the opportunity to serve you. Our goals are to provide you with legal services of the highest quality and efficiency and to help you accomplish your objectives. You have asked us to review and provide advice concerning coverage determinations made by Traveler's Insurance regarding two litigated matters involving the Carson City. That litigation is now pending in the United States District Court for the District of Nevada as case numbers 3:18-cv-428-LRH-WGC (*Doe v. Carson City et al.*) and 3:18-cv-00538-LRH-WGC (*Doe et al. v. Carson City*).

Our relationship should begin with a mutual understanding of expectations and should continue with full and candid communications between us throughout the course of our representation. Please let me know promptly if you have questions at any time regarding any aspect of our firm's work for you.

The scope of our work may evolve in accordance with discussions or correspondence with you from time to time. To the extent that additional services are requested by you and agreed upon by us, the terms in this letter will apply to such additional services, unless superseded by another written agreement between us.

L
G
E

Jason Woodbury

August 29, 2019

Page 2

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interest in the above matter.

2. Persons Responsible

Within our firm, Douglas R. Brown will be primarily responsible for this engagement. There may be occasions when your interests would best be served by involving other attorneys or paralegals within our firm. We will advise you of proposed staffing assignments involving other attorneys or paralegals and will work with you to decide on the staffing most appropriate to meet your needs and expectations.

Please let me know promptly if any questions arise about the services provided to you by anyone at our firm, or about any billing that you receive from us, so that we can act appropriately.

3. Rates, Fees and Charges

Our fees are based primarily upon the time spent by our lawyers and paralegals on your behalf. Each lawyer and paralegal assigned to this matter will have an hourly billing rate, and the rate multiplied by the number of hours spent, measured in tenths of hours, will be the basis for determining our fee. The Firm will bill you for time incurred by myself and other partners at the rate of \$250 per hour, for associate attorneys at the rate of \$200 per hour, and paralegals at the rate of \$100 per hour.

We have not requested a retainer for payment in advance for any of our services. We will, however, provide you with monthly statements showing the charges and the current balance of the account in your name.

We may include on our bills charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone, facsimile and filing fees. Fees and expenses of others whom we might retain only with your permission (such as consultants, experts, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times during the course of our representation. Following any such revision, our new rates and charges will be applied to your account and this letter constitutes written notice to you of our right to make such revisions.

Carson City will not be billed in excess of \$49,999.99 under this Engagement Letter. At such time as it appears reasonably likely that total charges in this matter will exceed that amount,

Jason Woodbury

August 29, 2019

Page 3

we will notify you. We understand that any contract exceeding \$49,999.99 must be approved by the Carson City Board of Supervisors.

4. Roles of Attorney and Client

Our responsibilities under this agreement are to provide legal counsel and assistance to you in accordance with this letter and with our ethical responsibilities under Nevada law and court rules.

We hope that you will be clear and complete in your communications with us and will extend your reasonable assistance and cooperation to us. We want you to keep us informed of developments related to this representation.

You will, of course, always be entitled to seek independent counsel regarding the terms of our engagement or any aspect of our retention. We emphasize that you remain completely free to seek independent counsel at any time, for any reason, even if you decide to sign the consent below.

5. Client Files and Retention

In the course of our representation we shall maintain a file. In such file we may place correspondence, administrative pleadings, deposition transcripts, exhibits, physical evidence, experts' reports, and documents you provide to us and other items reasonably related to your representation (the "Client File"). The Client File shall be and remain your property. We may also place in such file documents containing our attorney-work product, mental impressions or notes ("Work Product"). You agree that the Work Product shall be and remain our property.

At the conclusion of our representation, when our work on the project specified in this letter has been completed, your Client File (but not including our Work Product) will be available to you at your request, and you will have the right to take possession of the original file as your property. We will be entitled to make copies if we choose. You also agree at the conclusion of your representation (whether or not you choose to take possession of the Client File) to take possession of any and all original contracts or other important documents that may be in the Client File, and we will have no further responsibility with regard to such documents unless we agree to another arrangement for the storage of your documents. If you do not take possession of the Client File at the conclusion of the representation, we shall store such file for you for a period of seven (7) years. In the alternative, we may choose to make digital copies of all or part of the Client File and thereafter discard the paper version of the Client File, and store the Client file in either paper or electronic format, for a period of seven (7) years. During the entire time we store your Client File for you, you shall have the right to take possession of it at any time that you choose. If you do not take possession of the Client file within seven (7) years after the conclusion of our representation, you agree that we may dispose of the Client File without further notice to you.

Jason Woodbury
August 29, 2019
Page 4

6. Entire Agreement

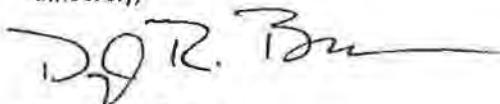
You understand that this letter constitutes our entire agreement pertaining to the engagement of Lemons, Grundy & Eisenberg, P.C. and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by the firm.

7. Approval and Return of Letter

Please feel free to call me to discuss this matter. If the foregoing is acceptable, please sign the enclosed copy of this letter where indicated below and return it to me.

We appreciate the confidence in me and our firm by your request that we represent you. We look forward to working with you.

Sincerely,



Douglas R. Brown

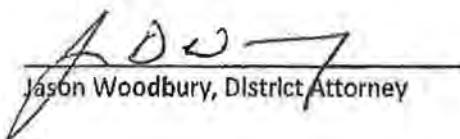
DRB/DAL

Approval of Engagement

I have read this letter and agree to its terms, effective as of the date on which Lemons, Grundy & Eisenberg, P.C. first provided services to Carson City.


Nancy Paulson, Carson City Manager

Approved as to form and content:


Jason Woodbury, District Attorney

LEMONS, GRUNDY & EISENBERG

experience • results

Attorneys at Law

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Robert L. Eisenberg

Christian L. Moore

Alice Campos Mercado

Douglas R. Brown

Caryn S. Tijsseling

Dane A. Littlefield

Sarah M. Molleck

Rebecca Bruch*

* OF COUNSEL

September 12, 2022

Via E-Mail

Jason Woodbury
Carson City District Attorney
885 East Musser Street
Suite 2030
Carson City, NV 89701
jwoodbury@carson.org

Re: City of Carson re: Traveler's Insurance
Case No. Case No. 3:22-cv-00006 LRH-CLB
Our File No. 90.8832

Dear Mr. Woodbury:

We are pleased to welcome the Carson City, a consolidated municipality, a political subdivision of the State of Nevada ("Carson City") as a client of Lemons, Grundy & Eisenberg, P.C. (the "Firm"). As we have discussed, this letter will confirm our discussions regarding your engagement of our firm.

1. Legal Services and Scope of Work

We appreciate the opportunity to serve you. Our goals are to provide you with legal services of the highest quality and efficiency and to help you accomplish your objectives. The original scope of our engagement involved the review and provision of advice concerning coverage determinations made by Traveler's Insurance regarding two litigated matters involving the Carson City. Litigation regarding Travelers' coverage determinations is now pending in the United States District Court for the District of Nevada. Accordingly, the scope of our engagement has since evolved to include representation of Carson City as the plaintiff in the above-referenced case, Case No. 3:22-cv-00006 LRH-CLB, involving claims asserted by Carson City against the Travelers' Indemnity Company for breach of contract and breach of the covenant of good faith and fair dealing.

Our relationship should continue to include a mutual understanding of expectations and should continue with full and candid communications between us throughout the course of our representation. Please let us know promptly if you have questions at any time regarding any aspect of our firm's work for you.

The scope of our work may evolve in accordance with discussions or correspondence with you from time to time. To the extent that additional services

are requested by you and agreed upon by us, the terms in this letter will apply to such additional services, unless superseded by another written agreement between us.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interest in the above matter.

2. Persons Responsible

Within our firm, Douglas R. Brown will be primarily responsible for this engagement. There may be occasions when your interests would best be served by involving other attorneys or paralegals within our firm. We will advise you of proposed staffing assignments involving other attorneys or paralegals and will work with you to decide on the staffing most appropriate to meet your needs and expectations.

Please let us know promptly if any questions arise about the services provided to you by anyone at our firm, or about any billing that you receive from us, so that we can act appropriately.

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Our fees are based primarily upon the time spent by our lawyers and paralegals on your behalf. Each lawyer and paralegal assigned to this matter will have an hourly billing rate, and the rate multiplied by the number of hours spent, measured in tenths of hours, will be the basis for determining our fee. The Firm will bill you for time incurred by partners at the rate of \$250 per hour, for associate attorneys at the rate of \$200 per hour, and paralegals at the rate of \$100 per hour.

We have not requested a retainer for payment in advance for any of our services. We will, however, provide you with monthly statements showing the charges and the current balance of the account in your name.

We may include on our bills charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone, facsimile and filing fees. Fees and expenses of others whom we might retain only with your permission (such as consultants, experts, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times during the course of our representation. Following any such revision, our new rates and charges will be applied to your account and this letter constitutes written notice to you of our right to make such revisions.

4. Roles of Attorney and Client

Our responsibilities under this agreement are to provide legal counsel and assistance to you in accordance with this letter and with our ethical responsibilities under Nevada law and court rules.

We hope that you will be clear and complete in your communications with us and will extend your reasonable assistance and cooperation to us. We want you to keep us informed of developments related to this representation.

You will, of course, always be entitled to seek independent counsel regarding the terms of our engagement or any aspect of our retention. We emphasize that you remain completely free to seek independent counsel at any time, for any reason, even if you decide to sign the consent below.

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At the conclusion of our representation, when our work on the project specified in this letter has been completed, your Client File (but not including our Work Product) will be available to you at your request, and you will have the right to take possession of the original file as your property. We will be entitled to make copies if we choose. You also agree at the conclusion of your representation (whether or not you choose to take possession of the Client File) to take possession of any and all original contracts or other important documents that may be in the Client File, and we will have no further responsibility with regard to such documents unless we agree to another arrangement for the storage of your documents. If you do not take possession of the Client File at the conclusion of the representation, we shall store such file for you for a period of seven (7) years. In the alternative, we may choose to make digital copies of all or part of the Client File and thereafter discard the paper version of the Client File, and store the Client file in either paper or electronic format, for a period of seven (7) years. During the entire time we store your Client File for you, you shall have the right to take possession of it at any time that you choose. If you do not take possession of the Client file within seven (7) years after the conclusion of our representation, you agree that we may dispose of the Client File without further notice to you.

///

Jason Woodbury
September 12, 2022
Page 4

6. Entire Agreement

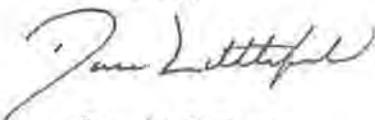
You understand that this letter constitutes our entire agreement pertaining to the engagement of Lemons, Grundy & Eisenberg, P.C. and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by the firm.

7. Approval and Return of Letter

Please feel free to call us to discuss this matter. If the foregoing is acceptable, please sign the enclosed copy of this letter where indicated below and return it to our office.

We appreciate the confidence in our firm by your request that we represent you. We look forward to working with you.

Sincerely,



Douglas R. Brown
Dane A. Littlefield

DRB/DAL

Approval of Engagement

I have read this letter and agree to its terms, effective as of the date on which Lemons, Grundy & Eisenberg, P.C. first provided services to Carson City.

Nancy Paulson, Carson City Manager

Approved as to form and content:

Jason Woodbury, District Attorney



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Sheri Russell, Chief Financial Officer		
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 November 18, 2022, per NRS 251.030 and 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 November 18, 2022.

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 11-18-2022.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 11/04/2022 & 11/18/2022

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 22,110,505.73	\$ 760,320.05	\$ 3,531,099.91	\$ 19,339,725.87
201	AIRPORT FUND	0.07	-	-	0.07
202	COOPERATIVE EXTENSION FUND	294,610.26	1,149.67	967.68	294,792.25
208	SUPPLEMENTAL INDIGENT FUND	2,617,176.44	10,329.43	14,649.27	2,612,856.60
210	CAPITAL PROJECTS FUND	25,426,927.32	26,816.08	661,314.03	24,792,429.37
215	SENIOR CENTER FUND	510,202.59	4,491.10	28,107.61	486,586.08
225	CARSON CITY TRANSIT FUND	446,459.59	12,445.00	6,837.23	452,067.36
230	LIBRARY GIFT FUND	104,308.98	206.47	-	104,515.45
235	LANDSCAPE MAINTENANCE FUND	524,810.20	858.18	4,877.94	520,790.44
236	ADMINISTRATIVE ASSESSMENT FUND	34,411.63	1,197.00	999.36	34,609.27
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	81,538.95	539.75	-	82,078.70
240	TRAFFIC/TRANSPORTATION FUND	18,996.44	90.00	359.86	18,726.58
245	CAMPO FUND	(28,389.09)	-	9,392.74	(37,781.83) ¹
250	REGIONAL TRANSPORTATION FUND	3,309,087.07	24,224.00	75,982.50	3,257,328.57
253	V & T INFRASTRUCTURE FUND	2,711,475.82	-	5,029.05	2,706,446.77
254	QUALITY OF LIFE FUND	5,184,871.81	5,700.00	61,163.99	5,129,407.82
256	STREET MAINTENANCE FUND	1,411,033.10	-	230,422.75	1,180,610.35
275	GRANT FUND	18,892,167.52	121,017.46	330,370.57	18,682,814.41
280	COMMISSARY FUND	130,760.13	9,880.70	15,009.77	125,631.06
287	911 SURCHARGE FUND	937,155.72	10,242.80	17,305.64	930,092.88
310	INFRASTRUCTURE TAX FUND	1,841,854.21	-	157.92	1,841,696.29
340	EXTRAORDINARY MAINTENANCE FUND	11,466,571.45	-	1,563.87	11,465,007.58
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,067,296.08	6,000.00	140,885.00	932,411.08
410	DEBT SERVICE FUND	2,745,526.90	-	-	2,745,526.90
501	AMBULANCE FUND	4,277,826.12	155,570.23	141,942.09	4,291,454.26
505	STORMWATER FUND	1,176,092.48	88,322.59	17,585.21	1,246,829.86
510	WASTEWATER FUND	25,294,050.60	547,366.48	175,585.05	25,665,832.03
520	WATER FUND	28,348,269.50	731,183.44	349,594.26	28,729,858.68
525	BUILDING PERMITS FUND	1,048,641.52	126,328.07	11,457.81	1,163,511.78
530	CEMETERY FUND	555,278.90	5,361.14	3,289.16	557,350.88
560	FLEET MANAGEMENT FUND	2,205,141.51	13,870.00	100,463.11	2,118,548.40
570	GROUP MEDICAL INSURANCE FUND	(511,914.79)	402,307.62	13,770.84	(123,378.01) ²
580	WORKERS COMPENSATION FUND	3,236,763.28	18,636.11	201,570.96	3,053,828.43
590	INSURANCE FUND	1,574,713.50	-	15,655.48	1,559,058.02
602	REDEVELOPMENT ADMINISTRATIVE FUND	10,691.04	300,000.00	19,996.16	290,694.88
603	REDEVELOPMENT REVOLVING FUND	2,573,656.38	1,500,000.00	43,930.24	4,029,726.14
604	REDEVELOPMENT TAX INCREMENT FUND	2,276,408.27	21,165.30	1,800,000.00	497,573.57
730	SCHOOL DEBT FUND	12,795,235.17	46,773.85	45.37	12,841,963.65
740	CARSON CITY TOURISM AUTHORITY	2,989,955.08	163,450.73	71,662.20	3,081,743.61
748	CARSON CITY SCHOOL OPERATING FUND	1,794,231.16	67,365.04	79.19	1,861,517.01
750	STATE OF NEVADA FUND	653,172.59	86,353.46	42,533.67	696,992.38
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	330.32	44.08	-	374.40
760	WATER SUB-CONSERVANCY FUND	38,687.56	33,033.46	96,164.57	(24,443.55) ³
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	74,993.53	2,505.00	-	77,498.53
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	126,974.70	175.43	-	127,150.13
793	CONTROLLER'S TRUST FUND	12,458.40	-	-	12,458.40
850	CARSON CITY OPEB TRUST FUND	2,450,030.83	1,811.81	-	2,451,842.64
TOTAL		\$ 194,848,296.34	\$ 5,307,131.53	\$ 8,241,822.06	\$ 191,913,605.81

¹ Timing difference - awaiting grant reimbursements.

² Timing difference - insurance bill paid prior to employee insurance withholdings.

³ Timing difference - awaiting payroll expense reimbursement.



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Sean Slamon		
Agenda Title:	For Possible Action: Discussion and possible action regarding an interlocal contract between Carson City and the Truckee Meadows Fire Protection District ("TMFPD") for mutual and automatic aid (the "Cooperative Agreement"), and authorization for the Mayor to sign the Cooperative Agreement and for the Fire Chief to sign the annual operating plans. (Sean Slamon, sslamon@carson.org)		
	Staff Summary: The proposed Cooperative Agreement sets the terms for mutual aid and automatic aid between the Carson City Fire Department and TMFPD for emergency incident response.		
Agenda Action:	Formal Action / Motion	Time Requested:	Consent

Proposed Motion

I move to approve the interlocal contract as presented and to authorize the Mayor to sign the contract and the Fire Chief to sign the annual operating plans.

Board's Strategic Goal

Safety

Previous Action

July 6, 2017 (Item 16A): The Board of Supervisors ("Board") approved an interlocal contract between the City and TMFPD for mutual and automatic aid.

June 21, 2012 (Item 8-6B): The Board approved an interlocal contract between the City and TMFPD for mutual and automatic aid.

Background/Issues & Analysis

By entering into this Cooperative Agreement, the City strengthens its ability to respond to emergency incidents by joining forces with a similar agency to provide reciprocal services. The proposed Cooperative Agreement presented to the Board today does not contain any significant deviations from the agreements with TMFPD approved in 2012 and 2017.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 227.180 and 474.163

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Unknown – Based upon number of incidents.

Is it currently budgeted? No

Explanation of Fiscal Impact: The impact will be based upon the number and severity of incidents responded to. The first 24 hours of requested aid are deemed automatic aid and shall be provided to requesting agency without expectation of reimbursement. All mutual aid provided beyond 24 hours is deemed "Assistance by Hire", and reimbursable by the requesting agency or, if an emergency is declared, by various forms of federal assistance.

Alternatives

Do not approve the interlocal contract and/or provide alternative direction.

Attachments:

[2022 Carson City - TMFPD Cooperative Agreement.pdf](#)

[2022 Carson City - TMFPD Operating Plan .pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

**Cooperative Agreement between
Truckee Meadows Fire Protection District
and
Carson City on behalf of the Carson City Fire Department**

◊

In accordance with NRS 277.180, this Cooperative Agreement ("Agreement") is made and entered into by and between the Truckee Meadows Fire Protection District (hereinafter the "TMFPD"), a fire district formed under NRS Chapter 474, and Carson City, a consolidated municipality, on behalf of the Carson City Fire Department ("CCFD"). At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions; and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and CCFD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.180, to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other agency; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities, and personnel to each other under the following terms and conditions:

1. Definitions. The following definitions shall have the meaning ascribed to them:

- a. **Agency Representative** - This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
- b. **Operating Plan** - The agencies will meet annually, to prepare an operating plan (OP). This OP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
- c. **Assistance by Hire** - Assistance by hire is the provision to provide fire suppression or support resources to the other agency on a reimbursement basis. All reimbursement shall be based upon rates established in the OP.
- d. **Automatic Aid** - Automatic aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in a designated area.

e. Mutual Aid - Mutual aid may be provided in the event of a specific request for assistance as set forth below.

f. Requesting Agency - The agency which experiences an incident in which assistance, whether mutual aid or automatic aid, is sought shall be known herein as the Requesting Agency.

g. Responding Agency - The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.

2. Request for Mutual Aid. When it is believed that mutual aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either agency may operate on the other agency's radio frequency.

3. Mutual Aid Resource Determination. The Chief Officer for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency firefighting equipment, personnel, and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

4. Automatic Aid. The parameters of Automatic aid and the attendant response areas are set forth in the OP. The OP may be modified by mutual agreement of the Chief Officers for the agencies provided that the revisions are signed by the Chief Officers or duly authorized designee and provided to the respective County Clerks before they are effective.

5. Communications. In both mutual and automatic aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Agency. All communications will be to the requesting dispatch center on the designated frequency.

6. Incident Management. Any mutual or automatic aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.

7. Mutual/Automatic Aid. Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire. If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Agency's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the OP.

8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. All reimbursements shall be based upon the rates established in the OP. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution.

9. Incident Management Teams. Salary, benefits, overtime, and transportation for agency personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.

10. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.

11. Incident Report. Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.

12. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, both agencies shall be deemed to employ jointly a person who is an employee of either agency and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each agency shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

13. Independent Agencies. The agencies are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each agency is and shall be a public agency separate and distinct from the other agency and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

14. Hold Harmless. The agencies will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both agencies shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each agency shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other agency from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

15. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third-party beneficiaries for any person or entity.

16. Integration and Modification. This Agreement and the OP constitutes the entire agreement of the agencies, and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the agencies unless the same is in writing and signed by the respective agencies hereto.

17. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the agencies shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

18. Assignment. Neither agency shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other agency.

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

20. Proper Authority. The agencies hereto represent and warrant that the person executing this Agreement on behalf of each agency has full power and authority to enter into this Agreement and that the agencies are authorized by law to engage in the cooperative action set forth in this Agreement.

21. Governing law; Jurisdiction. This Agreement and the rights and obligations of the agencies hereto shall be governed by, and construed according to, the laws of the State of Nevada.

22. Ratification and Term. This Agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the agencies as a condition precedent to its entry into force and shall remain in full force and effect until June 30, 2027, unless terminated earlier by either agency with or without cause, provided that a termination shall not be effective until 90 days after an agency has served written notice of termination to the other agency.

23. Amendment. The agencies may amend this Agreement at any time by an endorsement made in writing and approved by the agencies respective governing boards.

24. Termination. The Agreement may be terminated by mutual consent of both agencies or unilaterally by either agency without cause upon 90 days written notice. The agencies expressly agree that this Agreement shall be terminated immediately if for any reason any agency's funding ability supporting this Agreement is withdrawn, limited, or impaired.

25. Notices. All notices or other communications required or permitted to be given under this

Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other agency at the following addresses:

Truckee Meadows Fire Protection District
Charles A. Moore, Fire Chief
3663 Barron Way
Reno, NV 89511

Carson City Fire Department
Sean Slamon, Fire Chief
777 So. Stewart Street
Carson City, Nevada 89701

Any agency may designate a different address or representative to receive notices provided that such designation is sent in writing to the other agency in accordance with this paragraph.

IN WITNESS WHEREOF, the agencies hereto have caused this Cooperative Agreement to be executed as of the last day and year herein below.

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

CARSON CITY

Vaughn Hartung, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

Lori Bagwell
Mayor of Carson City

ATTEST:

Washoe County Clerk

ATTEST:

Carson City Clerk

**Operating Plan Between
Truckee Meadows Fire Protection District
and
Carson City Fire Department
2022-2023
07/01/2022-06/30/2023**

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

2022-2023 BILLING RATES

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

APPARATUS RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

• Structure Engine - Type I	\$231.00/hr.
• Ladder	\$275.00/hr.
• Brush Engine - Type III	\$208.00/hr.
• Water Tender	\$197.00/hr.
• Patrol Truck – Type V	\$133.00/hr.
• Patrol Truck – Type VI	\$133.00/hr.
• Rescue	\$ 87.00/hr.
• Heavy Rescue	\$206.00/hr.
• Air Truck	\$174.00/hr.
• Fuel Truck	\$ 87.00/hr.
• Water Rescue Unit w/Boats	\$ 87.00/hr.
• Hazmat Unit	\$260.00/hr.
• Heavy Mechanic Truck	\$144.00/hr.
• Dozer – Type I*	\$208.00/hr. (Includes Fuel) or \$462.00/day stand-by
• Transport/Lowboy	\$87.00/hr. plus \$2.00 per mile or \$2,310.00/day stand-by
• Dozer Chase*	\$111.00/day plus 62.5 cents per mile

Mt. Rose Unit – May be any combination of Mt. Rose Units. Mt. Rose Units include Type V engines with personnel and overhead positions.

*Mutual/Automatic Aid request of Dozer or Hand Crew Unit(s) will be considered assistance by hire immediately from the time of order.

*Dozer requests will include Dozer Chase and two (2) personnel, qualified (1) Dozer/Operator and (1) HEQB. Personnel rates will vary depending on rank or the FSH 5109.34 Incident Position Matrix if a casual hire.

*Dozer will only be charged while on incident and not during travel status.

Transport/Lowboy will be charged the hourly rate during travel and stand-by rate while on incident.

SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$275.00/day
- REMS Truck \$125.00/hr.

County or Fire District Owned Vehicles:

• Command Vehicle	\$111.00/day plus 62.5 cents per mile
• SUV/Pickup (½ ton and below)	\$ 99.00/day plus 62.5 cents per mile
• Pickup (3/4 ton and above)	\$111.00/day plus 62.5 cents per mile
• Polaris UTV	\$231.00/day (must be ordered via resource order) .625 cents per mile
• Privately Owned Vehicle	
• Masticator (Wet)	\$185.00/hr.
• Ambulance	\$144.00/hr.
• Chipper	\$277.00/day
• Tracked Chipper	\$185.00/hr.
• Chip Truck	\$108.00/hr.
• Dump Trailer	\$ 34.00/day
• Herbicide Trailer/Slip In	\$ 34.00/day

PERSONNEL RATES

All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

56-Hour Rate	Regular	OT	CB OT
Battalion Chief	79.85	79.55	114.02
Fire Captain	61.97	61.74	88.49
Fire Engineer	55.91	55.70	79.84
Firefighter/Paramedic	52.39	52.19	74.81
Firefighter/Emt	42.23	42.08	60.32

40-Hour Rate	Regular	OT	CB OT
Fire Chief	159.41		
Fire Deputy Chief/Ops	141.28		201.75
Fire Deputy Chief/Prevention	129.74		184.31
Division Chief	121.15	120.71	173.01
Battalion chief	98.51	98.15	140.68
Chief Fiscal Officer	94.54		
Training Captain	90.04	89.71	128.59
Fire Management Officer	81.36	89.28	115.58
Human Resources Manager	78.36		
Fire Captain - Prevention	72.92	80.02	103.6
Fire Equipment Fleet Manager	72.67	79.74	103.24
Fire Inspector I/Ii	70.52	70.25	100.7
Ems Coordinator	68.58	75.25	97.42
Firefighter/Paramedic	67.73	67.48	96.72
Communications Manager	63.87		
Executive Assistant	57.78	63.42	
Fire Mechanic	57.35	62.93	81.46
Crew Boss	48.95	53.72	69.55
Accountant	48.52	53.23	
Account Clerk	43.39	47.61	
Heavy Equipment Operator	40.81	44.78	57.98
Squad Boss	40.81	44.78	57.98
Human Resources Support Specialist	39.90	43.78	
Logistics Coordinator	39.04	42.84	55.46
Volunteer Program Assistant	38.38	42.12	
Crew Member	33.11	36.32	47.02
Administrative Support Specialist	43.39	47.61	
Senior Network Engineer	69.98	76.79	99.42

EMERGENCY WORKERS (CASUALS)

The District may employ Emergency Workers (Casual Hire) to cope with a sudden and unexpected emergency situation caused by a fire, or extreme fire potential, flood, storm, or any other all-hazard emergency to provide assistance to the District and/or cooperative partners.

Such hiring is purely temporary in duration, and will be terminated when other methods can be initiated.

Rate of pay will be determined by FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, CHAPTER 10 – PERSONNEL, Interim Directive NO.: 5109.34-2019-1, dated April 01, 2019.

Casual hires shall be hired or invoiced as Assistance by Hire as listed in the Cooperative Agreement.

BILLING ADDRESS

Truckee Meadows Fire Protection District
3663 Barron Way
Reno, NV 89511

CONTACT INFORMATION

Charles A. Moore, Fire Chief
(775) 328-6123 Mobile (775) 313-8903

Chris Ketrin, Deputy Chief
(775) 326-6081 Mobile (775) 315-5805

Cindy Vance, Chief Fiscal Officer
(775) 326-6070

Administrative Office
(775) 326-6000 Fax (775) 326-6003

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

STATION LOCATIONS

Career Stations

Battalion 30 – South

Station 30 – 3905 Old Hwy 395, Washoe Valley
Station 32 – 1240 E. Lake Blvd., Washoe Valley
Station 33 – 470 Foothill Rd., Reno
Station 36 – 13500 Thomas Creek Rd., Reno
Station 37 – 3255 W. Hidden Valley Dr., Reno
Station 39 – 4000 Joy Lake Rd., Reno

Battalion 40 – North

Station 40 – 10201 W. 4th St., Mogul
Station 42 – 3680 Diamond Peak Dr., Cold Springs
Station 44 – 10575 Silver Lake Rd., Stead
Station 45 – 5841 Sun Valley Blvd., Sun Valley
Station 46 – 500 Rockwell Blvd. Spanish Springs

Wildland Fuels Stations

Station #400 – 165 Bridge St., Verdi
Station #440 – 130 Nectar St., Lemmon Valley

Volunteer Stations

Station #229 – 6015 Ironwood Rd., Palomino Valley
Station #300 – 345 Bellevue Rd., Washoe Valley
Station #320 – 3010 Lakeshore Blvd., Washoe Valley
Station #430 – 11525 Red Rock Rd., Silver Lake

CARSON CITY FIRE DEPARTMENT

EQUIPMENT

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hour worked as indicated on the Crew Time Report/Shift Ticket and will include travel time and personnel costs.

Structure Engine (Type 1 or 2)	
(Type 1 Staffed with 4, Type 2 staffed with 3)	\$355/hr
Brush Engine -Type 3 through Type 6	
(Staffed with 2-3)	\$294/hr
Water Tender	
(Staffed with 2)	\$230/hr
Squad/Air Unit	
(Staffed with 2)	\$265/hr
Haz Mat Unit	
(No staffing -vehicle only)	\$245/hr
Ambulance (ALS)	
(Staffed with 2)	\$233/hr

PERSONNEL

Personnel responding to an incident on an overhead resource order ("O" number) will be billed on a portal to portal basis. Vehicles used by overhead personnel will be billed on a daily rate (calendar day) and do not include mileage. Portions of one day will count as a full day. The rate schedule for vehicles is listed below.

Chief Officer	\$92/hr
Captain	\$63/hr
Driver/Operator	\$54/hr
Firefighter/Paramedic	\$50/hr
Firefighter	\$45/hr
Investigator/Inspector	\$85/hr

VEHICLES

Sedan	\$119/day + Current federal per-mile rate
Pickup (1/2 ton or smaller)	\$135/day + Current federal per-mile rate
Van	\$191/day + Current federal per-mile rate
Pickup (3/4 or larger) & SUV	\$224/day + Current federal per-mile rate

CONTACT PERSONS AND PHONE NUMBERS

Sean Slamon, Fire Chief
(775) 283-7722 – Office
(775) 842-1549 – Cell

Aaron, Lowe, Deputy Fire Chief
(775) 283-7162 – Office
(530) 518-0013 – Cell

STATION LOCATIONS

Station #51 – 777 S. Stewart Street, 89701
Station #52 – 2600 College Parkway, 89706
Station #53 – 4649 Snyder Avenue, 89701
Station #54 (Seasonal wildland station) – 2222 W. College Parkway, 89703

TAX ID NUMBER

88-6000189

MAILING ADDRESS

Carson City Fire Department Station 51
777 S. Stewart Street
Carson City, NV 89701
Phone: (775) 887-2210
Fax: (775) 887-2209

IN WITNESS WHEREOF, the parties hereto have caused this Annual Operating Plan between Carson City Fire Department and Truckee Meadows Fire Protection District to be executed as of the last day and year herein below.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Charles Moore, Fire Chief
Truckee Meadows Fire Protection District

Date

CARSON CITY FIRE DEPARTMENT

Sean Slamon, Fire Chief
Carson City Fire Department

Date



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Nicki Aaker, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed amendment to an interlocal agreement between Carson City and the State of Nevada, acting by and through the Department of Health and Human Services Division of Health Care Financing and Policy ("DHCFP") and the Division of Welfare and Supportive Services ("DWSS"), for the non-federal share of expenditures and administrative services necessary to implement Medicaid in Carson City, for an additional \$21,479.59, resulting in a new total not to exceed amount of \$2,534,647.20. (Nicki Aaker, naaker@carson.org)

Staff Summary: The interlocal agreement authorizes DHCFP and DWSS to provide the administrative services necessary to implement the Nevada Medicaid Program State Plan in Carson City and requires Carson City to pay the non-federal share of Medicaid expenditures to DHCFP for medical, administrative and transaction costs for individuals qualifying for Medicaid in Carson City. Carson City's payment of the not to exceed amount is supported by an ad valorem tax and capped at 8 cents on each \$100 of assessed valuation of all taxable property in Carson City. Amendment No. 1 aligns the non-federal share of Medicaid expenditures with the actual and projected billing for the remainder of the contract period resulting in an increase from \$2,513,167.61 to \$2,534,647.20.

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

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Quality of Life

Previous Action

April 7, 2022 (Item 23A): The Board of Supervisors approved an interlocal agreement between Carson City and the State of Nevada, acting by and through the DHCFP and the DWSS, effective July 1, 2021 through June 30, 2023, for a not to exceed amount of \$2,513,167.61.

Background/Issues & Analysis

The current interlocal agreement is effective from July 1, 2021 through June 30, 2023. The non-federal share of Medicaid expenditures is invoiced to Carson City by DHCFP on a monthly basis up to the amount collected from 8 cents on each \$100 of assessed valuation of all taxable property in Carson City. The not to exceed amount is adjusted near the end of the contract period in an amendment to the interlocal agreement, to account for the actual and projected billing for the remainder of the contract period.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180 and 428.285

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Supplemental Indigent Fund – Rest Home Care Account #2086550-501036

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Of the 10-cent property tax collected that is deposited into the Supplemental Indigent Fund, Carson City pays the maximum cap of 8 cents toward the Medicaid county match, per NRS 428.285.

Alternatives

N/A

Attachments:

[County Match Amendment #1.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CETS #:	25650
Agency Reference #:	

AMENDMENT #1

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Joseph Vojtek, Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov

Public Entity #2:	Department of Health and Human Services Division of Welfare and Supportive Services
Address:	1470 E. College Parkway
City, State, Zip Code:	Carson City, NV 89706
Contact:	Monique Pomerleau, Contract Manager
Phone:	(775) 684-0500 (main)
Fax:	
Email:	dwsscontracts@dwss.nv.gov

Public Entity #3:	Carson City Health and Human Services
Address:	900 E. Long Street
City, State, Zip Code:	Carson City, NV 89706
Contact:	Mary Jane Ostrander
Phone:	(775) 887-2110
Fax:	
Email:	mostrander@carson.org

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated 07/01/2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. This is the first amendment to the original contract which increases the contract maximum amount from \$2,513,167.61 to \$2,534,647.20 for the continued need for these services.

CETS #:	25650
Agency Reference #:	

B. Current Contract Language:

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Not to Exceed \$.08 (eight cents)	Each \$100.00 of assessed valuation of all taxable property as established by NRS 428.285
Total Contract Not to Exceed:	\$2,513,167.61

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

C. Amended Contract Language:

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Not to Exceed \$.08 (eight cents)	Each \$100.00 of assessed valuation of all taxable property as established by NRS 428.285
Total Contract Not to Exceed:	\$2,534,647.20

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

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

[This space is left intentionally blank]

CETS #:	25650
Agency Reference #:	

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

CARSON CITY HEALTH AND HUMAN SERVICES

Agency Signature

Date

Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)**

Robert H. Thompson

Date

Administrator, DWSS

Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

Suzanne Bierman, JD, MPH

Date

Administrator, DHCFP

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____

Date

Approved as to form by:

On: _____

Deputy Attorney General for Attorney General

Date

EXHIBIT A

CETS #:	25650
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Debrah Martinez, Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov / debrah.martinez@dhcfp.nv.gov

Public Entity #2:	Department of Health and Human Services Division of Welfare and Supportive Services
Address:	1470 E. College Parkway
City, State, Zip Code:	Carson City, NV 89706
Contact:	Monique Pomerleau, Contract Manager
Phone:	(775) 684-0500 (main)
Fax:	
Email:	dwsscontracts@dwss.nv.gov

Public Entity #3:	Carson City Health and Human Services
Address:	900 E. Long Street
City, State, Zip Code:	Carson City, NV 89706
Contact:	Mary Jane Ostrander
Phone:	(775) 887-2110
Fax:	
Email:	mostrander@carson.org

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

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

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

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

CETS #:	25650
Agency Reference #:	

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	07/01/2021	To:	June 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

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

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Not to Exceed \$.08 (eight cents)	Each \$100.00 of assessed valuation of all taxable property as established by NRS 428.285
Total Contract Not to Exceed:	\$2,513,167.61

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

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

CETS #:	25650
Agency Reference #:	

9. INSPECTION & AUDIT

- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

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

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

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

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

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

CETS #:	25650
Agency Reference #:	

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	25650
Agency Reference #:	

IN WITNESS WHEREOF; the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CARSON CITY HEALTH AND HUMAN SERVICES

Lori B. Agnew 4/12/22 Mayor
 Agency Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
 DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)**

Robert H. Thompson 04/13/2022 Administrator, DWSS
 Robert H. Thompson Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
 DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

Suzanne Bierman 04/18/2022 Administrator, DHCFP
 Suzanne Bierman (Apr 18, 2022 15:59 PDT) Date Title
 Suzanne Bierman, JD, MPH

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners
 On:

JUN 14 2022

Date

Approved as to form by:

Gabriel D. Lither 04/14/2022
 Gabriel D. Lither (Apr 14, 2022 10:19 PDT)
 Deputy Attorney General for Attorney General

On:

04/14/2022

Date

ATTACHMENT A SCOPE OF WORK

COUNTY MATCH

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services (DHHS) is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapters 428 and 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes DWSS and DHCFP to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative, and transactions costs incurred as a result of this medical assistance program.

B. DWSS AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the DHHS Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community-based waiver services.
2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing County to the Nevada Association of Counties (NACO), which it is specifically agreed, has authority to issue a final decision.
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide DWSS's hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
5. Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application.

C. DHCFP AGREES:

1. To process claims for medical services through the Medicaid fiscal agent.
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients.
3. To resolve provider inquiries and complaints regarding reimbursement.

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established.
5. To invoice the County retrospectively on or around the fifteenth of the following month for the non-federal share of Medicaid costs based on actual expenditures as determined by the criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures.
6. To send monthly itemized reports retrospectively to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits, including Medicaid Estate Recovery (MER) and Medicaid Qualified Income Trust (QIT) Recoveries, which will be calculated and applied against the amount owed for the month.
7. To determine the amount owed by each County for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs.
 - a. The federal share of medical claims payments, Medicare Part B premiums, and Medicare Part D payments are calculated by the Federal government at least annually.
 - b. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and DWSS studies. DHCFP will notify the County of the administrative cost per case each fiscal year and provide the County with the methodology used to determine the administrative costs.
8. In order meet State Fiscal Year End closing deadlines, DHCFP shall submit June invoices no later than July 8th of each year.
9. To determine and provide biennial projections to be included as an attachment to the contract. DHCFP will monitor monthly invoices and projections to determine if a contract amendment is necessary to align with the requirements of NRS 428.

D. COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility.
2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian.
3. To refer disputes concerning county of residence to NACO whose decision will be final. The disputing County originally billed is responsible for payment of claims until the dispute is resolved, at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries.
4. To accept and abide by DHCFP's determination of medically necessary services.
5. Eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan.
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days from the date of the invoice to be used as the non-federal share of costs.

7. Payments made by the County shall be derived from public funds that meet the requirements of 42 C.F.R. 433.51 and NRS Chapter 428, such as general county tax revenues or other general revenues of the County.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County from public funds per 42 C.F.R 433.51.
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application.
3. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. In the event sufficient funds, as determined by DHCFP, are not available for any reason, DHCFP shall not be obligated to make any payments to the County under this Agreement. DHCFP will notify the County of the insufficient funds as soon as practicable after making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the County with a right of payment over any other entity. If payments, which are otherwise due to the County under this Agreement, are deferred because of the unavailability of sufficient funds, such payments will be made to the County if sufficient funds later become available.
4. For all counties with a population below 100,000, the total billable amount for both populations will not exceed the eight (8) cent cap as established by NRS 428.285(4).
5. The parties shall cooperate to present an amendment to the Board of County Commissioners for consideration as needed to conform the contract amount if it exceeds or is anticipated to exceed projected values. The County shall not attempt to exceed the "not to exceed" value of the contract if an amendment has not been approved by the Board of County Commissioners to do the same.

ATTACHMENT B

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Division"

and

County of Carson City
Herein after referred to as the "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose the confidential information accessed, viewed or from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting of Improper Use or Disclosure.** Contractor to notify the Division in writing immediately upon discovery of any use or disclosure of confidential information not provided for by Agreement.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.
5. Nothing herein abrogates or lessens any obligations related to confidential information as Required by Law.



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Carol Akers, Purchasing & Contracts Administrator, Kimberly Adams, Chief Deputy Assessor and Andrew Rasor, Treasurer		
Agenda Title:	For Possible Action: Discussion and possible action regarding a five-year renewal of the existing contract with DEVNET, Inc ("DEVNET") for Property Tax and Computer Aided Mass Appraisal ("CAMA") software development and licensing, through March 1, 2028, for an additional \$565,604.80, resulting in a new total not to exceed amount of \$1,240,169.80. (Carol Akers, cakers@carson.org , Kimberly Adams, kaddams@carson.org and Andrew Rasor, arasor@carson.org)		

Staff Summary: The original agreement was for a five-year term, ending on March 1, 2023, and will automatically renew for an additional five-year term unless a written intent to terminate the contract is provided to DEVNET by December 1, 2022. The Carson City Assessor and Treasurer would like to renew the agreement for the additional five-year term, concluding on March 1, 2028, for \$565,604.80. Renewal pricing is listed on page 17 of the original contract (page 19 of the supporting material).

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

I move to approve the renewal as presented.

Board's Strategic Goal

Efficient Government

Previous Action

March 1, 2018 (Item 12B): The Board of Supervisors ("Board") approved Contract No. 1718-011 with DEVNET, Inc. for Property Tax and CAMA software development and licensing for a five-year period for a not to exceed amount of \$674,565.00.

Background/Issues & Analysis

On December 2, 2016, the Carson City Assessor and Treasurer were notified by the owner of Advanced Data Systems ("ADS") that the company would cease operations effective December 31, 2019. ADS was the developer and service provider of the Property Tax and CAMA data systems for the Offices of the Assessors and Treasurers in the 15 rural counties of Nevada. A committee formed by these 15 counties researched the vendors that had the ability to develop and to meet the timeline for a replacement system. After much evaluation, Carson City staff determined that DEVNET was the best option for Carson City to replace ADS. The Assessor's Office went live in July 2019 and the Treasurer went live in May of 2020.

The original agreement was a five-year contract that automatically renews for an additional five-years at the end of the first contract term. The automatic renewal will occur unless the City gives DEVNET 90-days' notice prior to March 1, 2023, of the City's intent to terminate the agreement. December 1, 2022 is the deadline to provide the notice. The Carson City Assessor and Treasurer both support renewal of the agreement.

If the Board approves the renewal, the \$565,604.80 owed to DEVNET will be paid in annual installments as follows: \$37,373.65 in Fiscal Year ("FY") 2023, \$112,287.63 in FY 2024, \$112,787.63 in FY 2025, \$113,287.62 in FY 2026, \$113,787.63 in FY 2027 and \$76,080.64 in FY 2028.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Software Maintenance Account / 1010710-500433

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Account 1010710-500433 will be reduced by a not to exceed amount of \$565,604.80, in the amounts of \$37,373.65 in FY 2023, \$112,287.63 in FY 2024, \$112,787.63 in FY 2025, \$113,287.62 in FY 2026, \$113,787.63 in FY 2027 and \$76,080.64 in FY 2028. The Carson City Information Technology Department will adjust the budget as necessary annually during the budget process for contract increases. For FY 2023 a total of \$1,228,755 was budgeted for Software Maintenance, of which \$827,528 has been spent, leaving a remaining \$401,227.

Alternatives

Do not approve the renewal of the contract and direct staff to submit written notice of termination of the contract and/or provide alternative direction.

Attachments:

[1718-011 Executed Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: March 1, 2018

Staff Contact: Laura Rader, Dave Dawley, and Gayle Robertson

Agenda Title: For Possible Action: To approve Contract No. 1718-011 with DEVNET, Inc. for Property Tax and CAMA software development and licensing for a five (5) year period with a not to exceed total amount of \$674,565.00 to be funded from the Capital Projects Fund/Software Replacement account, the Assessors' Technology account, and IT software maintenance account. (Laura Rader, lrader@carson.org; Dave Dawley, ddawley@carson.org; Gayle Robertson, grobertson@carson.org).

Staff Summary: Advanced Data Systems (ADS), the vendor that provides the Property Tax and Computer Aided Mass Appraisal (CAMA) system used by the Carson City Assessor and Carson City Treasurer, is ceasing operations in December 2019. Carson City evaluated the companies interested in developing a software program capable of calculating the property assessments and tax calculations per our Nevada Revised Statutes and determined that DEVNET, Inc. (DEVNET) is the best option to replace ADS. The proposed agreement is a five (5) year contract with the option to automatically renew for an additional five (5) years at the end of the first contract term.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve Contract No. 1718-011 with DEVNET, Inc. for Property Tax and CAMA software development and licensing for a five (5) year period with a not to exceed total amount of \$674,565.00 to be funded from the Capital Projects Fund/Software Replacement account, the Assessors' Technology account and IT software maintenance account.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

N/A

Background/Issues & Analysis

On December 2, 2016, the Carson City Assessor and Treasurer were notified by the owner of Advanced Data Systems that the company would cease operations effective December 31, 2019. ADS is the developer and service provider of the Property Tax and CAMA data systems for the offices of the Assessors and Treasurers in the 15 rural counties of Nevada. A committee formed by these 15 counties researched the vendors that had the ability to develop and to meet the timeline for a replacement system. Additionally, 3 of these 15 counties (Carson City, Douglas County, and Lyon County) went through the Request for Proposal process to expand our search for a replacement company. After much evaluation, Carson City staff has determined that DEVNET is the best option for Carson City to replace ADS. Currently, 13 of the 15 rural counties have contracted with DEVNET

and DEVNET has made significant advances in the development of the software program. It is anticipated that DEVNET will have the new system completed and installed by August 2019.

The proposed agreement is a five (5) year contract with the option to automatically renew for an additional five (5) years at the end of the first contract term. The pricing negotiated for the potential five (5) year renewal is set at an increase of only \$500 per year, which is excellent. The automatic renewal would take place unless the City gave DevNet 90 days notice of its intent to terminate. However, the renewal will be brought before the Board of Supervisors for consideration well before the 90 day notice period required to terminate the agreement expires.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Capital Projects Fund/Software Replacement 210-0000-415-65.08;

Assessors' Technology 101-0400-413.06-46/77-46; IT software maintenance 101-0710-419.04-33

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: \$100,000.00 is available in account #101-0400-413.06-46/77-46, the Assessor Technology Fund; \$65,411 is available in account 210-0000-415.65-08; and approximately \$111,000 to \$120,000 will need to be added to the IT software maintenance budget 101-0710-419.04-33 beginning FY19. There will be offset in part by a reduction in maintenance fees paid to ADS of approximately \$30,000.

The 5 year renewal pricing is not included in these numbers because the decision to renew the contract will be brought before the Board of Supervisors for consideration of approval.

Alternatives

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

Board Action Taken:

Motion: App

1) LB
2) KA

Aye/Nay

5/6

DM

(Vote Recorded By)

112



Contract

For

**Property Tax and CAMA
License, Maintenance, and Support**

In

Carson City, Nevada

Table of Contents

Maintenance, Licensing, and Support Services Agreement.....	3
Recitals.....	3
Article 1: Definitions.....	3
Article 2: Description of Software and Services.....	5
Article 3: City Responsibilities	9
Article 4: Term and Termination.....	14
Article 5: Fees and Payment.....	16
Article 6: Proprietary Rights	18
Article 7: Confidentiality	19
Article 8: Warranty.....	21
Article 9: Indemnification.....	22
Article 10: Miscellaneous.....	23
Appendix A: Software Description.....	26
Appendix B: Third Party License and Maintenance Fees.....	31
Appendix C: Software Requirements from Carson City	32
Appendix D: Tentative Timeline	53
Appendix E: Milestone Payments	54

Maintenance, Licensing, and Support Services Agreement

This "Agreement" dated March 1, 2018 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Sycamore, Illinois 60178, and CARSON CITY, Nevada (the City), a consolidated municipality, having its principal offices at 201 N. Carson Street, Carson City, NV 89701.

Recitals

WHEREAS, DEVNET is in the business of licensing software and providing software development services to units of local government and others; and

WHEREAS, the City desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and the City (each a "Party" and collectively the "Parties") hereby agree as follows:

Article 1: Definitions

1.1 **Acceptance**

The term "Acceptance" shall have the meaning given it in Section 2.7 of this Agreement.

1.2 **Application Error**

The term "Application Error" means an error in an Application Program that causes it to fail and terminate abnormally.

1.3 **Application Program**

The term "Application Program" means any of the software programs developed by DEVNET and licensed to the City hereunder for use in the operation by the City of its property tax database.

1.4 **City Databases**

The term "City Databases" means the property tax data prepared and managed by the City that are stored in electronic format and that are accessible by the City's computer system.

1.5 **City Equipment**

The term "City Equipment" means the equipment owned (or leased), operated, and maintained by the City at any given time. By way of illustration, but not limitation, the City Equipment includes any mainframe, minicomputer, and LAN server platforms where the City Databases reside, and the communications equipment required to provide a connection between the City Databases and any remote or satellite locations of the City.

1.6 **City Software**

The term "City Software" means application software, database management software, and operating system software that runs on the City Equipment, that is used to operate, access, and use the City Databases or for other purposes, and that is owned (or licensed from third parties) by the City, and maintained by the City (or the City's third-party vendors), not DEVNET.

1.7 **DEVNET Property Tax Software System**

The term "DEVNET Property Tax Software System" means all of the Application Programs, source code, database definitions, and Documentation provided and licensed by DEVNET to the City hereunder, including, but not limited to, any software provided by DEVNET hereunder for the processing of property taxes, extensions, billings and collections.

1.8 **Documentation**

The term "Documentation" means user manuals, systems administration manuals, training literature, other written materials that DEVNET normally provides to its customers or that DEVNET otherwise provides to the City with the services to be provided hereunder.

1.9 **Software Maintenance**

The term "Software Maintenance" means the ongoing maintenance and support to be provided by DEVNET hereunder for the usage, repairing, and enhancing of the DEVNET Property Tax Software System, all as described in Section 2.5

1.10 **Windows Software**

The term "Windows Software" means, at any given time, the versions of Microsoft Windows, Microsoft Server, and Microsoft SQL Server that are then in general release and generally available from, and supported by, Microsoft Corporation.

1.11 **Design Committee**

The term "Design Committee" means the group of participants, approved by each participating Nevada municipality or County, which has authority to make decisions regarding the Scope of Work and design for the DEVNET software systems.

Article 2: Description of Software and Services

2.1 **General.** DEVNET shall provide the City with the DEVNET Property Tax Software System as described in this Agreement, for the fees indicated in this Agreement. The DEVNET Property Tax Software System that shall be provided to the City hereunder is further described in the attached Appendix A. DEVNET shall also supply the City with the third-party software identified in the attached Appendix B (the "Third Party Software"), along with services regarding the configuration, on-site setup, and installation of the Third Party Software. The Third Party Software, and the City's use thereof, is subject to separate terms and conditions, which shall be provided or included with the Third Party Software.

2.2 **Scope of Work.** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, DEVNET and the Design Committee shall confer, cooperate, and reasonably work together to develop and mutually agree upon, in a writing signed by both DEVNET and the Design Committee or their respective authorized representatives, a document that sets forth the scope of work to be performed by DEVNET in developing, customizing and implementing the DEVNET Property Tax Software System to be provided to the City hereunder and that includes a project plan that provides the dates and schedule for performance hereunder (such document, the "Scope of Work"). Once so mutually agreed upon and signed, the Scope of Work shall be deemed incorporated herein by reference. If DEVNET and the Design Committee fail to mutually agree in writing, as described above, on a Scope of Work, then DEVNET or the Design Committee may terminate this Agreement by providing written notice by registered mail of its intent to terminate. The Agreement will be considered terminated within thirty (30) days of the date of the notice unless DEVNET and the Design Committee are able to mutually agree upon a Scope of Work within that time. Upon termination under this provision, neither Party is liable for any damages, judgments, or costs for future losses of any nature. Among other things, the Scope of Work shall specify and describe:

- a. The functionality to be included or contained in the DEVNET Property Tax Software System to be provided to the City hereunder, which functionality, as set forth in the Scope of Work, shall constitute the "Acceptance Testing Criteria" which will be used by the City in performing Acceptance testing, and in determining whether to issue its Acceptance, in accordance with Section 2.7, of the DEVNET Property Tax Software System; and
- b. A training program that will be used to instruct the City's applicable personnel in: (i) the use of the DEVNET Property Tax Software System; (ii) product design of the DEVNET Property Tax Software System, for consistency of any interfacing to, and operation of, the City Databases; (iii) technology planning regarding the DEVNET Property Tax Software System, so that the City obtains and provides a technology infrastructure adequate for the use and operation of the DEVNET Property Tax Software System and any services to be provided by DEVNET hereunder; and (iv) change control planning regarding the DEVNET Property Tax Software System and the implementation project to be undertaken pursuant to this Agreement.

2.3 **Development; Compatibility.** DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System as described herein. DEVNET will also be responsible for setting up a testing and development environment within its own offices for such purposes. DEVNET will from time to time, as new versions of Windows Software are made generally available by Microsoft Corporation, use commercially reasonable efforts to make the DEVNET Property Tax Software System compatible with such new versions of Windows Software.

2.4 **Data Conversion.** In accordance with the mutually agreed upon Scope of Work DEVNET will attempt to convert the data from the City Databases for use with the DEVNET Property Tax Software System (unless otherwise provided in the Scope of Work, DEVNET will convert the current year's, and all previous years', real and personal property data that are stored in the City Databases, as well as any associated CAMA attributes along with tax calculation data). DEVNET will make all reasonable efforts to coordinate the data conversion with the City and all various vendors who hold City data. However, if

such conversion cannot be completed by DEVNET through the exercise of commercially reasonable efforts (e.g., if data are corrupted, stored in a proprietary format that cannot be read, etc.), then: (i) DEVNET will notify the City thereof in writing; (ii) the City shall be required to, at its expense, perform manual data entry of any information from the City Databases that the City desires to be loaded into the DEVNET Property Tax Software System; and (iii) shall extend all due dates for DEVNET's performance that are set forth herein (or in the Scope of Work) by a like amount of time.

2.5 **Software Maintenance.** DEVNET shall provide Software Maintenance that includes the following:

- a. **Regulatory Changes.** As part of Software Maintenance, DEVNET will provide all updates and changes to the Application Programs that form the DEVNET Property Tax Software System, as described in this Agreement, that are mandated or required by the property tax-related statutes and regulations of the State of Nevada, any changes thereto, or any related reporting requirements, from time to time during the term of this Agreement. DEVNET will make all reasonable efforts to stay informed of regulatory changes within the State of Nevada that affect this Agreement. DEVNET will make any such updates and changes to the Application Programs available to the City by the date that is the latest of the following: (i) the date that is thirty (30) days after when the applicable governmental body officially publishes notice of the enactment, promulgation, or issuance of the relevant statute, regulation, change, or requirement; (ii) the date specified in the applicable statute, regulation, change, or requirement as to when such statute, regulation, change, or requirement is to officially take effect; and (iii) the date that the City specifies to DEVNET in writing, in good faith, and at least thirty (30) days in advance, as being thirty (30) days before when the City property tax systems will actually be required to have been updated for such statute, regulation, change, or requirement, taking into appropriate consideration the City's normal property tax cycle.

Software Maintenance also includes all system upgrades of the DEVNET Property Tax Software System that are from time to time made generally available by DEVNET. Software Maintenance does not include any upgrades or changes to the Third Party Software or to any other third-party software or any software owned by the City. The City is not required to upgrade the Third Party Software or any other third-party software, such as operating systems or database software, unless failing to perform any such upgrade results, or would result, in an Application Error in the DEVNET Property Tax Software System. As part of Software Maintenance, DEVNET will also provide Documentation in an electronic format for the DEVNET Property Tax Software System; as such documentation is made generally available by DEVNET to its licensees. Software Maintenance also includes the correction of any material deficiencies of the DEVNET Property Tax Software System that result in Application Errors. As part of Software Maintenance, DEVNET will, from time to time, certify the DEVNET Property Tax Software System's compatibility with additional operating systems other than those described in this Agreement, as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Property Tax Software System.

- b. **Technical Support.** As part of Software Maintenance, DEVNET will provide telephone technical support to the City during DEVNET's normal business hours (i.e., from 7:00 a.m. until 5:00 p.m., Pacific Time, Mondays through Fridays, excluding nationally-observed holidays), for major processes of the DEVNET Property Tax Software System. Software Maintenance will also include telephone support during DEVNET's normal business hours for any "how to" questions that any member of the City's staff may have. If any technical support is required during weekends or after DEVNET's normal business hours, or onsite at a location of the City's, the City shall provide DEVNET with written notice thereof at least forty-eight (48) hours in advance, so that DEVNET may have staff available. Nevertheless, DEVNET understands that advance notice may not always be possible, and, for use in emergencies, DEVNET will provide the person or persons designated by the City with cell phone numbers by which to contact DEVNET for Software Maintenance outside of DEVNET's normal business hours. Maintenance requests outside of normal business hours are incorporated as part of the Software Maintenance Agreement.

- c. **Other Enhancements.** Other than as expressly described above as being included within Software Maintenance, DEVNET shall not be required to make enhancements to the DEVNET Property Tax Software System, and any such enhancements requested by the City shall be as mutually agreed upon by the Parties in writing from time to time, which may result in additional cost or fees as mutually agreed to by the Parties in writing.
- d. **Problem Response.** DEVNET shall respond (by return telephone call) as soon as reasonably possible to the City's telephone calls requesting Software Maintenance. However, there may be times when an appropriate DEVNET programmer is not immediately available. In these cases, DEVNET will use all commercially reasonable efforts to cause an appropriately qualified programmer to place a return telephone call to the City within not more than two (2) hours, during DEVNET's normal business hours, after the time of the initial call by the City for the applicable support. In the event that the City reasonably believes that the individual assigned by DEVNET with respect to any given problem or issue is not appropriately qualified or is not making appropriate progress on problem resolution, the City shall have the option to contact DEVNET's project manager, or the head of DEVNET'S support division, to have the problem reassigned.
- e. **Retraining.** As part of Software Maintenance, DEVNET shall provide, upon the City's reasonable request from time to time, any refresher courses or other retraining of the City's personnel with respect to the DEVNET Property Tax Software System, or any procedures relating thereto. Retraining shall begin one (1) year after initial training has occurred. First year training shall not be classified as "retraining".

2.6 **Functionality.** Subject to Section 2.5.a and the timeframes described therein, the DEVNET Property Tax Software System licensed to the City hereunder will, (i) include all of the functionality required by the statutes and regulations of the State of Nevada for the processing of property taxes by a governmental entity and (ii) automate property tax processing functions as required by the statutes and regulations of the State of Nevada that pertain to the processing of property taxes by a governmental entity.

2.7 **Acceptance Testing.** With respect to any Application Programs developed and provided by DEVNET to the City under this Agreement ("Software Components"), the City shall be entitled, during the first sixty (60) calendar days after the date on which DEVNET delivers such Software Components to the City (such period, the "Acceptance Period"), perform whatever acceptance testing on the Software Components that the City may wish to perform to confirm that the Software Components conform in all material respects to the Acceptance Testing Criteria set forth in the Scope of Work mutually agreed upon by the Parties pursuant to Section 2.2 (i.e., to confirm that the Software Components provide and conform in all material respects to the applicable functionality specified and described in the Scope of Work).

If, during the Acceptance Period, the Software Components conform in all material respects to such Acceptance Testing Criteria, the City shall notify DEVNET in writing of its "Acceptance" of such Software Components by no later than five (5) business days after the expiration of the Acceptance Period. If, during the Acceptance Period, the Software Components do not conform in all material respects to such Acceptance Testing Criteria, the City shall notify DEVNET of the deficiencies in writing by no later than five (5) business days after the expiration of the Acceptance Period. If the City fails to notify DEVNET in writing of any failures of the Software Components to conform in all material respects to such Acceptance Testing Criteria by the end of such five (5) business day period after any given Acceptance Period, then the City shall be deemed to have issued its "Acceptance" of such Software Components as of the expiration of the applicable Acceptance Period. Within fifteen (15) calendar days after the date of receiving any notice of any failures of the Software Components to conform in all material respects to the mutually agreed upon Acceptance Testing Criteria (or such longer period of time as mutually agreed upon and as may reasonably be required to cure such failures), DEVNET, at its sole expense, shall (except as expressly provided below in this Section) promptly modify, repair, adjust, or replace the Software Components to cure such failures so that the Software Components conform in all material respects to such Acceptance Testing Criteria, promptly providing the City with

written notice and revised copies of the applicable Software Components when such modifications, repairs, adjustments, or replacements have been completed.

The City may then perform such additional acceptance testing as it may deem appropriate, during an additional Acceptance Period that shall commence upon receipt of such a written notice, and revised copies of the applicable Software Components, by the City from DEVNET, to confirm that the applicable failures of the Software Components to conform in all material respects to the Acceptance Testing Criteria have been cured, and with the notification process described above being repeated. This additional Acceptance Period shall have a duration equal to that of the initial Acceptance Period, unless the City issues its "Acceptance" of the applicable Software Components earlier in writing. If the Software Components, at the end of the additional Acceptance Period, still fail to conform in all material respects to the mutually agreed upon Acceptance Testing Criteria, then the City may: (i) reject such Software Components and, in the event of any such rejection, the City's license to such Software Components, shall be terminated and the City's use of such Software Components shall immediately cease. In such a case, upon written mutual agreement of both parties, the agreement may be terminated should the rejected Software Components constitute a material portion of the Application Programs to be provided to the City hereunder; or (ii) if DEVNET agrees in writing, cause the procedure set forth above in this paragraph to be repeated an additional time. If, with respect to any given Acceptance Period, the Software Components conform to the Acceptance Testing Criteria in all material respects, the City shall not unreasonably withhold issuance of its Acceptance with regard to such Software Components.

- 2.8 **Training.** DEVNET will provide any training of the City's personnel that is described in the Scope of Work with respect to the use, operation, and administration of the DEVNET Property Tax Software System. All training will be provided during DEVNET's normal business hours.
- 2.9 **Additional Services.** DEVNET will have no obligation to provide the City with any services that are not expressly described in this Agreement or in the Scope of Work mutually agreed to by the Parties pursuant to Section 2.2. The Parties may, however, from time to time enter into an "Extended Statement of Work" that references this Agreement and describes specific additional services that DEVNET will provide to the City, and the fees to be paid to DEVNET therefor (which fees, unless otherwise provided in the applicable Extended Statement of Work, shall be charged at DEVNET's then-current standard hourly rates). Any Extended Statement of Work shall be subject to, and shall be deemed to incorporate, the terms of this Agreement, unless otherwise agreed to in writing by the parties. DEVNET'S current rate is \$125.00 per hour.
- 2.10 **Software Date** DEVNET will have the software available to the City for use on or before August 1, 2019.

Article 3: City Responsibilities

- 3.1 **General.** The City shall take the steps necessary (including, but not limited to, by performing any activities described below in this Article 3) to enable DEVNET to, in accordance with this Agreement and the mutually agreed upon schedule set forth in the Scope of Work, develop, install, and test (using the data in the City Databases), and provide Software Maintenance with respect to, the DEVNET Property Tax Software System.
- 3.2 **Access.** Upon reasonable notification, the City shall allow DEVNET reasonable access to the City Databases, City Equipment, and City Software (seven (7) days a week, twenty-four (24) hours a day, when DEVNET determines that such access is required) as necessary and appropriate for DEVNET to, in accordance with this Agreement and the mutually agreed upon schedule set forth in the Scope of Work, develop, install, and test (using the data in the City Databases), and provide Software Maintenance with respect to the DEVNET Property Tax Software System. Without limiting the foregoing, the City shall provide DEVNET with remote access (via either a modem or an Internet connection) to the City Databases, City Equipment, and City Software on a seven days a week, twenty-four (24) hours a day basis.
- 3.3 **Guidelines.** Promptly after the Effective Date, the City shall provide guidelines to DEVNET regarding use of information contained in the City Databases and such other information as DEVNET may require to perform its work as described in this Agreement.
- 3.4 **Promotions; Demonstrations.** The City agrees that DEVNET may use the City's name in promoting DEVNET to prospective DEVNET customers and that DEVNET may use copies of the City Databases, obtained at DEVNET's expense at a time convenient to the City, for demonstration of the DEVNET Property Tax Software System to prospective DEVNET customers. In the case of any such demonstration, DEVNET will give attribution to the City with regard to City data. Any confidential information will be removed by DEVNET prior to using the information for promotions or demonstrations.
- 3.5 **Design Committee.** The design committee was formed by July 1, 2017. It is understood that the committee participants may change by subject matter expert(s) and as needed per the committee.
- 3.6 **City Resources.** By the time that the parties have reached written mutual agreement on a Scope of Work, as described in Section 2.2, the City shall have obtained, installed, and have in full operation, as City Equipment and City Software, the hardware and software described in 3.7, for the installation and operation of the DEVNET Property Tax Software System. If the City makes (or causes or permits to be made by any third party) any modifications to the City Equipment, City Software, or City Databases that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions to the DEVNET Property Tax Software System due to such modifications will be billable to the City, on a time-and-materials basis, at DEVNET's then-current rates. As necessary for DEVNET to fulfill its obligations hereunder, the City shall provide DEVNET with any reasonably required or requested information regarding any such modifications.
- 3.7 **Hardware Requirements.** On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, the City shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System and the DEVNET wEdge™ Online Property Inquiry System. The City understands that wEdge™ is only supported on certain web browsers, and that wEdge™ will not function for the City or its users unless they are using a supported web browser. Supported web browsers are identified in the wEdge™ Hardware Requirements below.

Hardware Requirements for DEVNET Products

Note: Hardware may be purchased from any third-party vendor of the City's choice. The City or third-party vendor is responsible for setting up the file server and all required third-party software, including the Active Directory/domain and SQL Server.

The following specifications assume a single SQL and File server environment. In an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

If the Application and Image/Document and Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the following server specifications.

These specifications are for a physical server to support the DEVNET solution.

Server Specifications
Minimum: Less than 30,000 parcels and less than 20 users
2.00+ GHz quad-core Processor.
16-32 GB RAM.
150+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file. ^{1,2}
600+ GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, Application, and Image/Document and Sketch files. ^{1,2} □
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
Tape/disk or other backup solution.
High-speed Internet access.
VPN remote access.
1 Gb Ethernet adapter.
N+1 redundant cooling. ³
N+1 redundant power. ³
Uninterruptible power supply. ⁴
Windows Server 2008-2012 R2 Standard Edition.
Microsoft SQL Server 2008-2012 Standard Edition.
MS SQL Native Client.
.NET Framework 4.5.

¹The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

²Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read/write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read/write testing.

³The client can substitute an alternative as long as they provide the same level of redundancy.

⁴ The client does not need a UPS specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

Server Virtualization

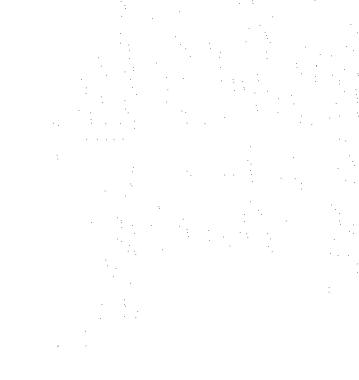
DEVNET does not recommend a virtual Microsoft SQL server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read/write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read/write testing.

Workstation Specifications	
Minimum Requirements	2.0+ GHz single core processor.
	4 GB RAM.
	20 GB+ hard drive.
	Video adapter capable of 1280 x 1024 resolution.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
	Windows XP Pro SP3/Vista Business/7 Pro-Ent/8.1 Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client.
	.NET Framework 4.0.
Preferred Requirements	2.0+ GHz dual core processor.
	8 GB RAM.
	40GB+ hard drive.

	Video adapter capable of 1280 x 1024 resolution.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
	Windows 7 Pro-Ent/8.1 Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client.
	.NET Framework 4.0.

Printers

DEVNET applications are compatible with most laser printers.

Receipt/Slip Printer

DEVNET applications can print receipts with either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, the receipt/slip printer driver will need to support slip wait and cash drawer open via settings in the driver. The DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. We also have worked successfully with other Epson printers that use the EPSON Advanced Print Driver.

Barcode Reader

The barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on the City's barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed. DEVNET recommends the Honeywell Voyager Series barcode reader:

Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. We recommend the Epson Capture One and Epson TM-S2000 scanners.

Recommended MVP Web Server Specifications
Minimum 1 Intel® Xeon® E5-2620 v3 6 core, 2.4 GHz processors.
Minimum 16 GB RAM.
300 GB hard drive space (boot array) in a RAID-1 array utilizing SAS 6GB 10K drives (SSD preferred) for Windows OS, and virtual memory file.
Hot-Spare drives for each drive type.
Minimum 1 Gb Ethernet adapter, preferred 2 balancing/failover teamed.
N+1 redundant cooling.
N+1 redundant power.
Windows Server 2012 R2 Standard Edition - server license and user CALs.
IIS 8.5.
MS SQL Native Client.
.NET Framework 4.0.

DEVNET EdgeMaps™ – Esri Requirements

EdgeMaps™ provides real-time GIS integration with authoritative CAMA and tax data. Powered by Esri's ArcGIS Platform, easy-to-configure web maps are embedded throughout the Edge™ software suite offering highly value interactive thematic maps.

- Extend search capabilities with interactive map parcel selection tools.
- Consume a multitude of web maps, each uniquely designed for visualizing property characteristics, reports, and analytics.

Each map references an ArcGIS Online web map. The following are the minimum Esri software licenses that are required to operate EdgeMaps™.

Option 1

- On premises map services that display DEVNET data in real-time.
- All map visualizations linked to live data. More control over performance and the number of shapes that may render.
 - ArcGIS Server Standard Enterprise 10.3 or higher (1).
 - ArcGIS Desktop Standard 10.3 or higher (1).
 - ArcGIS Online Identities (1 per user).

Option 2

- Cloud-Hosted Map Services, require synchronization of DEVNET data.
- All DEVNET data that is associated with the map's visualizations must be synchronized to ArcGIS Online. Limited control over map rendering properties or performance.
 - ArcGIS Online Identities (1 per user).
 - ArcGIS Online Hosted Feature Services (Service Credits).

* Hosted feature services cost 2.4 credits per 10 MB stored per month. A single service credit is \$0.10, sold in batches of 100.

3.8 **Delays.** Any delay by the City in performing any of its obligations under this Agreement shall extend all due dates and times for performance of DEVNET's obligations under this Agreement by a like amount of time. DEVNET shall be excused for failing to perform, or for any delay in performing, in accordance with this Agreement to the extent that such failure or delay is caused by the City, any third parties, or by problems or issues with City Equipment, City Software, or City Databases. The City shall be excused for failing to perform or for any delay in performing in accordance with this Agreement to the extent that such failure or delay is caused by any third parties or situations outside of the City's control.

Article 4: Term and Termination

4.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section 4.2, shall continue in force and effect until 12:01 a.m. on the fifth anniversary of the Effective Date. Included in this contract is pricing for a renewal term of five (5) years. This contract will automatically renew for a five (5) year term unless the City provides DEVNET written notification of intent to terminate ninety (90) days prior to March 1, 2023. Any written notice under this Article shall conform to the requirements of Paragraph 10.4.

4.2 **Termination for Non-Appropriation**

In accordance with NRS 354.626(2)(j): All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that the City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Agreement, the Agreement shall automatically terminate upon the City's notice to DEVNET of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

4.3 **Termination for Breach or Default.**

- a. If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 10.4 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 4.2(b) herein below.
- b. In addition to termination pursuant to Article 4, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 4.2(a) hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 10.4 – Notices.
- c. The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

- d. Any action for damages or to enforce this Agreement shall be filed, tried, and resolved in the First Judicial District Court, Carson City, Nevada, or if the case is removed to Federal Court, DEVNET Agrees that Reno, Nevada is a convenient venue and the case will only be removed to the United States District Court District of Nevada. Further, DEVNET agrees that it will not bring a motion to transfer venue outside of these two agreed upon venues. Should the case proceed to appeal, however, the appeal may be filed in any appropriate venue. In the event that either party hereto shall be required to resort to legal action seeking damages for breach of this Agreement, or to enforce the same, the prevailing party shall be entitled to the reasonable costs of the suit including attorney's fees.

4.4 **Effects of Termination.** Upon any expiration or termination of this Agreement: (i) the City shall have up to one-hundred (180) days to cease using the DEVNET Property Tax Software System (the City shall pay for any use of software beyond termination, which will be billed on a prorated basis according to the payment schedules in this Agreement); and (ii) each Party shall promptly return or destroy all Confidential Information of the other Party then in such Party's possession or control, and an officer of each Party shall certify in writing to the other Party that all such return or destruction has been completed.

Article 5: Fees and Payment

5.1 The payment schedule set forth herein is priced over the following five years, payable quarterly and upon milestone as detailed in appendix E, effective from the date of execution of this Agreement. The payment schedule includes the renewal term. All invoices submitted by DEVNET pursuant to this Agreement shall be due and paid by the City within thirty (30) days after receipt thereof.

Year 01 (March 1, 2018-February 28, 2019): For services received by Carson City under this Agreement during Year 01, Carson City shall pay to DEVNET the sum of \$212,768.52, payable as follows:

- a. The sum of \$93,491.24 due upon milestones accepted per Appendix E.
- b. The sum of \$48,240.88 on or before March 1, 2018; and,
- c. The sum of \$23,678.80 on or before June 1, 2018; and,
- d. The sum of \$23,678.80 on or before September 1, 2018; and,
- e. The sum of \$23,678.80 on or before December 1, 2018.

5.2 **Year 02 (March 1, 2019-February 29, 2020):** For services received by Carson City under this Agreement during Year 02, Carson City shall pay to DEVNET the sum of \$119,277.28 , payable as follows:

- a. The sum of \$48,240.88 on or before March 1, 2019; and,
- b. The sum of \$23,678.80 on or before June 1, 2019; and,
- c. The sum of \$23,678.80 on or before September 1, 2019; and,
- d. The sum of \$23,678.80 on or before December 1, 2019.

5.3 **Year 03 (March 1, 2020-February 28, 2021):** For services received by Carson City under this Agreement during Year 03, Carson City shall pay to DEVNET the sum of \$119,641.84, payable as follows:

- a. The sum of \$48,605.44 on or before March 1, 2020; and,
- b. The sum of \$23,678.80 on or before June 1, 2020; and,
- c. The sum of \$23,678.80 on or before September 1, 2020; and,
- d. The sum of \$23,678.80 on or before December 1, 2020.

5.4 **Year 04 (March 1, 2021-February 28, 2022):** For services received by Carson City under this Agreement during Year 04, Carson City shall pay to DEVNET the sum of \$111,256.40, payable as follows:

- a. The sum of \$40,220.00 on or before March 1, 2021; and,
- b. The sum of \$23,678.80 on or before June 1, 2021; and,
- c. The sum of \$23,678.80 on or before September 1, 2021; and,
- d. The sum of \$23,678.80 on or before December 1, 2021.

5.5 **Year 05 (March 1, 2022-February 28, 2023):** For services received by Carson City under this Agreement during Year 05, Carson City shall pay to DEVNET the sum of \$111,620.96, payable as follows:

- a. The sum of \$40,584.56 on or before March 1, 2022; and,
- b. The sum of \$23,678.80 on or before June 1, 2022; and,
- c. The sum of \$23,678.80 on or before September 1, 2022; and,
- d. The sum of \$23,678.80 on or before December 1, 2022.

5.6 **Year 01 Renewal (March 1, 2023-February 29, 2024):** For services received by Carson City under this Agreement during Year 01, Carson City shall pay to DEVNET the sum of \$112,120.96, payable as follows:

- a. The sum of \$41,084.56 on or before March 1, 2023; and,
- b. The sum of \$23,678.80 on or before June 1, 2023; and,
- c. The sum of \$23,678.80 on or before September 1, 2023; and,
- d. The sum of \$23,678.80 on or before December 1, 2023.

5.7 **Year 02 Renewal (March 1, 2024-February 28, 2025):** For services received by Carson City under this Agreement during Year 02, Carson City shall pay to DEVNET the sum of \$112,620.96, payable as follows:

- a. The sum of \$41,584.56 on or before March 1, 2024; and,
- b. The sum of \$23,678.80 on or before June 1, 2024; and,
- c. The sum of \$23,678.80 on or before September 1, 2024; and,
- d. The sum of \$23,678.80 on or before December 1, 2024.

5.8 **Year 03 Renewal (March 1, 2025-February 28, 2026):** For services received by Carson City under this Agreement during Year 03, Carson City shall pay to DEVNET the sum of \$113,120.96, payable as follows:

- a. The sum of \$42,084.56 on or before March 1, 2025; and,
- b. The sum of \$23,678.80 on or before June 1, 2025; and,
- c. The sum of \$23,678.80 on or before September 1, 2025; and,
- d. The sum of \$23,678.80 on or before December 1, 2025.

5.9 **Year 04 Renewal (March 1, 2026-February 28, 2027):** For services received by Carson City under this Agreement during Year 04, Carson City shall pay to DEVNET the sum of \$113,620.96, payable as follows:

- a. The sum of \$42,584.56 on or before March 1, 2026; and,
- b. The sum of \$23,678.80 on or before June 1, 2026; and,
- c. The sum of \$23,678.80 on or before September 1, 2026; and,
- d. The sum of \$23,678.80 on or before December 1, 2026.

5.10 **Year 05 Renewal (March 1, 2027-February 28, 2028):** For services received by Carson City under this Agreement during Year 05, Carson City shall pay to DEVNET the sum of \$114,120.96, payable as follows:

- a. The sum of \$43,084.56 on or before March 1, 2027; and,
- b. The sum of \$23,678.80 on or before June 1, 2027; and,
- c. The sum of \$23,678.80 on or before September 1, 2027; and,
- d. The sum of \$23,678.80 on or before December 1, 2027.

5.11 **Fees for Additional Services.** Unless otherwise mutually agreed by the Parties in writing, the fees to be paid by the City to DEVNET for any additional services provided by DEVNET pursuant to Section 2.9 (or any other relevant provision of this Agreement) shall be charged on a time-and-materials basis, at DEVNET's then-current standard hourly rate.

Article 6: Proprietary Rights

- 6.1 **Reservation of Rights.** Except as expressly provided in this Article 6, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to the City, nor shall title of any City Equipment, the City Software, or other asset (including data) of the City pass from the City to DEVNET, by reason of this Agreement. As between the Parties, DEVNET shall exclusively own all right, title, and interest (including, but not limited to, all copyrights and all renewals and extensions thereof, all other intellectual property and proprietary rights (and all applications therefor), recognized by any country in the world) in and to the DEVNET Property Tax Software System and all related Documentation, Application Programs, demonstration programs, training programs and materials, data screens, interfaces, and marketing literature and other materials, as well as any other software developed by DEVNET pursuant to this Agreement and all improvements, enhancements, customizations, modifications, derivative works, and the like of any of the foregoing.
- 6.2 **License by DEVNET.** DEVNET hereby grants to the City, effective upon the written mutual agreement by the Parties upon a Scope of Work pursuant to Section 2.2, a limited, non-exclusive, non-transferable license to use, only for the City's internal business purposes and only during the term of this Agreement (as the term of this Agreement may be renewed and extended, as provided for herein), the compiled Application Programs of the DEVNET Property Tax Software System that DEVNET provides to the City hereunder and that at any given time reside on the City Equipment. Except as set forth herein, the City may not use, sublicense, distribute, sell, rent, or otherwise transfer or dispose of, or modify, decompile, disassemble, or reverse engineer, in whole or in part, the DEVNET Property Tax Software System or any Application Programs, or any modified forms of any of the foregoing, in any manner whatsoever. The City will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 7 below. The license granted under this Article 6.2 will be immediately revoked in the event that the City breaches any of these provisions. The City shall be allowed to make a reasonable number of copies of the DEVNET Property Tax Software System for the purpose of routine system backup and archival.
- 6.3 **License by the City.** The City hereby grants to DEVNET, effective as of the Effective Date, a limited, non-exclusive, non-transferable (except in the event of an assignment of this Agreement by DEVNET in accordance with Section 10.3), fully-paid, royalty-free license and right to access and use the City Equipment, and City Software, and the City Databases, as necessary and appropriate for DEVNET to fulfill its obligations under this Agreement and as otherwise contemplated by this Agreement.

Article 7: Confidentiality

7.1 **Definition.** DEVNET and the City may disclose to each other certain Confidential Information in connection with this Agreement. The term "Confidential Information" shall mean any information or data (including, but not limited to, software (in either source code or object code form), documentation, product designs and plans, pricing schedules, customer and supplier lists, trade secrets, know-how, processes, techniques, inventions (whether or not patentable), and other technical, business, and financial information that is not generally known or available to the public) that is disclosed by either Party to the other Party under or in connection with this Agreement and that: (a) if in tangible form or other media that can be converted to readable form, is marked as "proprietary," "confidential," "private," or the like when disclosed or otherwise would reasonably under the circumstances be expected or considered to be confidential or proprietary by a prudent person with no special knowledge of the applicable industry; or (b) if disclosed orally or in visual form, is identified as proprietary, confidential, private, or the like at the time of disclosure and is summarized and indicated as being confidential in a writing delivered by the disclosing Party to the other Party within ten (10) days after such disclosure. Confidential Information of a Party may be the property of, or otherwise relate to, either the disclosing Party itself or an Affiliate of the disclosing Party. As used in this Agreement, an "Affiliate" means: (i) with respect to the City, any governmental agency or body associated with, and subordinate to, the City; and (ii) with respect to DEVNET, any person or entity that, at any given time, directly or indirectly, controls, is controlled by, or is under common control with DEVNET, whether through ownership of voting securities, by contract, or otherwise (with, for this purpose, and without limiting the foregoing, any person or entity that owns more than fifty percent (50%) of the outstanding voting securities (or other equity interests) of any other entity shall be deemed to control such other entity).

7.2 **Obligations.** Each Party acknowledges the value to the other Party of the Confidential Information of the other Party. In addition, each Party shall:

- Use the Confidential Information of the other Party only as required for this Agreement;
- Use at least the same level of care to protect and prevent the unauthorized disclosure of the Confidential Information of the other Party as such Party uses to protect its own information of a similar nature (but not less than reasonable care);
- Restrict disclosure of the Confidential Information of the other Party solely to those employees of such Party and its Affiliates and third-party contractors with a reasonable need to know such Confidential Information (i.e., who reasonably require access to the Confidential Information in order to perform their respective assigned duties or responsibilities) and who are subject to legally binding obligations of confidentiality substantially similar to those set forth herein, and not disclose any Confidential Information of the other Party to any other person or entity without the prior written consent of such other Party;
- Make only such number of copies of the Confidential Information of the other Party as is necessary for performance under this Agreement; and
- Reproduce and include on all copies made by such Party of any Confidential Information of the other Party any confidentiality notices that are contained on the Confidential Information, as received from the other Party hereunder.

7.3 **Exceptions.** The obligations of Section 7.2 above shall not apply to any Confidential Information that the receiving Party can demonstrate:

- Is or becomes available to the public through no breach of this Agreement;
- Was previously known by the receiving Party without any obligation to hold it in confidence;
- Is received from a third party free to disclose such information without restriction;
- Is independently developed by the receiving Party without reference to or use of Confidential Information of the disclosing Party;
- Is approved for release by written authorization of the disclosing Party, but only to the extent of, and subject to such conditions as may be imposed in, such written authorization;
- Is required by law or regulation (including, but not limited to, by any applicable "freedom of information," "sunshine," or "right-to-know" law or act) to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that, in such a case, the Party subject to such an order shall first notify the other Party of the order and permit such other Party to seek an appropriate protective order.

7.4 **Return or Destruction.** Except for any rights expressly granted in this Agreement, any Confidential Information (including, but not limited to, any permitted copies thereof) of either Party shall be deemed and shall remain the property of such Party. Upon any expiration or termination of this Agreement, and upon the written request of the other Party, each Party shall, within twenty (20) days after such expiration or termination or receipt of such written request, return all Confidential Information, including all copies thereof, of the other Party to the other Party or, if so directed by the other Party, destroy all such Confidential Information.

7.5 **Equitable Relief.** Each Party agrees that any breach or violation by it of any provision of this Article 7 would cause the other Party irreparable injury for which it would have no adequate remedy at law, and that, in such a case, the other Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to such Party.

7.6 **Survival.** All obligations undertaken respecting Confidential Information provided hereunder shall survive any expiration or termination of this Agreement.

Article 8: Warranty

- 8.1 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
 - a. The City's modification or relocation of the City equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - b. The City's or any third party's abuse, misuse or negligence;
 - c. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - d. The City's failure to fulfill its contractual obligations set forth in this Agreement; and
 - e. Hardware, network or operating system failure.
- 8.2 Except for the warranties expressly set forth in this contract, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 8.3 The City expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, the City is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET's "wEdge" product), the City acknowledges that, as between the parties, the City (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, the City's systems, data, and other resources. Without limiting the provisions of this Article, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to: (I) inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or (II) security breaches or incidents that result from causes not under the control of DEVNET.

Article 9: Indemnification

9.1 **By the City.** The City shall defend, indemnify and hold DEVNET and its Affiliates, and their respective employees, officers, directors, agents, representatives, and shareholders, harmless from and against any third-party claim or suit against DEVNET or any of the foregoing, to the extent such claim or suit arises out of or in connection with an assertion that any City Equipment or City Software, the City Database (or any data contained therein), or any other data, software, documentation, or materials provided or made available by the City to DEVNET in connection with performance under this Agreement, or any use of any of the foregoing in accordance with this Agreement, infringes any copyright, trademark, patent, or other intellectual property or proprietary right, or constitutes a misappropriation of any trade secret. In the event of any such claim or suit: (a) DEVNET shall promptly notify the City in writing of such claim or suit (except that the failure of DEVNET to promptly notify the City shall reduce the City's obligations of indemnification hereunder only to the extent that the City is prejudiced thereby); (b) the City shall have the sole control of the defense and settlement thereof; and (c) DEVNET shall reasonably cooperate with the City regarding such defense and shall furnish to the City, on request, information reasonably available to DEVNET for such defense. Notwithstanding the foregoing provisions of this Section, the City is in no way authorized to agree to any settlement, compromise, or the like that would require DEVNET to make any payment or that does not fully release DEVNET.

9.2 **By DEVNET.** DEVNET shall defend, indemnify and hold the City and its Affiliates, employees, officials, agents, and representatives harmless from and against, any third-party claim or suit against the City or any of the foregoing, to the extent such claim or suit arises out of or in connection with an assertion that the DEVNET Property Tax Software System, or any other deliverables or services provided by DEVNET to the City hereunder, or any use of any of the foregoing in accordance with applicable Documentation and this Agreement, infringes any copyright, trademark, patent, or other intellectual property or proprietary right, or constitutes a misappropriation of any trade secret. In the event of any such claim or suit: (a) the City shall promptly notify DEVNET in writing of such claim or suit (except that the failure of the City to promptly notify DEVNET shall reduce DEVNET's obligations of indemnification hereunder only to the extent that DEVNET is prejudiced thereby); (b) DEVNET shall have the sole control of the defense and settlement thereof; and (c) the City shall reasonably cooperate with DEVNET regarding such defense and shall furnish to DEVNET, on request, information reasonably available to the City for such defense.

Notwithstanding the foregoing provisions of this Section, DEVNET is in no way authorized to agree to any settlement, compromise, or the like that would require that the City make any payment. In the event that the use of any portion of the DEVNET Property Tax Software System, or any other deliverables or services provided by DEVNET to the City hereunder, is enjoined, or is likely to be enjoined, on account of any claim or suit referred to above, DEVNET shall promptly: (1) procure, at its sole expense, the right for the City to continue using the applicable materials in accordance with this Agreement; or (2) replace or modify the applicable materials to be outside the scope of the injunction and no longer infringing, but still substantially equivalent in functionality and performance to the materials at the time such claim or suit was brought. If neither of these actions is reasonably feasible through DEVNET's exercise of commercially reasonable efforts, DEVNET may terminate this Agreement upon notifying the City thereof in writing, without liability or penalty, refunding to the City, on an appropriately prorated basis, any fees prepaid by the City for the use of the DEVNET Property Tax Software System, or for Software Maintenance, for periods of time not yet expired as of the effective date of the termination.

Notwithstanding any provision to the contrary set forth in this Section or elsewhere in this Agreement, DEVNET shall have no obligation of indemnification under this Section to the extent that the given claim or suit (and the alleged infringement or misappropriation) arises from: modification of the DEVNET Property Tax Software System, or modification of any other deliverables or services provided by DEVNET to the City hereunder, by other than DEVNET or any party under the direction or control of DEVNET; the combination of the DEVNET Property Tax Software System, or of any other deliverables

or services provided by DEVNET to the City hereunder, with hardware or software other than those supplied, approved, or recommended by DEVNET or any party under the direction or control of DEVNET or specified in the applicable Documentation as being suitable or appropriate for use with the DEVNET Property Tax Software System or the applicable deliverables or services provided by DEVNET to the City hereunder; or, any specifications or requirements provided by the City with respect to any portions of the DEVNET Property Tax Software System, or of any deliverables or services provided by DEVNET hereunder, that were developed or created hereunder (or the DEVNET Property Tax Software Systems, or any such deliverables' or services', adherence or conformance to any such specifications or requirements).

Article 10: Miscellaneous

- 10.1 **Entire Agreement.** This Agreement, including any amendments hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.
- 10.2 **Force Majeure.** A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Article 4 (Termination) in such circumstances.
- 10.3 **Assignment.** This Agreement shall not be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld.
- 10.4 **Notices.** Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses, as each Party updates its address from time to time by notice delivered in accordance herewith:

To DEVNET: DEVNET, Inc.
1709 Afton Road
Sycamore, Illinois 60178
Facsimile (815) 899-0020

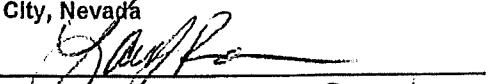
To the City: Laura Rader
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile, the date that it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

- 10.5 **Independent Contractor.** DEVNET and the City are acting hereunder as independent contractors, and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and the City as partners or joint ventures, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.
- 10.6 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.
- 10.7 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 10.8 **Non-Waiver.** Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 10.9 **Non-Exclusive Remedies.** Unless expressly otherwise provided in this Agreement, the remedies under this Agreement shall be cumulative and are not exclusive or mutually exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity. In any equitable action or arbitration conducted in connection with this Agreement, each Party may seek any remedy generally available under the governing law.
- 10.10 **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Nevada, and any other state, federal or local agency or unit of government that may legally control or direct the actions of either Party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.
- 10.11 **Binding Effect.** This Agreement shall be binding on each of the Parties and their respective successors and assigns.
- 10.12 **Approvals.** This Agreement shall not be binding upon DEVNET until it is approved and signed by DEVNET's duly authorized representative and all officials and officers of the City that are required by statute or ordinance to execute it.
- 10.13 **Survival.** Any provision of this Agreement that imposes or contemplates continuing obligations on a Party or that, by its nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement shall so survive for as long as intended, including, but not limited to, the provisions of Section 4.3, Article 6, Article 7, Article 8, Article 9 and Article 10.

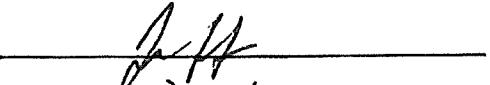
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Carson City, Nevada

By: 

Printed Name: Laura Rader

Title: Purchasing & Contracts Administrator

By: 

Printed Name: Jason Link

Title: Chief Financial Officer

By: 

Printed Name: Iris Youwell

Title: Deputy District Attorney

Approve as to legal form

DEVNET Inc.

By: 

Michael J. Gentry, President

Appendix A: Software Description

Proposal Deliverables:

Property Tax Assessment

- a. Parcel Maintenance, includes:
 - i. Name and Address Maintenance
 - ii. Legal Description Maintenance
 - iii. Site Address Maintenance
 - iv. Parcel Split and Combinations
 - v. Time Memo Maintenance
- b. Farmland Processing
 - i. Soils Maintenance
 - ii. Farmland Reporting
 - iii. Farmland Calculations
- c. Notices and Reporting
- d. State Abstracts
- e. Parcel Inquiry
- f. Assessor functions for Corrections
- g. Vacant Land Maintenance
- h. TIF Maintenance

Property Tax Calculation

- a. Tax District maintenance
- b. State Reporting
- c. Calculate Taxes
- d. Notices and Reporting
- e. Rollover to City Treasurer

Property Tax Collection / Distribution

- a. Tax Billing
- b. Tax Collection and Distribution
- c. Treasurer functions for Corrections
- d. Delinquent Notices
- e. Reports and inquiry
- f. State Reporting of Tax Collections

Delinquent Tax Module

- a. Tax Sale Maintenance and Processing
- b. Postponement of taxes Maintenance
- c. Bankruptcy Handling
- d. Reports and Inquiry

Personal Property Processing

- a. Maintenance of Personal Property Accounts.
- b. Calculation of Personal Property Tax.
- c. Billing of Personal Property Tax.
- d. Collection of Personal Property Tax.
- e. Distribution of Personal Property Tax.
- f. Reporting of Personal Property Tax.
- g. State Reporting of Personal Property Tax.

Mass Appraisal

- a. Replacement Cost Module for Residential, Agricultural, Commercial and Industrial Structures
- b. Cost Table Maintenance
- c. Sales Maintenance including Land Sales
- d. Sales Ratio / Study Module
- e. Land Appraisal Module
- f. Multiple Regression Analysis
- g. Comparable Property Analysis

Mobile Home Module

- a. Mobile Home Maintenance includes:
 - i. Name and Address Maintenance
 - ii. Vehicle information Maintenance
 - ii. Calculate/print Mobile Home Tax Bills
- b. Mobile Home Collection. This will be made part of the Real Estate Collection Module.
- c. Mobile Home Distribution.
- d. Notices and Reporting.

DEVNET Hosted wEdge E-Government Solution

Industry leading e-government and property search platform that integrates property information, GIS, and other government services through a single application.

wEdge is a customizable inquiry solution that integrates with the Edge® applications providing City and public users access to important taxpayer information.

wEdge Features

- Highly-customizable user interface
- Search properties by parcel number (PIN), property address, owner name and address, sale date, taxing body, property class, neighborhood, building attributes, and more
- Sort results by property/account number, property address, or name
- Parcel detail view can show any and all information associated with a property
- Unlimited number of images, sketches, and scanned documents
- Integrates with Google Maps, Bing Maps, City GIS, and Pictometry
- Section 508 and WAI-AAA accessibility standards compliant
- Captures the full history for each property for all years
- Online Collection – A DEVNET approved Partner should be selected for shopping cart integration

GIS Map Option

wEdge supports embedding ArcGIS Online webmaps when configured using Esri's Web AppBuilder. This is included at no additional cost, if the following requirements are met and in place.

Minimum requirements:

ArcGIS Online

- ArcGIS Online Organization for publishing content and optionally hosting GIS data.
- Single named user for publishing.
- Publically accessible web map with parcel polygon layer, parcel number field, and pop-ups enabled.
- Publically accessible web app published with Web AppBuilder.

GIS data hosting options:

1. Parcel data and other GIS layers can be published to ArcGIS Online as hosted feature services.
2. Parcel data can be served from ArcGIS Server as feature services
 1. Services can be hosted on premises. DEVNET data can be joined to parcel polygons producing near real-time information
 2. Services can be hosted by a GIS vendor.

DEVNET Hosted wEdge Deliverables

There are many benefits that come with DEVNET hosting the wEdge solution:

- DEVNET maintains the server and infrastructure
- Hosting is offered for FREE with the purchase of wEdge
- All updates, bug fixes, database fixes and phone support for City staff

Not Included: Software support for wEdge online inquiry shall not include:

Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The City also has the option of buying support in blocks of hours for the public or subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the City monthly at the above hourly rate. Support for the public or subscribers will not be performed without obtaining the prior authorization of the City.

Support due to infrastructure problems at the City site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the City monthly at the above hourly rate.

EdgeMaps™ GIS Solution

DEVNET has recently developed a new product line integrating GIS into our entire Edge™ system allowing users to visualize the property tax data. EdgeMaps™ is a valuable tool that can be integrated within the CAMA solution to visualize the analytics and correlations between subject neighborhoods and properties, as well as to visualize delinquent parcels, further analyzing neighborhood trends and conditions. We have provided more information within this section.

EdgeMaps™ provides real-time GIS integration with authoritative CAMA and Tax Data. Powered by Esri's ArcGIS Platform, easy-to-configure web maps are embedded throughout the Edge™ software suite, offering highly valuable interactive thematic maps.

- ⌚ Extend search capabilities with interactive parcel selection tools.
- ⌚ Consume a multitude of web maps, each uniquely designed for visualizing property characteristics, reports and analytics.
- ⌚ Support ArcGIS Land Records solutions by serving real-time Local Government Information Model data.
- ⌚ Property Characteristics – CAMA attributes such as land and building characteristics can be symbolized in web map viewed through an embedded map in the Edge™ CAMA toolset.
- ⌚ Studies and Reports – In addition to data entry, Edge™ is a reporting tool. DEVENT's Edge™ applications provide a comprehensive set of tools for the analysis of sales, property attributes, and valuation data. Most studies and reports return a subset of parcels. Embedded web maps allow a user to view a thematic map of report and study results.

Support for the City and Training are included as part of the contract and is available for an unlimited number of hours. On-site training is scheduled and provided as reasonably needed. Training can also be conducted over the telephone and via internet. Telephone support is available through our toll free number from 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday. After-hours and weekend support is available with at least 48 hours advance notice.

Appendix B: Third Party License and Maintenance Fees

Third Party License and Maintenance	License Fees				
	Year 1	Year 2	Year 3	Year 4	Year 5
Marshall and Swift	\$6,697.52	\$7,062.08	\$7,426.64	\$7,791.20	\$8,155.76
Lead Tools	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
Total License, Maintenance and Third Party Cost	\$7,297.52	\$7,062.08	\$7,426.64	\$7,791.20	\$8,155.76

Third Party License and Maintenance	License Fees				
	Year 6	Year 7	Year 8	Year 9	Year 10
Marshall and Swift	\$8,575.29	\$8,994.57	\$9,432.09	\$9,887.83	\$10,361.81
Total License, Maintenance and Third Party Cost	\$8,575.29	\$8,994.57	\$9,432.09	\$9,887.83	\$10,361.81

The fees in Appendix B are included in the pricing under Article 5: Fees and Payment.

Appendix C: Software Requirements from Carson City

Below is a list of software requirements of the City. The Scope of Work referenced in section 2.2 will take precedence with regard to this list.

ASSESSOR

Property and Assessment Administration

- Variable length parcel identification numbers
- Fractional Assessment Value (assessed value = 35% of taxable/market)
- Parcel Transfer system (splits, combination and sale entry)
- Exemption Processing (Real Property, Personal Property, State Veterans Homes) NRS 361.080, 361.085, 361.090, 361.0905, 361.091
- Integration of Exemptions with Nevada DMV
- Must include barcodes for exemption vouchers
- Document Imaging system
- Tax Abatements
- Special Assessment Maintenance (NHIDS, LMD, Water basins, etc.)
- Customized Notifications (OOC, Rental Affidavits, Exemptions)
- Customized Publications (Top ten taxpayers)
- State Required Reporting (segregation NRS 361.390, Statistical Analysis NRS 361.390, sub districts totals, log entry changes)
- Track exemptions by statute and report to the Department NRS
- Query Builder
- Redevelopment Districts (TIFS)-Must be able to calculate on individual parcel basis, as well as district wide (%)
- History of Ownership, parcel genealogy and Recorded Documents
- Track Address changes
- Track all correspondence sent out
- Mass data entry and import/export ability
- Ability to build/print a property record card
- Process online declarations from taxpayers
- Ability to make certain property confidential in nature and make it very noticeable for staff NRS 250.120
- Data conversion (who pays for and write the conversion code)
- Document scanning (able to interface with document provider)

Computer Assisted Mass Appraisal (CAMA)

- Replacement cost module for residential, agricultural, commercial, industrial structures (include improvements in mobile home parks)
- Be able to re-cost using all Marshall & Swift components (ie, siding, roof covering, heating, , basements, porches, garages, etc.)
- Be able to add additional improvements (ie. Fencing, cfw, sprinklers, etc)
- Be able to print M&S reports (for multiple years)
- Be able to re-cost all structures/improvements at one time
- Cost table maintenance (preferably with import capabilities)
- Sales maintenance including snapshot of parcel characteristics at time of sale
- APEX sketch tool integration (preferably with Marshall & Swift cost integration)
- Marshall & Swift integration
- Sales ratio study module
- Land appraisal module
- Multiple regression analysis
- Comparable property analysis
- Need the ability to calculate the assessed values for properties destroyed by a natural disaster (SB 352 of NV 77th legislature)
- Ability to adjust the actual age of improvements for additions (weighted age)NRS 361.229
- Ability to split common area improvements to between all parcels in a development NRS 361.233
- Map tab
- Public internet accessible information including GIS and map information (includes previous assessment info)
- Administrative and user level security
- Ability to make corrections or changes to prior years (due to BOE decisions)
- Photograph and document management
- GIS Integration
- Ability to apply factors
- Ability to apply and report obsolescence
- Agricultural values, deferments (seven year deferment calculations)
- Historic Deferment (seven year deferment calculations)
- Re-cost all improvements years. (include those parcels that have minor improvements)
- Ability to integrate or import building permit information
- Ability to add notes to a record and share them with the Treasurer
- Field appraisal capabilities

Unsecured/secured (possessory interest, supplemental) and Personal Property Processing

- Maintenance of unsecured and personal property accounts (Aircraft, Commercial Business, Commercial Offices, Farm Equipment, Mobile Homes, Porta Hangar, Supplemental, Telecommunication, Possessory Interest)
- Secured and Unsecured property maintenance
- Calculation of unsecured property taxes
- Billing of unsecured property taxes
- One time bills and four installments. NRS 361.483(5)
- Be able to bill different PP (CB accounts) at different times throughout the year, with interest/penalties being added on only accounts 30 days (plus grace period) delinquent.
- Amendments (Katrinka)-helps with month end balancing.
- Calculate AV for GOED properties (50% abatements) NRS 361.0687
- Collection of unsecured property taxes
- Distribution of unsecured property taxes
- Reporting of unsecured property taxes NRS 361.265
- State reporting of unsecured property taxes
- Personal Property online declaration processing
- Be able to import/export items
- Collection and Seizure notices
- Must include barcodes on personal property forms
- Personal property queries

Property Tax Calculation

- Tax rate entry
- Tax cap calculations
- Tax district maintenance
- State reporting
- Parcel maintenance
- Notices and reporting
- Recapture

Property Tax Collection & Distribution

- Tax billing (ability to add penalties and interest and amend tax bills)
- In-house tax bill printing OR file export to 3rd party printer
- Tax collection and distribution
- Tax Payment Authority file collection (text file collections)
- Internet/Online collection ability
- Automated Clearing House Collection
- On demand tax bill printing (re-print)

- Daily collection summary reporting
- Collector functions for corrections/amended tax bills
- Delinquent notices
- Tax sale processing
- Forfeiture maintenance
- Penalty & Interest application process
- Be able to select tax bills under a certain AV (tax amount) and not bill. NRS 361.068 sub 2
- Custom notices
- Custom publications
- Estimated tax calculation & revenue projections
- State reporting
- Reporting

Delinquent Tax Processing

- Tax sale maintenance and processing
- Forfeiture maintenance
- Redemption processing
- Bankruptcy handling
- Reporting

PERSONAL PROPERTY SOFTWARE

Must be able to perform proforma reports for budgeting purposes

Must be able to apply the property cap (3% or 8%) on all accounts

Must be able to pull up scanned documents (Exemption, OOC Cards, Rental Affidavits)

Do not bill for those accounts deemed to be under the de minimus

Track NRS exemptions for State report

Track changes or correspondence for each change

Create accounts for personal property

- Commercial Business (CB, CL)
- Aircraft (AB, AC)
- Mobile Homes (MH)
- Commercial Coaches (CO)
- Farm Equipment (FE)
- Mine equipment (ME)
- Porta Hangars (PH)

- Billboards

Depreciation Tables (200% declining balance)

- Three (3) year
- Five (5) year
- Seven (7) year
- Ten (10) year
- Fifteen (15) year
- Twenty (20) year
- Thirty (30) year
- Mobile Home sold on or after July 1, 1982 (16 year straight line)
- Billboard (Fifty (50) year)

Must have assessed owner and legal owner (for mobile homes)

Mobile home accounts must list:

- Manufactured year
- Make
- Model
- Serial Number
- Size (length/width) (feet or inches)
- Location address
- Base value
- Accessories value
- Date installed
- Source of Bale value (SRP/DRS)
- Ability to apply personal exemptions
- Lien holder information (name/mailing address)
- Notes
- Calculate the Assessed Value (Cost X cost index X % good X 35%=AV)

Commercial business must list:

- Business name
- Mailing address
- Business type
- Current location
- Description of equipment
- Year of acquisition
- Cost of item
- Ability to deactivate the item
- Calculate the Assessed Value (Cost X cost index X % good X 35%=AV)

- Ability to identify new to the roll (taxed outside the property tax cap the first year)
- Ability to process commercial business declarations online.
- Notes
- Subject to secondary property tax cap
- Ability to flag an account that may need additional work/waiting for additional info (wishlist)
- Ability to reprint an individual declaration/tax bill
- Adding attachments (documents added via efiled declarations (wishlist)

Aircraft

- Owner name
- Owners address
- Tail number ("N" number)
- Manufactured YR
- Make
- Model
- Serial Number
- YR of acquisition
- Current location
- Base Value
- Notes
- Subject to secondary property tax cap
- Calculate the Assessed Value (Cost X cost index X % good X 35%=AV)

Collection/billing

- Calculation of unsecured property taxes
- Billing of unsecured property taxes
- One time bills and four installments. NRS 361.483(5)
- Be able to bill different PP (CB accounts) at different times throughout the year, with interest/penalties being added on only accounts 30 days (plus grace period) delinquent.
- Amendments (Katrinka)-helps with month end balancing.
- Calculate AV for GOED properties (50% abatements) NRS 361.0687
- Distribution of unsecured property taxes
- Reporting of unsecured property taxes NRS 361.265
- State reporting of unsecured property taxes
- Personal Property online declaration processing
- Be able to import/export items
- Collection and Seizure notices
- Must include barcodes on personal property forms
- Personal property queries

Able to enter email address and telephone numbers

Ability to enter NAICS Codes

Ability to secure the personal property taxes to real property tax roll

Ability to tie real property parcel and unsecured account. (example, if both RP and PP are owned by the same person, only send one Owner Occupancy Card)

Record when declarations where sent out, returned and processed

Confidentiality NRS 250.130

Moving permits (include reports to Manufactured Housing)

TREASURER

The Year-begin Process

- Applying tax service codes to the Assessor's file to identify the tax service company that will be paying the taxes
 - Automatically
 - Parcel by Parcel
 - Tax service codes must first be cleared from all parcels before applying the current year codes.
 - Ability to print Tax Service Code List
 - Ability to print Tax Service Parcels
- Defining taxes and rates for the coming year
 - Ad valorem taxes
 - Carryforward each year so only changes need to be re-entered
 - Define with a number and a description that will be printed on bills, apportionment printouts, and other system output.
 - Tax Rate per \$100 - up to 4 decimal places
 - Need the ability to group several ad valorem taxes into a single "family" if they all belong to the same taxing entity using a Parent Tax Number.
 - Need to enter optional tax type - such as Nevada State tax or School related taxes (for abatements)

- Need to be able to define tax as being exempt or non-exempt from the Tax Increase Cap
- Need to be able to enter the amount of the tax that is exempt from Redevelopment
- Need to be able to input the revenue account number that receipts will be credited to
- Ability to print Ad Valorem Tax Definitions
- Special assessments
 - Carryforward each year so only changes need to be re-entered
 - Define with a number and a description that will be printed on bills, apportionment printouts, and other system output.
 - Need the option to have the special assessment split into the 4 quarterly installments or billed on the 1st installment
 - Need to define whether the special assessment is subject to penalties/interest or is exempt from penalties/interest
 - Need to be able to input the revenue account number that receipts will be credited to
 - Ability to print a list of all defined Special Assessments for a given year
- Delinquent Water and Sewer amounts
 - Nevada Revised Statutes and our Carson City Municipal Code allow delinquent water/sewer charges to be placed on the tax roll.
 - The system must be able to accept an import file from our Utility software to add the delinquencies to each applicable parcel.
 - The system must be able to export the current property owner name and addresses for each parcel with delinquent water and sewer to our Utility software so that letters can be prepared and sent to the delinquent property owners.
- Setting up Districts
 - Carryforward each year so only changes need to be re-entered

- Define with a number and a description that will be printed on bills, apportionment printouts, and other system output.
- Ability to enter which Ad Valorem Taxes (by number) are to be billed within each district
- The Base Amount for Secured Taxes must be converted from our ADS data into the new system
- The Base Amount for Unsecured Taxes must be converted from our ADS data into the new system
- The program must be able to calculate the percentage of each ad valorem tax that will go to the Redevelopment Fund
- Ability to print list of defined districts and the applicable ad valorem taxes and rates
- Entering/calculating Special Assessments
 - Need the option to clear all prior amounts for each Special Assessment
 - Ability to enter Special Assessments manually parcel by parcel
 - Ability to enter Special Assessments on a range of parcels
 - Ability to import Special Assessments from an Excel File to multiple parcels
 - Need to have other selection criteria for when to add an assessment - such as: districts, land use codes, and zoning codes.
 - Ability to define if the special assessment should be applied to "exempt" parcels or not
 - Need to be able to calculate the special assessment as an amount or as a percentage of the net assessed value.
 - Ability to print a list of Special Assessments ready to be billed by parcel number
 - Ability to print a list of Special Assessments ready to be billed by Special Assessment number
- Resolving orphaned parcels
 - Ability to access Assessor data files that show a history of Changed Parcel #'s in order to determine what the new parcel # should be

- The program must have the capability to update this new parcel # in all records
- Ability to print a list of orphaned parcels and the new parcel #
- Changing parcel numbers
 - Ability to change the parcel # for an existing tax receivable
 - All billing and payment history (including prior years) should change to the new parcel #
 - Original parcel number should be reflected where applicable
- Setting the tax increase Alternative cap %
 - Ability to enter the %s as determined by the Nevada Department of Taxation each year prior to extending the new year roll
 - Applies to both secured and unsecured taxes
 - Ability to use the Nevada Department of Taxation preliminary tax cap factors (usually available in early March) in order to create the Revenue Forecast required from each County for the State

The Billing Process

Extending the roll

- The program must be able to calculate the taxes on each parcel per our Nevada Revised Statutes.
- To do so, the system must be able to use data from the Assessor module such as: the prior year assessed value, prior year tax rate, prior year abatement, new improvements, exempt values, new assessed value, recapture value, exempt taxes, and tax cap %s in order to calculate the Partial Abatement of property taxes and any Recapture Amounts.
- The program must also be able to calculate the other abatements available for qualifying parcels.
- The system must be able to calculate the amount of taxes to go to our Redevelopment Fund. Carson City handles its Redevelopment at the parcel level (as opposed to the district level) such that each parcel in a Redevelopment district has its own Redevelopment Base Amount and has its own Redevelopment Percent calculated when the roll is extended.

- Special assessments must be calculated as defined
- The system must combine parcels containing summary parcel numbers into consolidated records.
- Prior year delinquencies must be automatically added to the bill and shown as such. They should be added specifically to the 1st installment.
- Our tax is billed in 4 equal installments - with the exception that Special Assessments can be defined as being split in 4 or all billed on the 1st installment.
- For Carson City, when calculating the 4 equal installments - the second, third, and fourth installments are rounded down to a whole dollar amount and the cents are added to the first installment.
- The Roll Extension program must be able to print summaries by sub district and county-wide of the total taxes and special assessments calculated, tax by tax, including pre-abatement totals, abatement totals, recapture amount totals, and abated totals.
- Printing the bills or Creating a Bill File to be sent to an external vendor to print tax bills
 - The system must allow for printing the bills "in-house" and for creating a file to be sent to a third party vendor for printing the bills
 - The program must allow for not printing bills if flagged accordingly.
 - The program must allow for emailing bills.
 - The program must allow for identifying additional names and addresses that are to receive a copy of a bill.
 - Carson City currently uses a third party vendor. We would like to be able to have the front page of our bills imported into the system and saved as pdfs so that a bill can be viewed or re-printed.
 - The program must allow for re-printing bills at a later date - showing either the original bill or reflecting payments made to date.
- Establish the New Year collection File
 - The system must allow for Extending the Roll and Creating a Bill File to be re-done multiple times if necessary or desired before finalizing and establishing the New Year Collection file

The Payment Process

- Batching and balancing
 - Daily by user ID or workstation
- Payment entry
 - Searching for an account
 - Ability to search by parcel number, current year roll number, assessed owner name
 - Payment entry screen
 - The system should pre-fill the amount due as of the current date and indicate the payment type as "check"
 - If there are no taxes outstanding, the screen should state something like "no taxes owing"
 - The system should pre-fill the payer name with the assessed owner's name or Tax Service Company if applicable
 - The system should pre-fill the payment date with the current date.
 - The system should reflect if there are any notes present regarding the parcel and enable the user to access the notes from this screen
 - The screen should reflect the assessed owner's name and the current owner if different
 - If a parcel is marked as Confidential, this should be indicated on this screen so that the user is reminded to treat all information as confidential
 - Entering the payment
 - The system must allow for partial payments
 - The system must not allow for a payment that is more than the amount due as of the 4th installment due date
 - Payments are to be applied to the oldest quarterly installment with an amount due and progress forward, paying each off until it gets to the quarterly installment for which only a partial amount can be applied.
 - Payments are applied to each ad valorem tax, special assessment, and penalty/interest amount on a percentage basis when not being paid in full.

- The program must have the ability to apply payments received on a parcel that is part of a bankruptcy to be either applied to the post-bankruptcy outstanding taxes or to the outstanding amounts marked as being protected by bankruptcy.
- The program must allow us to decide which fields are mandatory when entering a payment amount. For example, we may decide to only enter the check amount, without requiring the bank number or check number.
- Printing a receipt
 - The program must allow for us to design our receipts
- Entering a refund amount
 - Since we cannot accept a payment for more than the parcel's total balance, the program must allow for entering the amount to be refunded in a separate field and then apply the balance to the outstanding amount.
 - The system must track the refund amounts until we mark them as having actually been refunded.
- Inquiring into account history
 - The program needs to show all of the billing history and payment history associated with each parcel. It should show the type of payment/adjustment/penalty, the billed owner's name, the payer's name, transaction dates, amounts, and a running balance.
 - This history should also reflect any parcel number changes, tax cap percentages, tax rates, all special assessments, the abatement amounts, any recapture amount, the user ID, and the workstation where the activity was entered.
 - If a parcel is marked as Confidential, this should be indicated on this screen so that the user is reminded to treat all information as confidential
 - The program needs to show the Correspondence History for letters, bills, and notices sent to taxpayers.
- Printing an account summary
 - The program must allow for printing an account summary by date range
- Notes
 - The program must allow for notes to be entered on an individual parcel or on multiple parcels at once.

- The program must allow for trigger dates to be entered that will then be used to alert a user that some sort of action is required.
- Single payment for multiple accounts
 - The program must allow for pre-selecting a range of parcels or entering the parcels one by one.
 - The rules regarding partial payments, payments greater than the amount due, and the order in which to apply payments that are above under "entering the payment" will still apply.
- Process payments from input file (e.g. from Tax Service companies)
 - The program must allow us to set options regarding: what installment to apply payments to, whether to accept overpayments and set up the refund amount, whether to accept partial payments, and whether to reject payments with no balance due on a particular installment.
 - The program must allow for the option to see a report of the payments or to allow for the option to both report and process the payments.
- Internet payments
 - The program must allow for payments received via the internet to be processed electronically.
- Payments and adjustments proof lists
 - Must have the option to show all payments and adjustments since the last daily activity was closed out - sorted by entry date and time and sorted by user or workstation.
 - The program must allow for re-printing these lists as of a past date.
- Closing out daily activity
 - Must be able to close activity by user or workstation.
 - Must be able to close activity multiple times during a day.

Adjustments to Payments

- Change payer name
- Change the payment type

- Back out a payment
- Need a drop down menu that lists most common reasons for an adjustment
- Ability to re-print a receipt
 - Re-printed receipt should indicate it is a "duplicate" and/or "not an original"

Amendments to Bills

- Change the ad valorem taxes billed
 - Ability to change any of the fields used in the tax calculation
 - Need a Drop down menu for NRS section associated with each type of exemption
 - Any change to ad valorem taxes or abatement must update the appropriate records in the Assessor module so that the next year's tax and abatements are calculated based on these changes
- Add/change/delete special assessments
- Add/change/delete penalties and interest
- Put outstanding taxes under bankruptcy protection

Applying Penalties and Interest

- Quarterly penalties
 - Program must calculate penalties as per our Nevada Revised Statutes and then advance to the next quarter.
 - Allow for printing a report listing all penalties applied to delinquent accounts showing grand total and the parcel count.
- Monthly interest
 - Program must calculate interest using the rate per our Nevada Revised Statutes.
 - For Carson City, monthly interest is applied against current year's unpaid taxes beginning in June.
 - Allow for printing a report listing all interest applied to delinquent accounts showing both the grand total and the parcel count.

Year-end Process

- Program must have the ability to perform all tasks as required by our Nevada Revised Statutes - currently NRS 361.5648 through NRS 361.577
- Print delinquent parcel lists
 - Ability to print by type of delinquencies - 1st year, 2nd year, and/or 3rd year.
 - Ability to sort by parcel number or owner name.
 - The program must use the "current owner" name from the Assessor module.
- Print delinquent parcel letters
 - Ability to print by type of delinquencies - 1st year, 2nd year, and/or 3rd year.
 - The program must use the "current owner" name and address from the Assessor module.
 - Allow for printing a list of the parcels that are sent a letter.
 - Ability to pull additional names and addresses that are to receive a letter other than current owner.
 - The program must add these letters to the Correspondence history.
- Add publication costs to penalties
 - Ability to add an amount by type of delinquencies - 1st year, 2nd year, and/or 3rd year.
 - Ability to add additional costs to individual parcels.
- Print newspaper list
 - Ability to print a list and/or create a file by type of delinquencies - 1st year, 2nd year, and/or 3rd year.
 - Program must exclude amounts protected by bankruptcy.
 - List should be in alphabetical order with a break before the start of each change in the first letter.
 - The program must add that a parcel was included in this delinquent listing to the Correspondence history of each such parcel.
 - The program must use the "assessed owner" name from the Assessor module.
 - The program must exclude the owner's name for parcels marked as "confidential".

- Print Trustee Certificates
 - The program must be able to print a Trustee Certificate for each 1st year delinquent parcel
 - The program must be able to print an updated Trustee Certificate for each 2nd year delinquent parcel
 - The program must be able to print a list of the parcels generating a trustee certificate
 - The program must add these certificates to the Correspondence history.
 - The program must use the "assessed owner" name from the Assessor module.
- Print delinquent parcel lists for District Attorneys (NRS 361.635)
 - The program must be able to print a list of all delinquent parcels with the delinquent amount, exclusive of penalties and interest, greater than a certain amount or within a certain range and include a signature line at the bottom of the listing.
 - The list must also reflect how much, if any, of the delinquent amount is protected under bankruptcy.
 - The program must use the "assessed owner" name from the Assessor module.
 - The program must reflect these parcels as being on the D.A. list in the Correspondence history.
- Print delinquent parcel letters for District Attorneys
 - The program must be able to print a Warning letter from the D.A. for each delinquent parcel on the lists described above.
 - The program must be able to print a list of the parcels receiving a letter and include such in the Correspondence history.
 - The program must use the "assessed owner" name from the Assessor module.
 - The program must also allow for identifying additional names and addresses to also receive a letter.
 - The program must be able to store a copy of the letters.

- Print Tax Deed Listing
 - The program must be able to print a Tax Deed listing for all 3rd year delinquent parcels that can be sorted by Current Owner Name within each Taxing District or by Parcel #.
 - The list must include the outstanding taxes and penalties/interest and the Legal Description which will come from the Assessor module.

Reports and Letters/Print:

- Payment Apportionment
 - The program must be able to generate a report showing the apportionment of payments collected since the last time it was run.
 - The program must also be able to produce a corresponding Payment Apportionment Summary will shall show totals by year and by district.
 - If the apportionment is for personal property taxes collected, the collection fees (as allowed by NRS 361.530) must be shown for each ad valorem tax along with a net amount column which is the total amount less the collection fees.
 - The program must be able to export the amounts to interface with our accounting software.
- Re-print Prior Payment Apportionment(s)
 - The program must allow for re-printing the apportionment reports.
 - The program must also allow for the report to be run by date range.
- Tax Collection Summary Report
 - This report must provide, by district and county-wide, a tax-by-tax billing and payment reconciliation for any selected year, showing for each tax the amount billed, total amendments, total payments and adjustments, and the balance due.
 - For both the amounts billed and the total amendments, the report must show: the pre-abatement amount, the combined abatement and recapture amounts, and the resulting abated amount.
 - There must be the ability to print just the county total page, omitting the pages that show the tax collection summary for each district.
 - The program must also allow for the report to be run by date range.

- Outstanding Taxes by Year (current or prior year)

- The program must allow for selecting which year(s) to print.
- The program must allow the option to not include amounts protected by bankruptcy.
- For a current year report, there must be the option to exclude current year installments for quarters that have not yet been closed and penalized.
- There must be the option to print "totals" only or to print in detail format.
- The program must allow for the report to be sorted by parcel number, current assessed owner name, the amount owing, or the amount billed.
- There also must be the option to run the report by a particular special assessment or ad valorem tax.
- There also must be the option to run the report for amounts within a certain range of amounts.

- Print Roll with Payments

- This report must provide the current year amount billed, amounts paid, and outstanding amounts for each parcel number - with a column for each quarter tax amount, a column for penalties, and a total amount column.
- There must be the ability to sort by parcel number or by current assessed owner name.
- There must be the option to print "totals" only or to print in detail format.

- Courtesy/Reminder Letters

- Courtesy letters are for parcels that made a payment that was not an exact quarterly installment amount and therefore, they are out of sync with their original bill's remaining quarterly installment amounts.
- There must be the option to skip parcels that have already received a letter for the current tax year.
- Reminder letters are for accounts that owe an amount for a quarter that has been closed and penalized.
- Both types of letters must show the amount billed, paid, and due, including penalties and interest for the current year, and a combined prior year amount if applicable.

- The program must use the "assessed owner" name and address from the Assessor module.
- There must be the option to skip parcels that have an outstanding balance less than a certain minimum.
- The program must be able to print a list of the parcels receiving a letter and include such in the Correspondence history.
- The program must also allow for identifying additional names and addresses to also receive a letter.
- The program must be able to store a copy of the letters.
- The program must include these letters in the Correspondence history.

- Bill Amendment Reports
 - This report will show bill amendments made during a given date range.
 - Ability to run the report for selected parcels or for all parcels.
 - Ability to exclude amendments to penalties and interest.
 - Report should also show the date, time, user ID, any remark, old amount, new amount, and amount of change.
- Parcels in Bankruptcy/Postponed Taxes Report
 - Report will show every parcel that has any quarters marked as being protected by bankruptcy, listing their total tax and penalty, amount paid, amount in bankruptcy, and amount due.
- Print Selected Parcel Labels
- Bill/Abatement Summary Report
 - This report is required by the Nevada Department of Taxation and must be printed as:
 - Current Year Billed to Date by Taxing Entity
 - School District Report for Current Year
- Create and print Revenue Forecast File for Dept. of Taxation (Pro forma Report)

- This report is required by the Nevada Department of Taxation.
- The program must be able to prepare a file of estimated (pro forma) Secured Property Taxes for the coming tax year, by Taxing Entity.
- The program must allow the option to use the prior year's tax rates or use proposed tax rates for the coming tax year.
- The calculation must be able to access information from the Assessor module regarding type of abatement a parcel qualifies for.

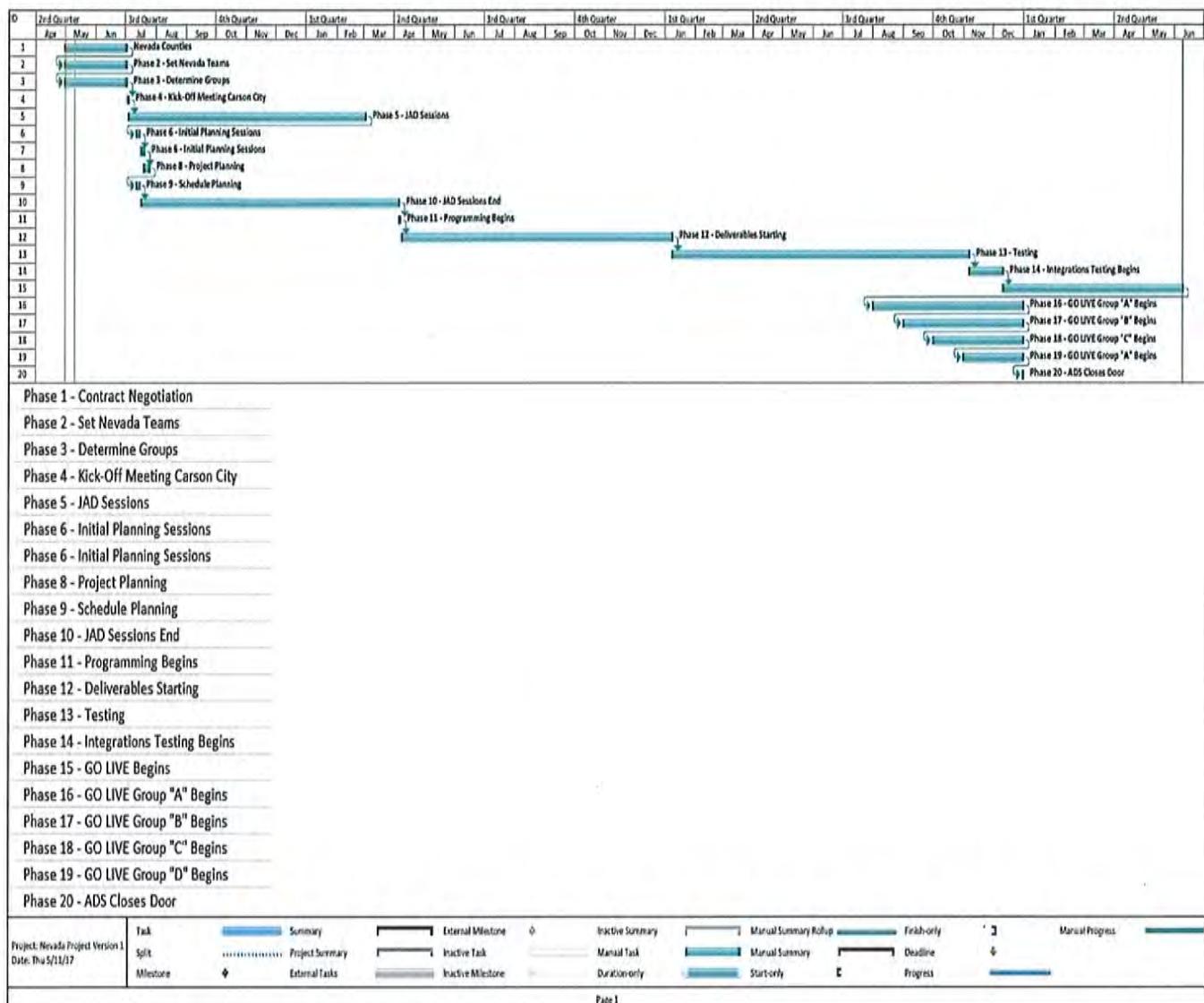
Miscellaneous Functions

- Create Account Status File
 - This is necessary as occasionally Tax Service companies request a file so they can determine payments to make.
- Work with Queries
- Carson City Web Page
 - Public to still have access to the types of information they have now. For example, history on a parcel should reflect all payments made by date with payer's name.

This list of functional requirements may not include all requirements.

Appendix D: Tentative Timeline

Below is a tentative timeline with regard to software implementation. The JAD sessions supersede this timeline and dates will change accordingly.



Appendix E: Milestone Payments

Milestone Payments are due upon acceptance per 2.2 and 2.7 listed above.

Delivery times for each delivery will be determined by the Scope of Work as referenced in 2.2.

- A. The sum of \$13,355.90 due upon signed Scope of Work. Scope of Work is accepted upon meeting the conditions in 2.2.
- B. The sum of \$13,355.89 due upon acceptance of Assessment Administration Module. Assessment Administration Module is accepted upon meeting the conditions in 2.7.
- C. The sum of \$13,355.89 due upon acceptance of CAMA (Computer Assisted Mass Appraisal) Module. CAMA (Computer Assisted Mass Appraisal) Module is accepted upon meeting the conditions in 2.7.
- D. The sum of \$13,355.89 due upon acceptance of Personal Property Module. Personal Property Module is accepted upon meeting the conditions in 2.7.
- E. The sum of \$13,355.89 due upon acceptance of Tax Calculation Module. Tax Calculation Module is accepted upon meeting the conditions in 2.7.
- F. The sum of \$13,355.89 due upon acceptance of Billing and Collection Module. Billing and Collection Module is accepted upon meeting the conditions in 2.7.
- G. The sum of \$13,355.90 due upon acceptance of wEdge and EdgeMaps Module. wEdge and EdgeMaps Module is accepted upon meeting the conditions in 2.7.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding proposed Contract No. 23300167 with Eurofins Eaton Analytical, LLC ("Eurofins") to provide water quality testing services through December 31, 2025, for a total not to exceed amount of \$96,614. (Carol Akers, cakers@carson.org and Eddy Quaglieri, equaglieri@carson.org)

Staff Summary: Carson City tests the water in its municipal system to ensure that it meets all state and federal regulations governing water quality. Through the proposed contract, Eurofins would perform water quality testing for \$25,886 during 2023, \$50,099 during 2024 and \$20,629 during 2025, for a total not to exceed amount of \$96,614 over those three years.

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 proposed contract with Eurofins has an initial three-year term with a total not to exceed amount of \$96,614. The proposed contract also provides two renewal options, each for a term of one year, subject to negotiation. Any such renewal would come back to the Board of Supervisors ("Board"), as an amendment to this contract, for review and approval.

A formal Request for Proposals was released on August 18, 2022, and proposals were accepted through 2:00 p.m. on September 22, 2022. Four proposals were received, and the Review and Selection Committee selected Eurofins to recommend to the Board.

Eurofins was selected above the other three firms based on their qualifications, experience, references and their costs for services.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Water Fund Laboratory Expenses Account 5203502-500636

Is it currently budgeted? Yes

Explanation of Fiscal Impact: \$115,000 is budgeted each fiscal year in the Laboratory Expense account.

Alternatives

Do not approve the contract and/or provide alternative direction.

Attachments:

[23300167 Draft Contract.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Eurofins Eaton Analytical, LLC, 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(18) 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. 23300167** (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 and all required documents are received and signed by all parties.

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 _____

GL expires _____

AL expires _____

PL expires _____

WC expires _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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 The term of this Contract begins on January 1, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be December 1, 2022) and ends on December 31, 2025, with the option of two one-year extensions, subject to negotiations, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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:

Kevin Calcagno, Account Manager
Eurofins Eaton Analytical, LLC
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016
916-960-7479
Kevin.Calcagno@ET.EurofinsUS.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 **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Fee Schedule for a not to exceed maximum amount of Ninety Six Thousand Six Hundred Fourteen Dollars and 00/100 (\$96,614.00), 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:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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, 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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.

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

13. INSURANCE REQUIREMENTS (GENERAL):

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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.

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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(18), 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 arises 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 arises 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. 23300167

Title: Water Quality Testing Services

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

Executive Office

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: _____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

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 _____

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

Acct: 5203502-500636

By: _____

Dated _____

PROJECT CONTACT PERSON:

Eddy Quagliari, Water Utility Manager
Telephone: (775) 283-7395

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

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.

CONSULTANT

BY: Eduardo Rodriguez

TITLE: Laboratory Director

FIRM: Eurofins Eaton Analytical, LLC

CARSON CITY BUSINESS LICENSE #: BL-000608

Address: 750 Royal Oaks Drive, Suite 100

City: Monrovia **State:** CA **Zip Code:** 91016

Telephone: 626-386-1100

E-mail Address: Eduardo.Rodriguez@ET.EurofinsUS.com

(Signature of Consultant)

DATED _____

STATE OF _____) **ss**
County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 1, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300167**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 1st day of December 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 1st day of December 2022.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300167

Title: Water Quality Testing Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works Water Division

Attn: Kelly Hale, Environmental Control, email: KHale@carson.org

3505 Butti Way

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



RFP 23300167 Addendum 2

Eurofins Eaton Analytical, Inc.

Supplier Response

Event Information

Number: RFP 23300167 Addendum 2
Title: Water Quality Testing Services
Type: Request for Proposal
Issue Date: 8/18/2022
Deadline: 9/22/2022 02:00 PM (PT)
Notes: Carson City invites qualified firms to submit proposals for Water Quality Testing Services to perform water quality testing for the municipal water system. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: City Hall - Executive Office
201 N. Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Email: cakers@carson.org

Eurofins Eaton Analytical, Inc. Information

Address: 750 Royal Oaks Drive
Monrovia, CA 91016
Phone: (626) 386-1100
Fax: (626) 386-1101
Web Address: www.eurofinsus.com/eaton

By submitting your response, you certify that you are authorized to represent and bind your company.

Samantha Carney

Signature

samantha.carney@eurofinset.com

Email

Submitted at 9/22/2022 10:57:36 AM (PT)

Requested Attachments**23300167 Proposal**

Carson City NV RFP 23300167 lab proposal 09-2022.pdf

For submission of proposal

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**
9/22/2022**PRICING SUMMARY**

- See attached spreadsheet for a list of each years testing requirements for Carson City and the quantity/methods of the tests.

BIDDER INFORMATION:Company Name: Eurofins Eaton Analytical, LLCFederal ID No.: 46-0565341Mailing Address: 750 Royal Oaks Drive, Suite 100City, State, Zip Code: Monrovia, CA 91016Complete Telephone Number: 626-386-1100Complete Fax Number: 866-988-3757Contact Person/Title: Kevin Calcagno, Account ManagerMailing Address: 750 Royal Oaks Drive, Suite 100City, State, Zip Code: Monrovia, CA 91016Complete Telephone Number: 916-960-7479Complete Fax Number: 866-988-3757E-mail Address: Kevin.Calcagno@ET.EurofinsUS.com

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**


9/22/2022

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

1. If Bidder has a valid Carson City Business License, please provide number:

BL-000608-2020

2. Bidder does not have a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that Bidder does need a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____

Date _____

3. Bidder does not have a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that Bidder does not need a Carson City Business License for this **REQUEST FOR BID**.

Signature _____

Date _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE



9/22/2022

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
 Address: _____
 City, State, Zip Code: _____
 Complete Telephone Number: _____

Owner 2) Name: _____
 Address: _____
 City, State, Zip Code: _____
 Complete Telephone Number: _____

Other 1) Title: _____
 Name: _____

Other 2) Title: _____
 Name: _____

Corporation:

State in which Company is incorporated: Delaware
 Date Incorporated: July 02, 2012
 Name of Corporation: Eurofins Eaton Analytical, LLC
 Address: 750 Royal Oaks Drive, Suite 100
 City, State, Zip Code: Monrovia, CA 91016
 Complete Telephone Number: 626-386-1100

President's Name: Doug Dayton

Vice-President's Name: NA

Other 1) Name: _____
 Title: _____

Other 2) Name: _____
 Title: _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

9/22/2022

ACKNOWLEDGMENT AND EXECUTION:

STATE OF California)
COUNTY OF Los Angeles)

I, Eduardo Rodriguez (Name of party signing this **BID RESPONSE**), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this **REQUEST FOR PROPOSAL** which includes the following documents: **REQUEST FOR PROPOSAL** and **BID RESPONSE**.

BIDDER:

PRINTED NAME OF BIDDER: Eduardo Rodriguez

**PRINTED NAME OF
TITLE: Lab Director**

EIRM: Eurofins Eaton Analytical, LLC

Address: 750 Royal Oaks Drive, Suite 100

City: Monrovia

State / Zip Code: CA 91016

Telephone Number: 626-386-1100

Fax Number: 866-988-3757

E-mail address: Eduardo Rodriguez

E-mail address: _____

Gr (S) 15

DATED (Signature of Bidder)
9/22/2022

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

9/22/2022

EXCEPTION SUMMARY INSTRUCTIONS:

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR PROPOSAL**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "**Additional Exceptions**".

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

~~Please see attached proposed exceptions~~

Contract exceptions not accepted by the City.



Environment Testing

~~Eurofins Eaton Analytical, LLC (Eurofins) Contracts Department has reviewed the Carson City Request for Proposal (23300167) for Water Quality Testing Services has the following comments and proposed changes:~~

Sample Contract

5. COMPENSATION

~~5.4 Eurofins typically issues invoices concurrently with the issuance of our analytical reports. Additionally, Eurofins must have a date certain by which time payment is due. The following modification is requested:~~

~~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 from the date of the CONSULTANT's properly prepared invoice.~~

7. Contract Termination

~~7.1.2 Eurofins expects to be compensated for all work properly prepared through the date of any such termination. It is therefore proposed that Section 7.1.2 be modified as follows:~~

~~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 be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination plus reasonable costs and CONSULTANT shall complete any work in progress on the date of such termination and shall be paid in full for all such work even if completed after the date of such termination.~~

~~7.4.1 Eurofins requests the second sentence be modified as follows:~~

~~Termination upon a declared default or breach may be exercised only after providing 7 (seven) 10 (ten) calendar days written notice of default or breach, and~~

~~the subsequent failure of the defaulting or breaching party, within five (5) 10 (ten) 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.~~

7.6.1 Eurofins requests that this section be modified as follows:

~~Unless otherwise specified in this Contract, termination shall not be effective until seven (7) ten (10) 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 7-10 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 7-10 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).~~

9. Limited Liability

~~Eurofins cannot accept the potential for unlimited damages in any project as we cannot incorporate the risk of such unforeseen damages to our prices. It is therefore requested that last sentence be stricken and replaced with the following language:~~

~~Notwithstanding anything to the contrary stated elsewhere in this Contract, CONSULTANT's maximum liability under this Contract or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Contract, up to a maximum of \$2,000,000. Where there is negligence of the CITY, the CONSULTANT's duty of indemnification and defense shall be in proportion to its allocable share of such joint negligence or misconduct. In no event shall the CONSULTANT be liable to the CITY for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Contract.~~

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION

~~Eurofins will not agree that its intellectual property, other than data generated in the course of its services will belong to our clients. The following language is therefore proposed:~~

~~Notwithstanding the foregoing, ownership of any analytical QA/QC protocols, know how, software programs or equipment developed by CONSULTANT for performance of work will be retained by CONSULTANT and CITY shall not disclose such information to any third party without CONSULTANT's prior written consent.~~

21. CONFIDENTIALITY

~~Eurofins holds all client data as confidential to the client, however, in the event that data or other information is the subject of a subpoena or other legal process, Eurofins must be able to comply with legal requirements. The following language is therefore proposed as a new paragraph:~~

~~CONSULTANT shall not be prevented, however, from using or disclosing information; (i) which is or becomes published or otherwise publicly available through no breach of this Agreement, (ii) which is already known to CONSULTANT at the time of disclosure by CITY as evidenced in writing, (iii) which CONSULTANT later lawfully learns from some source other than directly or indirectly from CITY, or (iv) which is required by legal process, provided that CONSULTANT shall provide notice of such request to CITY prior to any disclosure.~~

2023-2025 Water Quality Testing lists

These are the minimum required, may be more depending on detections and system conditions.

Year 2023				
Test	Method	Number of sets	Unit Cost	Total Price
Arsenic	EPA / NDEP BSDW approved drinking water testing method	17	\$15.00	\$255.00
IOC Cyanide	EPA / NDEP BSDW approved drinking water testing method	2	\$35.00	\$70.00
IOC Phase 2 & 5	EPA / NDEP BSDW approved drinking water testing method	2	\$120.00	\$240.00
Radionuclides	EPA / NDEP BSDW approved drinking water testing method	15	\$55.00	\$825.00
Rads Uranium	EPA / NDEP BSDW approved drinking water testing method	2	\$25.00	\$50.00
Secondary IOCs	EPA / NDEP BSDW approved drinking water testing method	17	\$220.00	\$3 740.00
Fluoride	EPA / NDEP BSDW approved drinking water testing method	18	\$15.00	\$270.00
SOCs Jan to Jun	EPA / NDEP BSDW approved drinking water testing method	2	\$940.00	\$1 880.00
SOCs Jul to Dec	EPA / NDEP BSDW approved drinking water testing method	2	\$940.00	\$1 880.00
Sodium	EPA / NDEP BSDW approved drinking water testing method	17	\$15.00	\$255.00
VOCs	EPA / NDEP BSDW approved drinking water testing method	4	\$65.00	\$260.00
DBPR2 (TTHMs, HAA5s) , in Jan, Apr, Jul, Oct	EPA / NDEP BSDW approved drinking water testing method	9	\$125.00	\$1 125.00
Arsenic, monthly	EPA / NDEP BSDW approved drinking water testing method	12	\$15.00	\$180.00
Radionuclides, Monthly	EPA / NDEP BSDW approved drinking water testing method	11	\$260.00	\$2 860.00
Cryptosporidium, monthly (<i>incl shipping</i>)	EPA / NDEP BSDW approved drinking water testing method	4	\$470.00	\$1 880.00
TOC, Monthly	EPA / NDEP BSDW approved drinking water testing method	4	\$25.00	\$100.00
Lead and Copper, July - Sept	EPA / NDEP BSDW approved drinking water testing method	30	\$20.00	\$600.00
total dissolved solids	EPA 160.1 / SM 2540C	22	\$12.00	\$264.00
chloride	EPA 300.0	22	\$13.50	\$297.00
alkalinity (CaCO ₃)	EPA 300.0 / SM 2320B	22	\$20.00	\$440.00
aluminum	EPA 300.0 / EPA 200.8	22	\$6.00	\$132.00
antimony	EPA 300.0 / EPA 200.8	22	\$6.00	\$132.00
arsenic	EPA 300.0 / EPA 200.8	22	\$6.00	\$132.00
barium	EPA 200.8	22	\$6.00	\$132.00
beryllium	EPA 200.8	22	\$6.00	\$132.00
bicarbonate (<i>incl in Alkalinity</i>)	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
boron	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
bromide	EPA 200.8 / EPA 300.0	22	\$30.00	\$660.00
cadmium	EPA 200.8	22	\$6.00	\$132.00
calcium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
carbonate (<i>incl in Alkalinity</i>)	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
chromium	EPA 200.8	22	\$6.00	\$132.00

color	EPA 200.7 / SM 2120B	22	\$10.00	\$220.00
copper	EPA 200.7 / EPA 200.8	22	\$6.00	\$132.00
fluoride	EPA 200.8 / SM 4500F-C	22	\$15.00	\$330.00
hardness	EPA 245.1 / SM 2340B	22	\$5.00	\$110.00
iron	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
lead	EPA 200.8	22	\$6.00	\$132.00
magnesium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
manganese	EPA 200.8	22	\$6.00	\$132.00
mercury	SM 2320 B / EPA 200.8 / EPA 245.1	22	\$22.00	\$484.00
nickel	SM 2320 B / EPA 200.8	22	\$6.00	\$132.00
nitrate (as nitrogen)	EPA 200.8 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
nitrite (as nitrogen)	EPA 200.7 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
potassium	SM 2320 B / EPA 200.7	22	\$6.00	\$132.00
silver	DW method / EPA 200.8	22	\$6.00	\$132.00
sodium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
sulfate	DW method / EPA 300.0	22	\$13.50	\$297.00
thallium	EPA 200.8	22	\$6.00	\$132.00
total suspended solids	EPA 200.7 / SM 2540D	22	\$12.00	\$264.00
zinc	EPA 160.2 / EPA 200.8	22	\$6.00	\$132.00
TTTHMs	DW method / EPA 524.2 / EPA 551.1	22	\$60.00	\$1 320.00
HAA5s	DW method / SM 6251B / EPA 552.2	22	\$65.00	\$1 430.00
Total Price for 2023				\$25 886.00

Year 2024

Test	Method	Number of sets	Unit Cost	Total Price
Arsenic	EPA / NDEP BSDW approved drinking water testing method	6	\$15.00	\$90.00
IOC Cyanide	EPA / NDEP BSDW approved drinking water testing method	4	\$35.00	\$140.00
IOC Phase 2 & 5	EPA / NDEP BSDW approved drinking water testing method	1	\$120.00	\$120.00
Radionuclides	EPA / NDEP BSDW approved drinking water testing method	1	\$55.00	\$55.00
Rads Uranium	EPA / NDEP BSDW approved drinking water testing method	0	\$25.00	\$0.00
Secondary IOCs	EPA / NDEP BSDW approved drinking water testing method	8	\$220.00	\$1 760.00
Fluoride	EPA / NDEP BSDW approved drinking water testing method	9	\$15.00	\$135.00
SOCs Jan to Jun	EPA / NDEP BSDW approved drinking water testing method	16	\$940.00	\$15 040.00
SOCs Jul to Dec	EPA / NDEP BSDW approved drinking water testing method	16	\$940.00	\$15 040.00
Sodium	EPA / NDEP BSDW approved drinking water testing method	6	\$15.00	\$90.00
VOCs	EPA / NDEP BSDW approved drinking water testing method	23	\$65.00	\$1 495.00
DBPR2 (TTTHMs, HAA5s) , in Jan, Apr, Jul, Oct	EPA / NDEP BSDW approved drinking water testing method	9	\$130.00	\$1 170.00
Arsenic, monthly	EPA / NDEP BSDW approved drinking water testing method	12	\$15.00	\$180.00

Radionuclides, Monthly	EPA / NDEP BSDW approved drinking water testing method	11	\$260.00	\$2 860.00
Cryptosporidium, monthly (<i>incl shipping</i>)	EPA / NDEP BSDW approved drinking water testing method	4	\$470.00	\$1 880.00
TOC, Monthly	EPA / NDEP BSDW approved drinking water testing method	4	\$25.00	\$100.00
total dissolved solids	EPA 160.1 / SM 2540C	22	\$12.00	\$264.00
chloride	EPA 300.0	22	\$13.50	\$297.00
alkalinity (CaCO ₃)	EPA 300.0 / SM 2320B	22	\$20.00	\$440.00
aluminum	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
antimony	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
arsenic	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
barium	EPA 200.8	22	\$7.00	\$154.00
beryllium	EPA 200.8	22	\$7.00	\$154.00
bicarbonate (<i>incl in Alkalinity</i>)	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
boron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
bromide	EPA 200.8 / EPA 300.0	22	\$30.00	\$660.00
cadmium	EPA 200.8	22	\$7.00	\$154.00
calcium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
carbonate (<i>incl in Alkalinity</i>)	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
chromium	EPA 200.8	22	\$7.00	\$154.00
color	EPA 200.7 / SM 2120B	22	\$10.00	\$220.00
copper	EPA 200.7 / EPA 200.8	22	\$7.00	\$154.00
fluoride	EPA 200.8 / SM 4500F-C	22	\$15.00	\$330.00
hardness	EPA 245.1 / SM 2340B	22	\$5.00	\$110.00
iron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
lead	EPA 200.8	22	\$7.00	\$154.00
magnesium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
manganese	EPA 200.8	22	\$7.00	\$154.00
mercury	SM 2320 B / EPA 200.8 / EPA 245.1	22	\$22.00	\$484.00
nickel	SM 2320 B / EPA 200.8	22	\$7.00	\$154.00
nitrate (as nitrogen)	EPA 200.8 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
nitrite (as nitrogen)	EPA 200.7 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
potassium	SM 2320 B / EPA 200.7	22	\$7.00	\$154.00
silver	DW method / EPA 200.8	22	\$7.00	\$154.00
sodium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
sulfate	DW method / EPA 300.0	22	\$13.50	\$297.00
thallium	EPA 200.8	22	\$7.00	\$154.00
total suspended solids	EPA 200.7 / SM 2540D	22	\$12.00	\$264.00
zinc	EPA 160.2 / EPA 200.8	22	\$7.00	\$154.00
TTHMs	DW method / EPA 524.2 / EPA 551.1	22	\$60.00	\$1 320.00
HAA5s	DW method / SM 6251B / EPA 552.2	22	\$70.00	\$1 540.00

		Total Price for 2024		\$50 099.00
Year 2025				
Test	Method	Number of sets	Unit Cost	Total Price
Arsenic	EPA / NDEP BSDW approved drinking water testing method	6	\$15.00	\$90.00
IOC Cyanide	EPA / NDEP BSDW approved drinking water testing method	1	\$35.00	\$35.00
IOC Phase 2 & 5	EPA / NDEP BSDW approved drinking water testing method	2	\$120.00	\$240.00
Radionuclides	EPA / NDEP BSDW approved drinking water testing method	1	\$55.00	\$55.00
Rads Uranium	EPA / NDEP BSDW approved drinking water testing method	1	\$25.00	\$25.00
Secondary IOCs	EPA / NDEP BSDW approved drinking water testing method	4	\$220.00	\$880.00
Fluoride	EPA / NDEP BSDW approved drinking water testing method	4	\$15.00	\$60.00
SOCs Jan to Jun	EPA / NDEP BSDW approved drinking water testing method	1	\$940.00	\$940.00
SOCs Jul to Dec	EPA / NDEP BSDW approved drinking water testing method	1	\$940.00	\$940.00
Sodium	EPA / NDEP BSDW approved drinking water testing method	4	\$15.00	\$60.00
VOCs	EPA / NDEP BSDW approved drinking water testing method	4	\$65.00	\$260.00
SOC - Phthalate july thru sept (<i>incl in SOCs</i>)	EPA / NDEP BSDW approved drinking water testing method	1	\$0.00	\$0.00
DBPR2 (TTHMs, HAA5s) , in Jan, Apr, Jul, Oct	EPA / NDEP BSDW approved drinking water testing method	9	\$140.00	\$1 260.00
Arsenic, monthly	EPA / NDEP BSDW approved drinking water testing method	12	\$15.00	\$180.00
Radionuclides, Monthly	EPA / NDEP BSDW approved drinking water testing method	11	\$260.00	\$2 860.00
Cryptosporidium, monthly (<i>incl shipping</i>)	EPA / NDEP BSDW approved drinking water testing method	4	\$470.00	\$1 880.00
TOC, Monthly	EPA / NDEP BSDW approved drinking water testing method	4	\$25.00	\$100.00
Asbestos	EPA / NDEP BSDW approved drinking water testing method	4	\$150.00	\$600.00
total dissolved solids	EPA 160.1 / SM 2540C	22	\$12.00	\$264.00
chloride	EPA 300.0	22	\$13.50	\$297.00
alkalinity (CaCO3)	EPA 300.0 / SM 2320B	22	\$20.00	\$440.00
aluminum	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
antimony	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
arsenic	EPA 300.0 / EPA 200.8	22	\$7.00	\$154.00
barium	EPA 200.8	22	\$7.00	\$154.00
beryllium	EPA 200.8	22	\$7.00	\$154.00
bicarbonate (<i>incl in Alkalinity</i>)	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00
boron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
bromide	EPA 200.8 / EPA 300.0	22	\$30.00	\$660.00
cadmium	EPA 200.8	22	\$7.00	\$154.00
calcium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
carbonate (<i>incl in Alkalinity</i>)	EPA 200.8 / SM 2320B	22	\$0.00	\$0.00

chromium	EPA 200.8	22	\$7.00	\$154.00
color	EPA 200.7 / SM 2120B	22	\$10.00	\$220.00
copper	EPA 200.7 / EPA 200.8	22	\$7.00	\$154.00
fluoride	EPA 200.8 / SM 4500F-C	22	\$15.00	\$330.00
hardness	EPA 245.1 / SM 2340B	22	\$5.00	\$110.00
iron	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
lead	EPA 200.8	22	\$7.00	\$154.00
magnesium	EPA 200.8 / EPA 200.7	22	\$7.00	\$154.00
manganese	EPA 200.8	22	\$7.00	\$154.00
mercury	SM 2320 B / EPA 200.8 / EPA 245.1	22	\$22.00	\$484.00
nickel	SM 2320 B / EPA 200.8	22	\$7.00	\$154.00
nitrate (as nitrogen)	EPA 200.8 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
nitrite (as nitrogen)	EPA 200.7 / EPA 300.0 / EPA 353.2	22	\$15.00	\$330.00
potassium	SM 2320 B / EPA 200.7	22	\$7.00	\$154.00
silver	DW method / EPA 200.8	22	\$7.00	\$154.00
sodium	EPA 200.8 / EPA 200.7	22	\$6.00	\$132.00
sulfate	DW method / EPA 300.0	22	\$13.50	\$297.00
thallium	EPA 200.8	22	\$7.00	\$154.00
total suspended solids	EPA 200.7 / SM 2540D	22	\$12.00	\$264.00
zinc	EPA 160.2 / EPA 200.8	22	\$7.00	\$154.00
TTHMs	DW method / EPA 524.2 / EPA 551.1	22	\$60.00	\$1 320.00
HAA5s	DW method / SM 6251B / EPA 552.2	22	\$80.00	\$1 760.00
Total Price for 2025				\$20 629.00



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action: Discussion and possible action regarding a proposed amendment to Contract No. 21300227 ("Amendment") between Carson City and RH Borden and Company LLC ("RH Borden") to complete a condition assessment of a significant portion of Carson City's sanitary sewer system, for an additional \$151,000, resulting in a new total not to exceed amount of \$294,750, and to extend the term of the contract to June 30, 2023. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)		

Staff Summary: As part of the City's Sanitary Sewer Master Plan, the City has begun a multi-phased Sanitary Sewer Pipeline Condition Assessment Program ("Assessment Program") to better understand the condition and needs of the Carson City sewer system. Contract No. 21300227 covered Phase IV of the Assessment Program and required RH Borden to use acoustic equipment to assess the state of approximately 50 percent of all pipes with a diameter of 12 inches or less in the sanitary sewer system. This Amendment covers Phase V and, if approved, would require RH Borden to use acoustic equipment to assess the remaining 50 percent of pipes not assessed through Phase IV. The information gathered will assist staff in prioritizing areas that need to be further inspected or cleaned.

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

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

January 20, 2022 (Item 13A): The Phase IV contract (21300227) for the Assessment Program was awarded by the Board of Supervisors ("Board") to RH Borden. Phase IV included an acoustic condition assessment of approximately 50 percent of all pipes with a diameter of 12 inches or less in the sanitary sewer system.

July 16, 2020 (Item 10A): The Phase III contract (20300049) for the Assessment Program was awarded by the Board to Keller Associates, Inc. ("Keller") and completed in Fiscal Year ("FY") 2021. Phase III included closed circuit television ("CCTV") inspection of more of the sewer system's older clay and concrete lines in the central part of the City.

September 19, 2019 (Item 12D): The Phase II contract (1920-048) for the Assessment Program was awarded by the Board to Keller and completed in FY 2020. Phase II included CCTV inspection of a portion of the sewer system's older clay and concrete lines in the central and western parts of the City.

June 21, 2018 (Item 16C): The Phase I contract (1718-183) for the Assessment Program was awarded by the Board to Keller and completed in FY 2019. Phase I included CCTV inspection of the large trunk lines which are 18 inches in diameter and larger.

Background/Issues & Analysis

The 2017 Sanitary Sewer Master Plan found that the next step in understanding the condition and needs of the sewer system was to complete condition assessments of pipelines throughout the system. Therefore, the City commenced the Assessment Program, and four phases have been completed to date. Condition assessment data from the first four phases is currently being used to develop and prioritize future sewer line rehabilitation projects.

About 30 percent of the entire sanitary sewer system has been inspected through the first three phases of the Assessment Program using CCTV inspection methods, including the highest risk pipes (large diameter trunk lines) and areas with aged pipes known to have defects or maintenance issues.

The recently completed Phase IV was the first of two assessments utilizing acoustic equipment to identify smaller-diameter pipes that need to be cleaned or further inspected. Phase IV assessed approximately 50 percent of the sanitary sewer pipes twelve inches in diameter or smaller. This Amendment would cover proposed Phase V, which is anticipated to be the second of two assessments utilizing acoustic equipment and will cover the remaining 50 percent of sanitary sewer pipes 12 inches diameter or smaller. Using acoustic equipment helps minimize the costs and effort associated with performing CCTV inspection on all remaining, uninspected pipes.

A formal Request for Qualifications (“RFQ”) for a sanitary sewer system condition assessment utilizing acoustic equipment (or some other rapid assessment tool) was released on October 26, 2021, with proposals accepted through 2:00 p.m. on November 18, 2021. Three proposals were received, and the City’s Review and Selection Committee selected RH Borden for this contract. RH Borden was selected above the other firms based on their qualifications, project experience, technical capacity and project approach. RH Borden achieved the highest combined average ranking among all committee members during the evaluation.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Wastewater Fund Professional Services Account / 5103201-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account #5103201-500309 will be reduced by a not to exceed amount of \$151,000; the budget available is \$400,000.

Alternatives

Do not approve the contract and/or provide alternative direction.

Attachments:

[21300227 Amendment 1.pdf](#)

[21300227 Executed Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 21300227

Title: Sanitary Sewer Assessment Services

Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$151,000

Reason for amendment: To increase the not to exceed amount for the SERVICES provided by the CONSULTANT under Contract No. 21300227 by \$151,000, and to expand the scope of the SERVICES to include the Phase V condition assessment, as described in Exhibit A to this Amendment. Therefore, the not to exceed amount for Contract No. 21300227 is increased by \$151,000, from \$143,750 to \$294,750. Additionally, this Amendment will extend the term of Contract No. 21300227, such that the term now ends on June 30, 2023.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 21300227, remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

CONSULTANT

Approved by:

RH Borden and Company LLC:

Name/Title: Jon Borden, President

Signature: _____ Date: _____

CITY

Approved by:

City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: _____ Date: _____

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

Approved as to form by:

District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature: _____ Date: _____

AMENDMENT FOR CONTRACT

Contract No.: 21300227

Title: Sanitary Sewer Assessment Services

Amendment No.: 1

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 1, 2022, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 21300227. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 1st day of December 2022.

ATTEST:

AUBREY ROWLATT
Clerk-Recorder

DATED this 1st day of December 2022.

RH Borden and Company LLC

PO Box 171386
Salt Lake City, UT 84117 US
jon.borden@rhborden.com

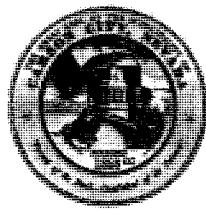
Quotation

ADDRESS	SHIP TO	QUOTATION # 1763
Darren Anderson PE Carson City, Nevada 3505 Butti Way Carson City, NV 89701	Darren Anderson PE Carson City, Nevada 3505 Butti Way Carson City, NV 89701	DATE 10/06/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acoustic Assessment Service - UT RHB	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT). Service includes full assessment of designated pipes and delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	575,000	0.18	103,500.00
	Level 1 Manhole Inspection - UT TD	Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Invert dimension of rim to trough will also be captured. Data captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of manholes assessed.	2,500	13.00	32,500.00
	Crew Mobilization	Crew Mobilization	8	1,500.00	12,000.00
	Traffic Control	Traffic Control (Estimate denotes not to exceed amount)	3	1,000.00	3,000.00
		TOTAL			\$151,000.00

Accepted By

Accepted Date



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	January 20, 2022
Staff Contact:	Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action: Discussion and possible action regarding Contract No. 21300227 with RH Borden and Company LLC ("RH Borden") to perform a condition assessment for a significant portion of Carson City's sanitary sewer system, for a not to exceed amount of \$143,750. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)		

Staff Summary: As part of the City's Sanitary Sewer Master Plan, the City has begun a multi-phased Sanitary Sewer Pipeline Condition Assessment Program ("Assessment Program") to better understand the condition and needs of the sewer system. This contract would be for Phase IV of the Assessment Program, which would use acoustic equipment to assess the state of approximately fifty percent of all pipes with a diameter of twelve inches or less in the sanitary sewer system. The information gathered will assist staff in prioritizing areas that need to be further inspected or cleaned. City staff completed a formal Request for Qualifications process (RFQ 21300227) before selecting RH Borden.

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

June 21, 2018 - The Phase I contract (1718-183) for the Assessment Program was awarded by the Board of Supervisors and completed in Fiscal Year ("FY") 2019. Phase I included closed circuit television ("CCTV") inspection of the large trunklines which are eighteen inches in diameter and larger.

September 19, 2019 - The Phase II contract (1920-048) for the Assessment Program was awarded by the Board of Supervisors and completed in FY 2020. Phase II included CCTV inspection of a portion of the sewer system's older clay and concrete lines in the central and western sides of the City.

July 16, 2020 - The Phase III contract (20300049) for the Assessment Program was awarded by the Board of Supervisors and completed in FY 2021. Phase III included CCTV inspection of more of the sewer system's older clay and concrete lines in the central part of the City.

Background/Issues & Analysis

The 2017 Sanitary Sewer Master Plan found that the next step in understanding the condition and needs of the sewer system was to complete condition assessments of pipelines throughout the system. Three phases have

been completed to date. Phase IV will include the use of acoustic equipment to identify pipes twelve inches in diameter or smaller that need to be cleaned or further inspected by CCTV.

About thirty percent of the entire sanitary sewer system has been inspected through the first three phases of the Assessment Program, including the highest risk pipes (large diameter trunklines) and areas with aged pipes known to have defects or maintenance issues. Condition assessment data from the first three phases is currently being used to develop and prioritize future sewer line rehabilitation projects. Work in the current phase (Phase IV) is anticipated to be the first of two assessments utilizing acoustic equipment to identify smaller-diameter pipes that need to be cleaned or further inspected. Each part is planned to cover half of the pipes in the sanitary sewer system with a diameter of twelve inches or less. Using acoustic equipment helps minimize the costs associated with performing CCTV inspection on all remaining, uninspected pipes.

A formal Request for Qualifications for a sanitary sewer system condition assessment utilizing acoustic equipment (or some other rapid assessment tool) was released on October 26, 2021, with proposals accepted through 2:00 pm on November 18, 2021. Three proposals were received, and the City's Review and Selection Committee selected RH Borden for this contract. RH Borden was selected above the other firms based on their qualifications, project experience, technical capacity, and project approach. RH Borden achieved the highest combined average ranking among all committee members during the evaluation.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Wastewater Fund Professional Services Account / 5103201-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account #5103201-500309 will be reduced by a not to exceed amount of \$143,750; the budget available is \$276,736.30.

Alternatives

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

Attachments:

21300227 Draft Contract.pdf

Board Action Taken:

Motion: Approve

1) S6
2) MW

Ave/Nav

5/01/07

Ar

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

THIS CONTRACT is made and entered into this 20th day of January 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and RH Borden and Company LLC, 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/or 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(18) 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. 21300227** (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 12/31/22
GL expires 1/25/22
AL expires 8/8/22
WC expires 6/1/22
PL expires 3/31/22

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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 The term of this Contract begins on February 1, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be January 20, 2022) and ends on December 31, 2022, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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:

Jon Borden, President
RH Borden and Company LLC
PO Box 171386
Salt Lake City, UT 84117
385-228-5350
Jon.borden@rhborden.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 **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Forty Three Thousand Seven Hundred and Fifty Dollars and 00/100 (\$143,750.00), 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:**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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, 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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.

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

13. INSURANCE REQUIREMENTS (GENERAL):

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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.
- 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

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(18), 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 arises 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 arises 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.

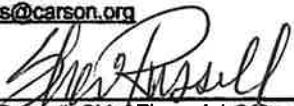
PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300227
Title: Sanitary Sewer Assessment Services

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

Executive Office
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: 

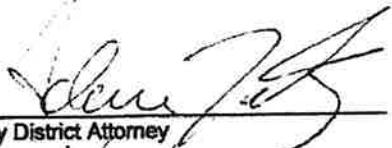
Sheri Russell, Chief Financial Officer

Dated 2/4/2022

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 1/31/22

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

Account: 5103201-500309

By: 

Dated 2/10/2022

PROJECT CONTACT PERSON:

Darren Anderson, Project Manager
Telephone: 775-283-7584

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300227
Title: Sanitary Sewer Assessment Services

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.

CONSULTANT

BY: Jon Borden

TITLE: President

FIRM: RH Borden and Company LLC

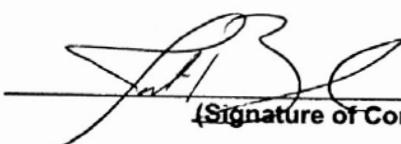
CARSON CITY BUSINESS LICENSE #: BL- 007038

Address: PO Box 171386

City: Salt Lake City **State:** UT **Zip Code:** 84117

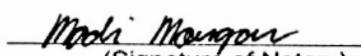
Telephone: 385-228-5350

E-mail Address: jon.borden@rhborden.com

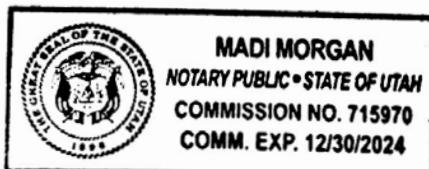

(Signature of Consultant)
DATED 2-1-2022

STATE OF Utah _____)
County of Utah _____)ss

Signed and sworn (or affirmed before me on this 1st day of February, 2022.


(Signature of Notary)

(Notary Stamp)



PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 20, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300227**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA



LORI BAGWELL, MAYOR

DATED this 20th day of January 2022.

ATTEST:



AUBREY ROWLATT, CLERK-RECORDER

DATED this 20th day of January 2022.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300227

Title: Sanitary Sewer Assessment Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Lucy Bourland, email: LBourland@carson.org
3505 Butti Way
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

RH Borden and Company LLC

PO Box 171386

Salt Lake City, UT 84117 US

jon.borden@rhborden.com

Quotation**ADDRESS**

Darren Anderson PE
 Carson City, Nevada
 3505 Butti Way
 Carson City, NV 89701

SHIP TO

Darren Anderson PE
 Carson City, Nevada
 3505 Butti Way
 Carson City, NV 89701

QUOTATION # 1543**DATE** 12/14/2021**EXPIRATION DATE** 12/31/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acoustic Assessment Service	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT). Service includes full assessment of designated pipes and delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	575,000	0.17	97,750.00
	Manhole Inspections	Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Invert dimension of rim to trough will also be captured. Data captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of manholes assessed.	2,500	13.00	32,500.00
	Crew Mobilization	Crew Mobilization	7	1,500.00	10,500.00
	Traffic Control	Traffic Control (Estimate denotes not to exceed amount)	3	1,000.00	3,000.00
TOTAL				\$143,750.00	

Accepted By

Accepted Date



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

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 Assessor's Parcel Number ("APN") 010-757-01 and also known as portions of Wheeler Peak Drive, Eagle Peak Drive, Eagle Peak Circle, Lookout Peak Drive, Copper Mountain Drive, Mammoth Mountain Drive and Bismark Peak Drive, as offered for dedication in the final map for Phase 4 of the Schulz Ranch Subdivision, which was recorded in the office of the Carson City Clerk-Recorder as Map No. 2976 ("Final Map") on October 7, 2019. (Robert Nellis, rnellis@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: Staff is recommending acceptance of APN 010-757-01 containing right-of-way which is located in Phase 4 of the Schulz Ranch Subdivision. This right-of-way was offered for dedication in the Final Map. 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.

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

Proposed Motion

I move to adopt Resolution No. 2022-R-_____.

Board's Strategic Goal

Efficient Government

Previous Action

October 3, 2019 (Item 14A): The Board of Supervisors ("Board") approved the Final Map (also designated as final subdivision map FSM 18-121).

September 5, 2019 (Item 22C): The Board continued approval of the Final Map to the Board's September 19, 2019, meeting to provide the developer time to perfect the necessary easements for off-site drainage improvements. The matter was then continued again to the Board's October 3, 2019, meeting at the request of the developer, due to scheduling conflicts with the September 19, 2019, meeting.

October 20, 2005 (Item 10B): The Board approved tentative subdivision map TSM 18-121.

Background/Issues & Analysis

Phase 4 of the Schulz Ranch Subdivision is located north of Race Track Road on land formerly designated as APN 009-311-64 (FSM 18-121). It is a residential development zoned Single Family 6,000-Specific Plan Area ("SF6-SPA") consisting of 100 single-family residential lots, common areas and right-of-way. The right-of-way

now offered by dedication has its own APN, which is APN 010-757-01. This right-of-way was offered for dedication on the Final Map; however, the City did not accept the right-of-way at that time. Now that the street improvements have been constructed and City staff has determined that the improvements are built to City standards, staff recommends acceptance of the dedication.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 278.390; and CCMC 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 - ROW Acceptance - Schulz Ranch Phase 4_FINAL.pdf
2. Final Map_2976.pdf
3. APN 01075701 ROW.pdf

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. 2022-R-_____

A RESOLUTION ACCEPTING REAL PROPERTY FOR USE AS A PUBLIC RIGHT-OF-WAY AT SCHULZ RANCH SUBDIVISION – PHASE 4 DESIGNATED AS APN 010-757-01 (PORTIONS OF WHEELER PEAK DRIVE, EAGLE PEAK DRIVE, EAGLE PEAK CIRCLE, LOOKOUT PEAK DRIVE, COPPER MOUNTAIN DRIVE, MAMMOTH MOUNTAIN DRIVE AND BISMARCK PEAK DRIVE)

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

WHEREAS, portions of Wheeler Peak Drive, Eagle Peak Drive, Eagle Peak Circle, Lookout Peak Drive, Copper Mountain Drive, Mammoth Mountain Drive and Bismark Peak Drive (collectively, APN 010-757-01), were offered for dedication by the Final Map for Schulz Ranch Subdivision – Phase 4, recorded in the office of the Carson City Clerk-Recorder on October 7, 2019, as Document No. 499222, Map No. 2976, and situated within the Northeast $\frac{1}{4}$, Section 5, Township 14 North and Range 20 East, M.D.M., as described and shown in that recorded final map; and

WHEREAS, in the Final Map for Schulz Ranch Subdivision – Phase 4, Carson City deferred acceptance of the offered the 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 (“CCMC”) 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 Schulz Ranch Subdivision – Phase 4 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 NRS 278.390 and CCMC 17.06.025 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 1st day of December, 2022.

VOTE: AYES:

NAYS: _____

ABSENT: _____

ABSTAIN: _____

LORI BAGWELL
Mayor

ATTEST

AUBREY ROWLATT
Clerk-Recorder

FOUND 1/2" GALVANIZED PIPE
PER R.O.S. 321
N 15890817
E 16733799

APN 009-311-43
BUREAU OF INDIAN AFFAIRS

ZONE X

SHADED ZONE X
FLOODPLAIN

COMMON AREA "A"

COMMON AREA "B"

COMMON AREA "C"

COMMON AREA "D"

COMMON AREA "E"

COMMON AREA "F"

COMMON AREA "G"

COMMON AREA "H"

COMMON AREA "I"

COMMON AREA "J"

COMMON AREA "K"

COMMON AREA "L"

COMMON AREA "M"

COMMON AREA "N"

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COMMON AREA "R"

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COMMON AREA "WW"

COMMON AREA "XX"

COMMON AREA "YY"

COMMON AREA "ZZ"

COMMON AREA "AA"

COMMON AREA "BB"

COMMON AREA "CC"



Property Information

Property ID 01075701

Location

Owner LENNAR RENO LLC

Acres 4.87

APN: 010-757-01**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.

0 25 50 100 Feet



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding an application from KP Investors, LLC ("Applicant") to adopt, on second reading, Bill No. 123, a proposed ordinance amending the Zoning Map to change the zoning from Single-Family 12,000 ("SF12") to Single-Family 6,000 ("SF6") for an 8.41-acre parcel located at 1051 N Ormsby Blvd., Assessor's Parcel Number ("APN") 001-241-14. (Heather Ferris, hferris@carson.org)

Staff Summary: This is the second reading of an ordinance to rezone the 8.41-acre parcel from SF12 to SF6 consistent with the zoning to the south and east. The Applicant, through John Krmpotic, concurrently applied for a tentative subdivision map, SUB-2022-0375, proposing the creation of 41 single family residential lots. The Board of Supervisors ("Board") approved the tentative subdivision map on November 3, 2022.

Agenda Action: Ordinance - Second Reading **Time Requested:** 5 minutes

Proposed Motion

I move to adopt, on second reading, Bill No. 123, Ordinance No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

November 3, 2022 (Item 25A): The Board introduced the ordinance on first reading by a vote of 4 - 1.

September 28, 2022 (Item 6F): The Planning Commission recommended approval by a vote of 6 - 1, 0 absent.

Background/Issues & Analysis

Please reference the attached September 28, 2022 staff report to the Planning Commission for additional information.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; and CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the ordinance on second reading and/or provide alternative direction.

Attachments:

[ZA-2022-0376 Ash Canyon- 2nd reading ordinance.doc](#)

[Ash Canyon PC SR without attachments.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. 123
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; AMENDING THE ZONING FROM SINGLE-FAMILY 12,000 ("SF12") TO SINGLE-FAMILY 6,000 ("SF6") FOR APN 001-241-14 LOCATED 1051 N ORMSBY BLVD.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor's Parcel Number ("APN") 001-241-14; located 1051 N Ormsby Blvd., Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code ("CCMC") to revise the existing zoning designation from Single-Family 12,000 ("SF12") to Single-Family 6,000 for APN 001-241-14. After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on September 28, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 6 ayes, 1 nays, and 0 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning from Single-Family 12,000 ("SF12") to Single-Family 6,000 for APN 001-241-14, as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this 3rd day of November 2022.

PROPOSED BY Supervisor Jones

PASSED on the _____ day of _____ 2022.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

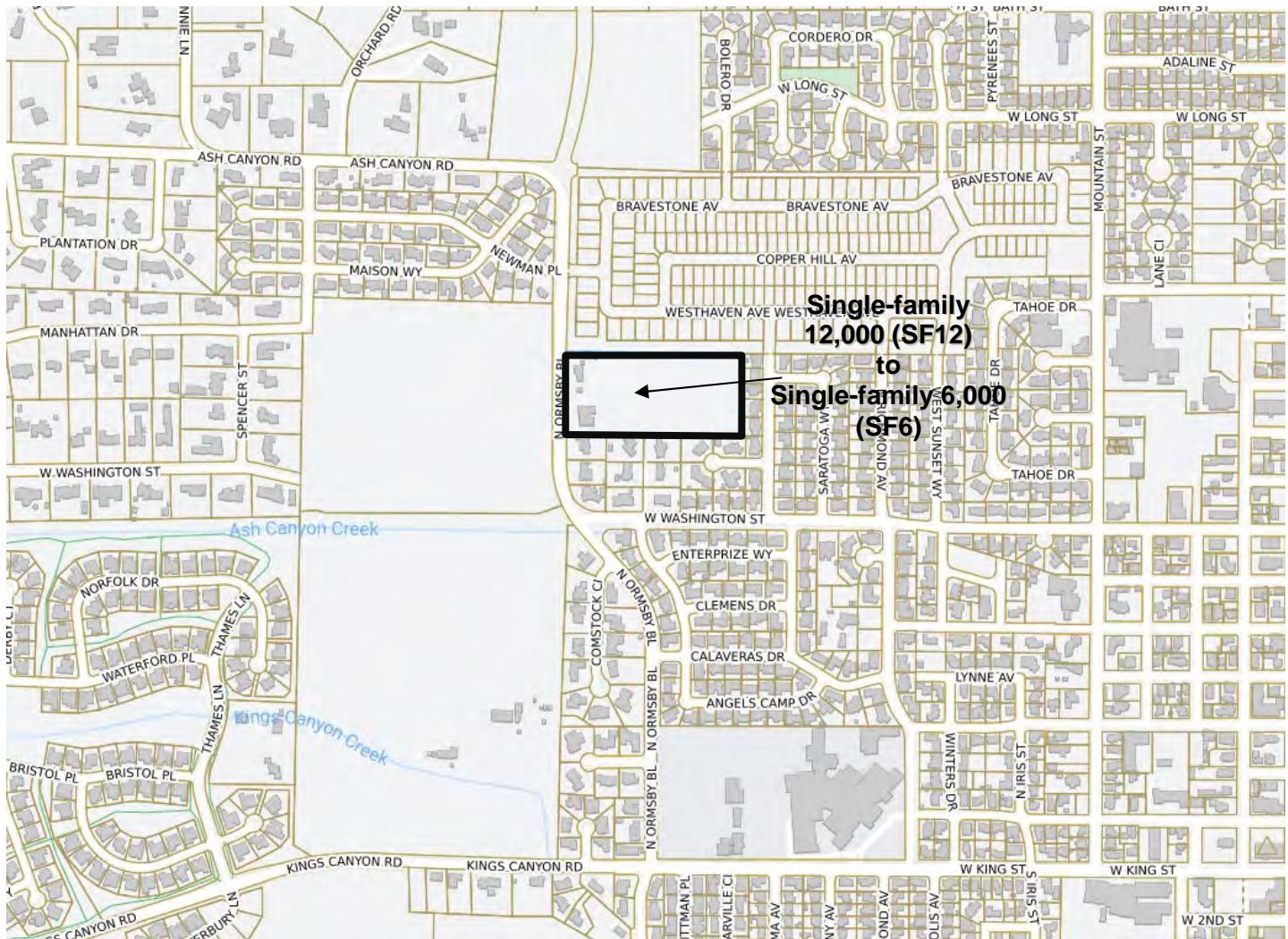
LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ of _____, 2022.

Attachment A



STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF SEPTEMBER 28, 2022

FILE NO: ZA-2022-0376 & SUB-2022-0375

AGENDA ITEMS: 6.F & 6.G

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE:

ZA-2022-0376 For Possible Action: Discussion and possible action regarding a request from John Krmpotic (“Applicant”) for a recommendation to the Board of Supervisors (“Board”) concerning a proposed ordinance amending the Zoning Map to change the zoning from Single-Family 12,000 (“SF12”) to Single-Family 6,000 (“SF6”), for an 8.41-acre parcel located at 1051 N Ormsby Blvd., Assessor’s Parcel Number (“APN”) 001-241-14. (Heather Ferris, h ferris@carson.org)

Summary: The Applicant is seeking to rezone the 8.41-acre parcel from SF12 to SF6 consistent with the zoning to the south and east. The Applicant has concurrently applied for a Tentative Subdivision Map, SUB-2022-0375, proposing the creation of 41 single family residential lots. The Board has the authority to approve a zoning map amendment. The Planning Commission makes recommendation to the Board.

SUB-2022-0375 For Possible Action: Discussion and possible action regarding a request from John Krmpotic (“Applicant”) for a recommendation to the Board of Supervisors (“Board”) concerning a request for a Tentative Subdivision Map (SUB-2022-0375) known as Ash Canyon SF to create 41 single family residential lots on an 8.41-acre parcel zoned Single-Family 12,000 (“SF12”), located at 1051N Ormsby Blvd., Assessor’s Parcel Number (“APN”) 001-241-14. (Heather Ferris, h ferris@carson.org).

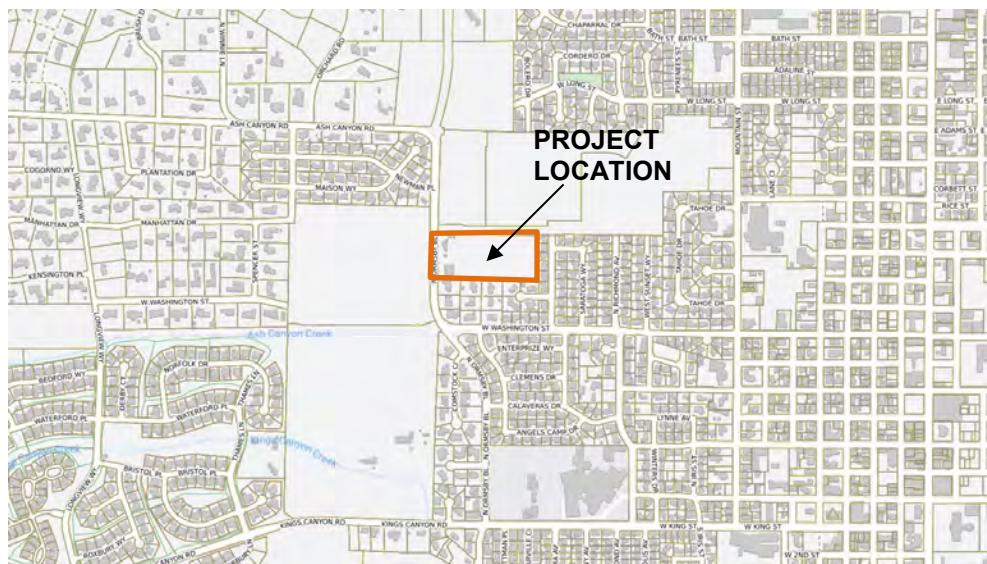
Summary: The Applicant is proposing to create 41 single family residential lots, with a minimum lot size of 6,004 square feet, using the provisions of Carson City Municipal Code (“CCMC”) 17.10-Common Open Space Development. The Applicant has concurrently applied for a zoning map amendment (ZA-2022-0376) to change the zoning from SF12 to SF6. The Board has the authority to approve a Tentative Subdivision Map. The Planning Commission makes a recommendation to the Board.

RECOMMENDED MOTIONS:

“I move to recommend approval of zoning map amendment ZA-2022-0376 based on the ability to make the required findings as outlined in the staff report.”

“I move to recommend approval of Tentative Subdivision Map SUB-2022-0375 based on the ability to make the required findings and subject to the conditions of approval.”

VICINITY MAP:



RECOMMENDED CONDITIONS OF APPROVAL:

The following are conditions of approval required per CCMC 18.02.105(5):

1. All final maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map, the Carson City Public Works Department Development Engineering Group ("Development Engineering") shall approve all on-site and off-site improvements. The applicant shall provide construction plans to Development Engineering for all required on-site and off-site improvements, prior to any submittals for approval of a final map. The plan must adhere to the recommendations contained in the project soils and geotechnical report.
3. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.
4. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any final map.
5. With the submittal of any final maps, the applicant shall provide evidence to the Carson City Community Development Department Planning Division from the Carson City Health and Human Service Department and the Carson City Fire Department indicating the agencies' concerns or requirements have been satisfied. Said correspondence shall be included in the submittal package for any final maps and shall include approval by the Fire Department of all hydrant locations.
6. The following note shall be placed on all final maps stating:

"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."

7. Placement of all utilities, including AT&T Cablevision, shall be underground within the subdivision. Any existing overhead facilities shall be relocated prior to the submittal of a final map.
8. The applicant must sign and return the Notice of Decision for conditions for approval within ten (10) days of receipt of notification after the Board of Supervisors meeting. If the Notice of Decision is not signed and returned within ten (10) days, then the item may be rescheduled for the next Planning Commission meeting for further consideration.
9. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Cason City Community Development Department Building Division will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
10. The applicant shall adhere to all City standards and requirements for water and sewer systems, grading and drainage, and street improvements.
11. The applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection. The site grading must incorporate proper dust control and erosion control measures.
12. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the Development Engineering prior to approval of a final map.
13. Prior to the recordation of the final map for any phase of the project, the improvements associated with the project must either be constructed and approved by Carson City, or the specific performance of said work secured, by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work within one (1) year of acceptance by the City.
14. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of a final map.
15. The District Attorney's Office shall approve any Covenants, Conditions & Restrictions ("CC&R's") prior to recordation of the first final map.

The following conditions are required per CCMC 17.10.050

16. Three-Year Maintenance Plan. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, at a minimum, address the following:
 - a) Vegetation management;
 - b) Watershed management;
 - c) Debris and litter removal;
 - d) Fire access and suppression;
 - e) Maintenance of public access and/or maintenance of limitations to public access; and

- f) Other factors deemed necessary by the commission or the board: vector control and noxious weed control.

17. Permanent Preservation and Maintenance. Provisions shall be made for the permanent preservation and ongoing maintenance of the common open space and other common areas using a legal instrument acceptable to the city. This shall be addressed prior to final map recordation. A homeowner's association ("HOA") or similar entity must be formed for maintenance of common open space and other common areas.

18. Screening and Buffering of Adjoining Development. Provisions shall be made to assure adequate screening and buffering of existing and potential developments adjoining the proposed common open space development. This shall include, at a minimum either a solid privacy fence or wall.

19. Common Open Space Restrictions. Designated common open space shall not include areas devoted to public or private vehicular streets or any land which has been, or is to be, conveyed to a public agency via a purchase agreement for such uses as parks, schools or other public facilities. This shall be demonstrated at the time of final map.

Other Conditions of Approval:

20. The required internal setback shall be as follows:
Front yard: 10 feet to the house and 20 feet to the garage
Side yard: 5 feet
Street Side: 10 feet
Rear yard: 10 feet

These setbacks shall be stated on the final map as well as in the CC&Rs.

21. With the site improvement permit application, the applicant shall provide the following:

- a) A landscape and irrigation plan demonstrating compliance with the applicable sections of the Development Standards in Division 3 for the common area parcel and any other common area landscaping.
- b) An open space exhibit demonstrating both quantitatively and qualitatively, compliance with the requirements of CCMC 17.10.046.

22. The final map and site improvement permit shall provide a trail connection to the planned public trail located to the north of this project site and a public access easement shall be provided across the trail. The location and manner of connection shall be approved by the Park, Recreation and Open Space Director.

23. The Homeowners Association or similar entity required in condition 17 shall maintain all common areas including, but not limited to, the common area parcel, common area landscaping and irrigation, landscaping and irrigation located within the rights-of-way, the drainage basin, on-site trails, private streets, and the private sanitary sewer lift station.

24. Carson City is a Bee City USA. As a result, the developer shall use approximately 50% pollinator friendly plant material for any required landscaping on the project site. Also, any remaining landscape plant material selection needs to be consistent with the City's approved tree species list or other tree species, as approved by the city.

25. The developer is required to incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds. The

spread of invasive and noxious weeds is a significant issue in construction projects that involve land disturbance. Earth moving activities contribute to the spread of weeds, as does the use of contaminated construction fill, seed, or erosion-control products. Experience has demonstrated that prevention is the least expensive and most effective way to halt the spread of noxious and invasive weeds.

26. The on-site sewer system shall gravity flow to the northeast corner of the site where a privately owned and maintained sanitary sewer lift station will convey the flow uphill to the existing sanitary sewer main in N Ormsby Boulevard. Alternatively, prior to issuance of the site improvement permit, the developer shall obtain an easement from a neighboring property owner(s) that will allow for the sanitary sewer to gravity feed to Yorktown Drive southeast of the development.
27. Prior to issuance of the site improvement permit, the developer shall enter into a pro-rata share agreement for their contribution, based on trip distribution, to the North Ormsby Boulevard extension.
28. The final map shall provide public utility easements over the private streets for Carson City Utilities to access water and sewer mains as necessary.
29. The developer shall provide a revised geotechnical report with the site improvement permit application to address the high groundwater table, possible corrosive soil, and liquefaction. In the event the revised report requires mitigation to meet the development standards, the project must provide for such mitigation to the satisfaction of the City Engineer.
30. The following note shall be placed on the final map:

“Due to corrosive soils, any concrete with reinforcing steel must have a minimum of 3 inches of concrete cover over steel or other solution as approved by the City Engineer.”
31. With the submittal of the site improvement permit application, the developer shall provide updated analyses (water, sewer, and transportation) to include all projects that have been entitled up to 3 months after this project has been entitled. In the event updated reports shall that mitigation is required to meet development standards; the project must provide mitigation to the satisfaction of the City Engineer.
32. Half-street improvements must be installed on N Ormsby Boulevard along the project frontage. This will include striping, sidewalk, curb, gutter and paving to meet the City standard detail for a two-lane urban collector with bike lanes.
33. The final map shall include drainage easements where storm drain improvements cross property lines.
34. Each unit shall be constructed with an approved automatic sprinkler system. Alternatively, prior to submittal of the site improvement permit application, the developer may request approval, from the Fire Department, of alternative means and methods to meeting the separation requirements for the two points of access for the project. A note shall be placed on the final map indicating the requirement for automatic sprinklers for each unit or if an alternative means and methods is approved, appropriate notes shall be shown on the map.

LEGAL REQUIREMENTS: CCMC 17.05 (Tentative Maps); CCMC 17.07 (Findings); CCMC 17.10 (Common Open Space Development); NRS 278.330

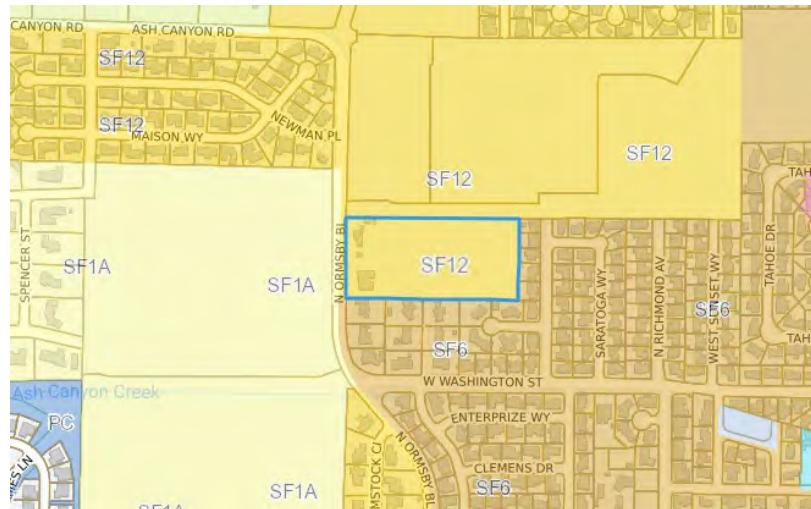
SITE DEVELOPMENT INFORMATION:

SUBJECT SITE AREA: 8.41 +/- acres

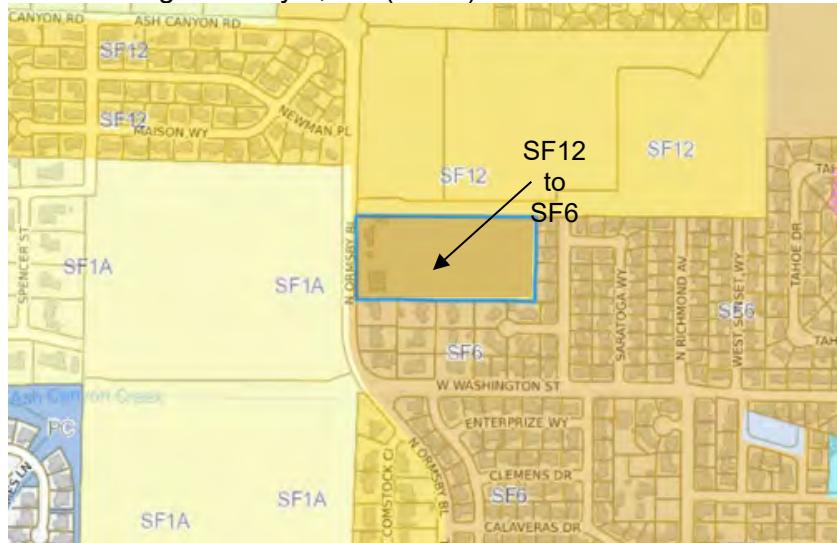
EXISTING LAND USE: Single-family residential

MASTER PLAN DESIGNATION: Medium Density Residential ("MDR")

EXISTING ZONING: Single-Family 12,000 ("SF12")



PROPOSED ZONING: Single-Family 6,000 ("SF6")



KEY ISSUES: Is the zoning map amendment consistent with the master plan? Is the zoning map amendment compatible with the adjacent land uses? Will the zoning map amendment negatively impact public services or facilities? Is the Tentative Map consistent with the required findings? Does the proposal meet the Tentative Map requirements and other applicable requirements?

SURROUNDING ZONING AND LAND USE INFORMATION

NORTH: SF12 & SF6 / Andersen Ranch Subdivision

SOUTH: SF6 / Single Family Residences

EAST: SF6 / Single Family Residences

WEST: SF1A / vacant

ENVIRONMENTAL INFORMATION:

FLOOD ZONE: Zone X
SLOPE: Generally flat
FAULT: Beyond 500 feet

DISCUSSION:

The subject property is located on the west side of N Ormsby Boulevard, 430± feet north of W Washington Street, immediately south of the Anderson Ranch Subdivision. There are currently two single family residences on-site with various outbuildings on the western most 1 ± acre portion of the property with the balance of the property being vacant. According to the Assessor's Office the parcel is 8.41± acres in size. However, according to a boundary survey completed by the applicant, the parcel is 7.98 acres in size.

The applicant is seeking a zoning map amendment from SF12 to SF6 for the subject parcel concurrently with a request for a Tentative Subdivision Map, SUB-2022-0375, to create 41 single family residential lots with a minimum lot size of 6,004 square feet, using the provisions of CCMC Chapter 17.10-Common Open Space Development. Common Open Space developments must comply with the allowable density of the zoning district, but may have flexibility on lot size, lot width, and setbacks. The allowable density in the proposed SF6 zoning district is 7.26 units per acre. The applicant proposes 5.14 units per acre (based on a 7.98-acre parcel).

The current zoning of the subject parcel is SF12, and the underlying Master Plan is Medium Density Residential. Per the Master Plan, the Medium Density Residential designation provides for single family residential neighborhoods at a density of 3-8 dwelling units per acre. Compatible zoning districts include Single Family 6,000, Mobilehome 6,000, Single Family 12,000, and Mobilehome 12,000. Properties to the south and east of this parcel are zoned SF6 and designated as Medium Density Residential. Additionally, immediately north is the Andersen Ranch Subdivision which includes lots as small as 4,407 square feet. The applicant is proposing to change the zoning of the parcel from SF12 to SF6 which is consistent with the underlying Master Plan.

The overall design concept is the creation of lots that are on average 6,306 square feet with the smallest lot being 6,004 square feet and the largest being 8,058 square feet. The subdivision is proposed to be accessed via a looped road with access at 2 points on N Ormsby Blvd. The internal roadways are proposed to be 36 feet in width with sidewalk on both sides of the street and on-street parking. Homes will have a standard two-car garage and a minimum 20-foot-long driveway.

Per CCMC 17.10.030.3 setbacks requirements are to be established as part of the tentative map approval. The proposed setbacks are as follows:

Front yard:	10 feet to the house and 20 feet to the garage
Side yard:	5 feet
Street Side:	10 feet
Rear yard:	10 feet

Per CCMC 17.10.030.4 the periphery boundary setbacks shall be those established for yard areas by the underlying zoning district. The proposed periphery setbacks meet or exceed the required setbacks for the SF6 zoning district. Of note, all lots will front the internal streets system; therefore, the rear setback is the setback that may impact adjacent development. The required rear setback in the SF6 zoning district is 10 feet; therefore, the future homes will not be any closer to adjacent development than if using the base zoning without the Common Open Space

Development provisions. Per CCMC 17.10.050 a Common Open Space development shall provide for adequate screening and buffering of existing and potential development adjoining the proposed development. Staff has included a condition of approval requiring privacy a fence or wall to be installed along the perimeter (rear yards) of the project.

The Board has the authority to approve a zoning map amendment and Tentative Subdivision Map. The Planning Commission makes recommendation to the Board.

PUBLIC COMMENTS: Public notices were mailed to 90 property owners within 600 feet of the subject site pursuant to the provisions of NRS and CCMC for the Zoning Map Amendment and Tentative Subdivision Map applications. Staff has received 1 written public comment (attached). Any written comments that are received after this report is completed will be submitted prior to or at the Planning Commission meeting on September 28, 2022, depending upon their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS: The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Development Engineering:

Development Engineering has no preference or objection to the zoning change. Information submitted with the application has demonstrated that infrastructure can support the request within standard development practices and is not in conflict with any engineering related master plans.

Development Engineering has reviewed the request within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 18.02.075 Zoning map amendments and zoning code amendments. The following discussion is offered.

CCMC 18.02.075 (5)(b)(1) – Compliance with Master Plan

The zoning map amendment is not in conflict with the intent of master plan elements for water, sewer, transportation, or storm water. Any project will need to meet Carson City Development Standards which will include extension of water and sewer mains along the property frontage and project impact reports for water, sewer, storm drain, and traffic. Other standards may apply depending on the impact and design of the project proposed.

CCMC 18.02.075 (5)(b)(2&3) – Compatible Land Use

Development Engineering has no comment on these findings.

CCMC 18.02.075 (5)(b)(4) – Impact on Public Services, Facilities, Health and Welfare

Any new project that is proposed must complete project impact reports to show that existing facilities can meet demands within the standards set by municipal code. Any project approved in the new zoning area that would cause impacts beyond those allowed by municipal code, would be required by municipal code to mitigate those impacts as part of the design of the new development. These impact reports must include demand imposed by neighboring entitled projects in the existing demand on mains and streets.

Development Engineering has no preference or objection to the tentative map request and offers the following conditions of approval:

- The City's Transportation Master Plan includes extending North Ormsby Boulevard to West Winnie Lane. A Pro Rata share contribution for the North Ormsby Boulevard

extension will be required prior to issuance of the site improvement permit based on the trip distribution.

- Private streets will be incumbered with Public Utility Easements for Carson City Utilities to access water and sewer mains as necessary
- A new geotechnical report will be required with the site improvement permit addressing the high groundwater table, possible corrosive soil, and liquefaction. In the event that the new report shows that mitigation is required to meet development standards, the project must provide mitigation to the satisfaction of the City Engineer.
- Per the Geotechnical report, any concrete with reinforcing steel must have a minimum of 3-inches of concrete cover over steel or other solution as approved by City Engineer. This shall be noted on Tentative Map and mitigated at time of Site Improvement Permit submittal.
- All analyses (water, sewer, and transportation) are to be updated to include all projects that have been entitled up to 3 months after this project has been entitled at the time of the site improvement permit. In the event that the updated reports show that mitigation is required to meet development standards, the project must provide mitigation to the satisfaction of the City Engineer.
- A Homeowners Association is to be established that will maintain all common areas including but not limited to the proposed drainage basin, trails, and private street. The CC&Rs will address operation and maintenance of proposed project elements.
- Either the proposed Sanitary Sewer Lift Station will be privately owned and maintained by the HOA or an easement will be obtained for sanitary sewer to gravity to Yorktown Drive. Any alternate design would require further review by the City Engineer.”
- The project must meet Carson City Development Standards and Standard Details including but not limited to:
 - Half-street improvements must be installed on North Ormsby Boulevard along the project frontage. This will include striping, sidewalk, curb, gutter, and paving to meet the City standard detail for a two-lane urban collector with bike lanes.
 - Main locations must meet standard detail C-1.2.4
 - Lot public utility easements must meet minimum width standards.
 - All proposed Storm Drain Improvements shall include Drainage easements when crossing property lines.
 - The unified pathways master plan indicates bike lanes on N Ormsby Blvd. The street has sufficient width to meet the standard detail for a 2-lane urban collector with bike lanes with parking on one side only.
 - A full water main and sewer main analysis must be submitted with the site improvement permit application, which analyzes the capacity and pressures of the proposed and existing mains and includes any entitled projects.

Development Engineering has reviewed the application within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 17.07.005. The following Tentative Map Findings by Development Engineering are based on approval of the above conditions of approval:

1. *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.*
The approved subdivision is served by municipal sewer and water. The developer will be required to meet all applicable development standards related to sewer and water design.
2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.*

The City has sufficient system capacity and water rights to meet the required water allocation for the subdivision.

3. *The availability and accessibility of utilities.*

Water and sanitary sewer utilities are available and accessible.

4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.*

The road network necessary for the subdivision is available and accessible.

5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.*

The Anderson Ranch Estates project to the north of the development will include open space and a multi-use path along the northern property line of the development. The development does connect to the Anderson Ranch Estates trail system through sidewalk along N. Ormsby.

6. *Conformity with the zoning ordinance and land use element of the city's master plan.*
Development engineering has no comment on this finding.

7. *General conformity with the city's master plan for streets and highways.*

The development is in conformance with the city's master plan for streets and highways.

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.*

The development will produce 387 trips per day and will generate 31 AM Peaks hour trips and 41 PM Peak hour trips. Based on these numbers, the threshold for requiring a Traffic Impact Study for this development will not be met.

Local intersections: The site is north of the corner of Washington St and N Ormsby Blvd. Washington St and N Ormsby Blvd are minor collectors.

Parking and internal circulation: There will be on-site driveway parking at each lot, along with parking on both sides of the street of Ormsby Circle.

Adjacent Streets On-Street Parking: Half-street improvements must be installed on North Ormsby Boulevard along the project frontage. This will include striping, curb, gutter, and paving to meet the City standard detail for a two-lane urban collector with bike lanes. Right-of-way must be dedicated as necessary to contain the required improvements with the final map.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

Earthquake faults: The closest fault is over 500 feet with a slip rate of less than 0.2 mm/yr.

FEMA flood zones: The FEMA flood zone is Zone X (shaded).

Site slope: The site's slope is between 0% to 2%.

Soils: The geotechnical report states liquefaction is a potential at this site. Final geotechnical report shall indicate what mitigations measures are required to take place in order to avoid liquefaction potential based on known seismicity of nearby fault. Additionally, the report discusses the presence of clays and the shallow groundwater conditions present at the site. It also indicates the presence of soil corrosivity. Due to corrosivity all reinforcing steel needs to have 3 inches of concrete cover unless another solution is approved by City Engineer.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

Development Engineering has no comment on this finding.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The subdivision has sufficient secondary access, and sufficient fire water flows.

12. *Recreation and trail easements.*

Development engineering has no comment on this finding.

Carson City Fire Department:

1. Project must comply with the International Fire Code and Northern Nevada Fire Code Amendments as adopted by Carson City.
2. The project as presented does not comply with IFC Appendix D requirements for two points of access with remoteness to serve the subdivision. As noted in the Alternative Means and Methods note, and AM&M shall be approved prior to final map and site improvement permit.
 - a. Per Appendix D107.1 exception: Provide each dwelling unit with an approved automatic sprinkler system in accordance with section 903.3.11, 903.3.1.2, or 903.3.1.3, the remoteness requirement shall not be required.

ZONING MAP AMENDMENT FINDINGS: Staff recommends the following findings for approval of the Zoning Map Amendment pursuant to CCMC 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

1. **That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.**

The zoning map amendment is consistent with the zoning of the parcels to the east and south. Moreover, the Andersen Ranch Subdivision located immediately north of the subject parcel has been approved for development with lots as small as 4,407 square feet. The applicant has concurrently applied for a Tentative Subdivision map. The proposed subdivision is a medium density residential development that proposes 5.14 units per acre with 41 lots.

The Master Plan designation of the subject parcel is Medium Density Residential. The Master Plan is a policy document that outlines the City's vision and goals for the future and provides guidance for making choices regarding the long-range needs of the community. The Zoning Map is a tool to implement the Master Plan. Pursuant to Nevada Revised statutes (NRS) 278.250 the zoning map designation shall be consistent with the Master Plan designation. The current zoning designation of Single-Family 12,000 is consistent with the underlying Master Plan of Medium Density Residential. Likewise, the proposed zoning of Single-Family 6,000 is also consistent with the underlying master plan.

Per the Master Plan, the Medium Density Residential designation provides for single family residential neighborhoods at a density of 3-8 dwelling units per acre. Compatible zoning districts include Single Family 6,000, Mobilehome 6,000, Single Family 12,000 and Mobilehome 12,000. The range of density in this master plan designation is 3-8 units per acre. The proposed zoning map amendment is consistent with the master plan.

2. **That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.**

The proposed zoning map amendment will not have a detrimental impact on other properties in the vicinity. The proposed SF6 zoning will be consistent with the zoning to the south and east and allow for lot sizes similar to those to the north within the Andersen Ranch Subdivision. The proposed zoning is compatible with the adjacent single family residential uses in the area.

3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities in the area and will not adversely impact the public health, safety and welfare. The capacities of the city sewer, water, storm drain, and transportation systems are sufficient to meet the demand that may result. The zoning map amendment itself will not result in impacts to public services or facilities; however future projects could cause impacts that require mitigation. The applicant has concurrently applied for a Tentative Subdivision map. Staff has recommended conditions of approval for the Tentative Map to address the impacts resulting from the project.

TENTATIVE MAP FINDINGS: Staff recommends approval of the Tentative Subdivision Map based on the findings below and in the information contained in the attached reports and documents, pursuant to CCMC 17.05 (Tentative Maps); 17.07 (Findings), 17.10 (Common Open Space Development), and NRS 278.349, subject to the recommended conditions of approval, and further substantiated by the applicant's written justification. In making findings for approval, the Planning Commission and Board of Supervisors must consider:

1. *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.*

The development is required to comply with all applicable environmental and health laws concerning water and air pollution and disposal of solid waste. A copy of the proposed tentative map was submitted to the Nevada Division of Water Resources and the Nevada Division of Environmental Protection ("NDEP") for review. An intent to serve or a will serve letter from the municipal sewer service provider is required at the time the final map is presented to the State for final approval and signature. The Carson City Public Works Department has advised of adequate capacity in the City systems to meet water demand and sewage disposal needs. The utility design is required to meet all applicable development standards related to water and sewer design.

2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.*

Water supplied to the development will meet applicable health standards. The City has sufficient system capacity and water rights to meet the required water allocation for the subdivision.

3. *The availability and accessibility of utilities.*

All utilities are available in the area to serve this development. The utility design will be reviewed at the time of a site improvement permit to ensure it meets all applicable standards.

4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.*

The project is located adjacent to existing single-family developments which are served by the existing public services including schools, sheriff, transportation facilities, and parks. As noted in

the June 29, 2022 annual report to the Growth Management Commission the School District has indicated that they do not have any concerns with the number of children resulting from the new construction. Development Engineering has reviewed the development for impacts to water, sewer, storm drainage, and roadway systems. As conditioned, the existing infrastructure has been found to be sufficient to supply water and sanitary sewer and the City has capacity to meet the demand. This project will be required to enter a pro-rata share agreement for the extension of N Ormsby Boulevard to West Winne Lane. Staff is recommending conditions of approval half-street improvements to be installed on North Ormsby along the project frontage, including striping, sidewalk, curb, gutter and paving with bike lanes. The Fire Department has reviewed the project and has indicated that the project will either be required to provide approved automatic sprinkler systems in each dwelling unit or receive approval of alternative means and methods to meeting the separation requirements for the two points of access for the project. At the time a site improvement permit is submitted and prior to recordation of the final map the project will be reviewed to ensure compliance with the currently adopted edition of the International Fire Code and the Northern Nevada Fire Code Amendments as adopted by Carson City.

5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.*

Access will be provided to the planned public trails to the north of this project site. Staff is recommending a condition of approval requiring the final map and site improvement permit to provide the trail connection including a public access easement across the trail.

6. *Conformity with the zoning ordinance and land use element of the City's Master Plan.*

The proposed common open space development must comply with the allowable density of the zoning district, but may have flexibility on lot size, lot width, and setbacks. The allowable density in the SF6 zoning district is 7.26 units per acre. The applicant proposes 5.14 units per acre.

Per Division 2 of the Development Standards, the applicant must provide two parking spaces per dwelling unit provided the internal or abutting streets provide for on-street parking. The internal streets will provide for on-street parking and each lot will provide for a minimum of two parking spaces, typically via a two-car garage.

As part of the requirements for a Common Open Space Development the applicant must provide for 250 square feet of open space per dwelling unit, which may include private open space and/or common open space. At least 100 square feet per dwelling unit of common open space must be designed for recreational use. This translates to a total open space requirement of 14,350 square feet (0.33 acres). The applicant proposes approximately 615 square feet of private open space in the backyard of each residence and an additional 8,544 square feet of common open space which will be landscaped and include amenities such as a walking path, benches, and a bike path. Staff has recommended a condition of approval that an open space diagram be submitted at the time of application for site improvement permit, demonstrating compliance with the open space requirements. Additionally, a landscaping plan will be required to be submitted with the site improvement permit application to confirm compliance with Division 3 of the Development Standards.

The proposed periphery setbacks meet or exceed the required setbacks for the SF6 zoning. Of note, all lots will front the internal streets system; therefore, the rear setback is the setback that may impact adjacent development. The required rear setback in the SF6 zoning district is 10 feet; therefore, the future homes will not be any closer to adjacent development than if using the based zoning without the Common Open Space Development provisions. Per the standard conditions

for a Common Open Space Development, the project must provide for adequate screening and buffering of existing and potential development adjoining the proposed development. The proposal does not address proposed screening and buffering; therefore, staff has included a condition of approval requiring privacy a fence or wall to be installed along the perimeter (rear yards) of the project.

The Master Plan designation of the subject parcel is Medium Density Residential. The Medium Density Residential designation provides for single family residential neighborhoods at a density of 3-8 dwelling units per acre. Compatible zoning districts include Single Family 6,000, Mobilehome 6,000, Single Family 12,000, and Mobilehome 12,000. Properties in this area are of similar size and density to the proposed subdivision.

7. *General conformity with the City's Master plan for streets and highways.*

The development is in conformance with the City's Master Plan for streets and highways.

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.*

As conditioned, the road network will be adequate to serve the project. Staff is recommending conditions of approval requiring the applicant to enter into an agreement with the City to pay for its pro rata share of the extension of N Ormsby Boulevard to W Winnie Lane. Additionally, staff is recommending a condition requiring the applicant to construct half street improvements on N Ormsby along the project frontage.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

The site is relatively flat, and there are no faults within 500 feet. The site includes areas designated as FEMA zone X shaded. The geotechnical report provided with the application states that liquefaction is a potential issue at this site. Additionally, staff is aware of high groundwater in the area. To mitigate potential impacts, staff is recommending a condition requiring a revised geotechnical report be submitted with the site improvement permit application. Any mitigations required to meet the requirements of the City's development standards will be required to be implemented by the developer to the satisfaction of the City Engineer.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

The proposed tentative map has been routed to the Nevada Department of Environmental Protection (NDEP) and the Nevada Division of Water Resources. A will serve letter for the sewer and water will be required prior to the State signing the Final Map.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The Carson City Public Works Department has reviewed the project in conjunction with the Carson City Fire Department. However, the Fire Department has reviewed the project does not meet the necessary separation requirements for the two points of access. Therefore, staff is recommending a condition of approval requiring either approved automatic sprinkler systems in each dwelling unit or approval of alternative means and methods to meeting the separation requirements for the two points of access for the project. At the time a site improvement permit is submitted and prior to

recordation of the final map the project will be reviewed to ensure compliance with the currently adopted edition of the International Fire Code and the Northern Nevada Fire Code Amendments as adopted by Carson City.

12. *Recreation and trail easements.*

Access will be provided to the planned public trails to the north of this project site. Staff is recommending a condition of approval requiring the final map and site improvement permit to provide the trail connection including a public access easement over the on-site trail as well as the connection to the planned public trails to the north.

Attachments

Public Comments

Application- ZA-2022-0376 & SUB-2022-0375



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of two members to the Carson City Regional Transportation Commission ("RTC"), one to fill a partial term that expires in December 2023 and one to fill a full term that expires in December 2024. (Nancy Paulson, npaulson@carson.org)

Staff Summary: NRS 277A.170 and Carson City Municipal Code ("CCMC") 11.20.030 provide for the creation and organization of a five-member RTC. Staggered two-year terms are served by two members of the Board of Supervisors and three representatives of the public-at-large. Members of the RTC also serve on the Carson Area Metropolitan Planning Organization ("CAMPO"). There is one vacancy due to a resignation and one due to expiration of a term. A reappointment request was submitted by Jim Dodson. New applications were submitted by Christopher Moltz, Lucia Maloney and Don Hataway.

Agenda Action: Formal Action / Motion **Time Requested:** 1 hour

Proposed Motion

I move to appoint _____ for a partial term that expires in December 2023 and _____ for a full term that expires December 2024.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.170 and 277A.180; and CCMC 11.20.30

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Reopen the position for additional applicants.

Attachments:

[RTC Packet.pdf](#)

[Resignation from the RTC.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)



Carson City, NV

Regional Transportation Commission

Board Details

The Regional Transportation Commission, comprised of five members who also represent CAMPO, establishes priorities and recommends appropriate funding for transportation improvement projects within Carson City. The RTC meets the second Wednesday of every month after the Carson Area Metropolitan Planning Organization Meeting in the Sierra Room of the Carson City Community Center, and Carson City residents are welcome to attend these meetings

Overview

Size 5 Seats

Term Length 2 Years

Term Limit 12 Years

Additional

Meetings

- Following the adjournment of the CAMPO meeting, which begins at 4:30 pm
- Meets on the second Wednesday of every month
- Community Center, Robert "Bob" Crowell Board Room 851 East William Street

Powers & Duties

The Regional Transportation Commission is set up to establish priorities and recommend appropriate funding for transportation improvement projects within Carson City. Projects are evaluated in terms of:

- The priorities established by the Carson Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan.
- The relation of the proposed work to other projects already constructed or authorized.
- The relative need for the project in comparison with others proposed.
- The funds available.

Additional Information

[CAMPO_RTC_BOS_Interlocal_agreement_AmendedJune2020_Executed.pdf](#)

[CCMC_11.20.030.pdf](#)



Carson City, NV

Regional Transportation Commission

Board Roster



Lori Bagwell

3rd Term Jan 07, 2021 - Dec 31, 2022

Position Board of Supervisors

Office/Role Chair



Robert (jim) Dodson

Partial Term May 06, 2021 - Dec 31, 2022

Position Citizen at Large



Gregory J. Novak

1st Term Dec 16, 2021 - Dec 31, 2023

Position Citizen at Large



Lisa Schuette

2nd Term Jan 01, 2022 - Dec 31, 2023

Position Board of Supervisors

Office/Role Vice Chair



Vacancy

Profile

Robert (jim)
First Name

Middle Initial

Dodson
Last Name

jimanddeann2@att.net
Email Address

3728 Prospect Dr
Street Address

Suite or Apt

Carson City
City

NV
State

89703
Postal Code

Mobile: (775) 720-6144
Primary Phone

Mobile: (775) 220-5283
Alternate Phone

Which Boards would you like to apply for?

Regional Transportation Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I am reapplying for these positions having served a partial term starting in May, 2021. The experience gained as a board member has given me a greater understanding of the needs of these positions and I have the continued interest and ability to continue to effectively serve. I also believe my background, education and experience in transportation infrastructure planning, design, construction management and administration make me a well qualified candidate for this position. I have resided in Carson City for over 40 years and have been involved in a number of local transportation improvement projects during this time. Since retiring from full time employment in 2016.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Currently a member of CAMPO and RTC

Question applies to multiple boards

Term expiration:

12/31/22

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

I do retain a part time position with the engineering company, Atkins, which has an office in Reno. I left my full time position with Atkins in 2016. The following year, I rejoined them in an advisory capacity. I have averaged about 140 hours a year working with Atkins for the last four years. The company provides services to Carson City including transportation related design and construction management. There are no current transportation related contracts with Carson City.

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Supplying this information if needed: University of Nevada Reno

Major Subject:

Civil Engineering

Degree Conferred:

Bachelor of Science in Civil Engineering

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I believe my background, education and experience in transportation infrastructure planning, design, construction management and administration make me a well qualified candidate for this position. I have resided in Carson City for over 40 years and have been involved in a number of local transportation improvement projects during this time. Since retiring from full time employment in 2016, I have the time and interest needed to be an effective board member.

List the community organizations in which you have participated and describe participation:

Volunteer for Carson Tahoe Hospital

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

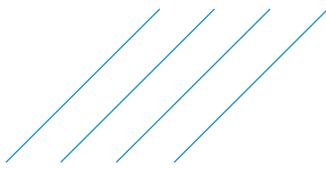
Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *



Jim Dodson

Carson City RTC Commissioner Applicant

Jim Dodson has 49 years of multifaceted transportation related experience. He possesses significant management expertise from his previous assignments with transportation-related program management, highway construction engineering management, and structural design project management. Mr. Dodson is a former Nevada Department of Transportation (NDOT) assistant director of engineering as well as a former NDOT assistant director of operations.

In 1999, Mr. Dodson opened the northern Nevada office of Atkins. The office provides highway design and construction management, stormwater and erosion control design, surveying, and airport engineering services.

In July 2016, Mr. Dodson retired from full time service with Atkins. He continues in a limited advisory role on a part time basis.

Mr. Dodson's project experience with Atkins (1999 to present) includes:

Project Neon Design Build, Nevada Dept. of Transportation, Las Vegas, NV.

Design manager. Atkins served as lead designer for contractor Kiewit on this 3.7-mile long design-build project, managing all design and engineering services on this multiphased, multiyear project with responsibilities that include design services for roadway, drainage, bridges and structures, traffic control, signing, pavement marking, landscape, and ITS as well as providing quality control, utility coordination, public involvement, design surveying, and design support during construction.

Considered the most important and ambitious project in Nevada Department of Transportation's history, it includes separation of freeway traffic from arterial traffic, reduced numbers of merging sections, and connection of high occupancy vehicle (HOV) lanes to create a continuous 22-mile stretch from US 95 through I-15 and accommodates regional economic redevelopment through improved access to downtown Las Vegas and the Resort Corridor. **Duration:** 10/2015-07/2016

Southeast Connector Phases I and II, Regional Transportation Commission of Washoe County, Reno and Sparks, NV. Project principal responsible for project oversight, staffing, and coordination. Atkins is providing full construction management and administrative oversight services for the Regional Transportation Commission of Washoe County's (RTC) largest public works project. The total cost was \$250 million and was delivered using the Construction Manager At-Risk (CMAR) procurement method. Phase I included the construction of a 1,400-foot steel girder bridge over the environmentally sensitive Truckee River and adjacent floodplain; a new 6-lane urban arterial roadway and multi-use path; flood volume/wetlands mitigation; intersection improvements; and landscape and aesthetics. Bridge construction included 45 drilled shafts adjacent to the river with varying soil conditions and a new 65-foot grade separation including 12 drilled shafts at Clean Water Way. **Duration:** 11/2012-07/2016

Primavera P6 Training and Support Services, Nevada Dept. of Transportation, Carson City, NV. Project principal overseeing this project that developed and is providing training and technical support to Nevada Department of Transportation for Primavera P6 Professional software. Atkins is also assisting in updating the current

Total years of experience

49

Education

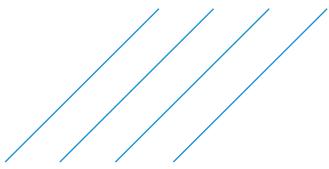
B.S., Civil Engineering, University of Nevada, Reno, 1971

Registrations/licenses

Professional Engineer

Nevada 04129, 1975

Utah 329557-2202, 1996



Standard Specifications for Road and Bridge Construction as it relates to current industry standards for project scheduling.

I-80/Summit Park Bridge, Utah Dept. of Transportation, Summit Park, UT.

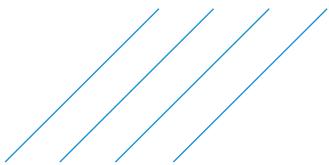
Project manager for the Atkins team, which provided independent cost estimating (ICE) services including constructability input for a \$7 million project to replace a bridge on I-80 using accelerated bridge construction techniques. The project also used the alternate contract delivery method known as construction manager/general contractor (CM/GC). This process is essentially the same as the construction manager at risk process the Nevada Department of Transportation is advancing. As project manager, provided reviews and quality assurance checks for cost estimating performed our lead estimator. Managed the contract with UDOT for the ICE services throughout the duration of the project.

I-15 Express Lanes, Utah Dept. of Transportation, Salt Lake City, UT. Project advisor for this project, which has enabled electronic toll collection in the Salt Lake City area's high-occupancy toll lanes. Project responsibilities included overseeing the design-build vendor providing the civil and systems components; procuring and overseeing the vendor providing the remote customer service center and the vendor providing the ISO 18000-6C transponders; and participating in/managing the Atkins resources necessary to support planning, requirements, design, development, testing, implementation, operations, and maintenance. The project went live to traffic August 23, 2010.

I-80 Design-Build, Robb Drive to Vista Boulevard, Nevada Dept. of Transportation, Washoe County, NV. Design manager responsible for developing quality control and assurance plans for design and construction. This project involved 10-miles of freeway reconstruction performed as a \$72 million design-build project. Design includes providing pavement reconstruction and interchange ramp reconfiguration, adding auxiliary lanes, and designing intelligent transportation systems infrastructure, aesthetic enhancements, and signing and lighting upgrades. Duration: 2010 to 2012

Vista Boulevard Improvements Design, Washoe County Regional Transportation Commission, Sparks, NV. Project principal responsible for design and construction oversight of this project. Project scope included design services for a 2.5-mile-long section of Vista Boulevard. Improvements included the addition of travel, bike, and turn lanes, drainage, intersection improvements, street lighting, and pedestrian facilities. Atkins' design services includes work in six separate disciplines: roadway, traffic, survey, wetlands delineation, noise studies, and archaeological resources investigations.

Northbound 395 Improvement Project from Moana Lane to I-80, Nevada Dept. of Transportation, Washoe County, NV. Project principal for this project located on US 395 northbound between the Moana Lane Interchange and the US 395/I-80 Reno Spaghetti Bowl Interchange. The purpose of this project is to improve operations and alleviate congestion on a 3.2-mile northbound section of US 395. Atkins used CORSIM to determine potential alternatives that reduce congestion while keeping improvements within current right-of-way limits. The analysis included parallel roadways, barrier-separated collector-distributor roads, in addition to changing the configuration of ramp movements at I-80. In addition to using level of service as a measurable metric, travel time and lane utilization were also used to compare alternatives. The design of the preferred alternative includes roadway widening to accommodate auxiliary lanes, in which six bridges are affected, retaining walls, drainage improvements, reconfiguration of system-to-system ramps,



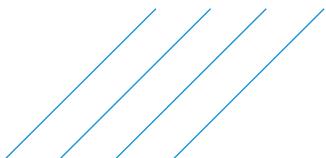
signing, striping, signals, intelligent transportation system infrastructure, and signal modifications. An analysis of ramp metering was also included to determine whether existing ramps could accommodate future ramp meters to allow for adequate queueing and acceleration. Duration: 2008 to 2009

Contract 3327, Carson City Freeway Phase 2A Construction Management, Nevada Dept. of Transportation, Carson City, NV. Project principal responsible for overseeing construction staff augmentation to Nevada Dept. of Transportation for this \$45 million project to extend the new urban freeway approximately 2-miles south. Construction included a new 4-lane, separated median freeway section, three new bridges, and off-site drainage facilities. Atkins provided administration, inspection, materials testing, and survey support services on this project. As part of our responsibilities, we set up an electronic documentation system using Prolog software. All project documentation has been done electronically using this software, a dedicated server, and hardware including "tough" notebook computers for the field inspectors. Our administrator demonstrated to NDOT the power and versatility of Prolog, which is being evaluated for adoption as their standard on all projects requiring electronic systems. Atkins provided inspection support for all facets of the project including grading, paving, drainage, structures, and utilities and helped NDOT resolve field testing discrepancies and modify procedures to accurately reflect the acceptability of construction materials. Duration: 2007 to 2008

I-80 Corridor Study, Nevada Dept. of Transportation, Washoe County, NV. Senior project manager for this study concerning growth implications including land use and mobility along the I-80 corridor outside of the urban core. Land use and mobility are among the issues being addressed. Stakeholders include local elected officials and technical staffs; state and federal technical representatives from diverse agencies such as economic development and Bureau of Land Management; local community groups; and special interests such as bicycle advocates. Atkins is providing planning expertise and process facilitation to help stakeholders work through the identified issues and develop a corridor plan within the timeframe required by NDOT and the Federal Highway Administration (FHWA). Alternative mobility solutions will require close coordination with the Washoe County Regional Transportation Commission to interpret travel demand model output and determine a relationship between the land use data available and the projected traffic. Analysis also includes an economic model that may be used to identify alternative development scenarios over the next 50 years. Duration: 2008 to 2009

US 50 East Corridor Study, Nevada Dept. of Transportation, Carson City, Lyon and Churchill Counties, NV. Project principal for this NDOT study that provided an action plan that defined future transportation alternatives along a fast-growing 50-mile corridor from Carson City to Fallon. Stakeholder involvement was a key project component, and alternatives addressed issues associated with growth and development, access management, safety, and transportation management. Atkins lead a facilitated process where a group of more than 30 stakeholders met monthly to identify issues and become educated about corridor needs. The study culminated in a prioritized list of transportation improvement recommendations to address the identified needs. Duration: 2005

Project Cost Estimating System, Nevada Dept. of Transportation, Carson City, NV. Project manager and trainer for this project to develop an estimating system that uses a template type Excel system and online current bid history pricing for Nevada lettings. The Atkins system is intended to provide budgetary planning estimates all the way through final design estimates that include detailed NDOT bid



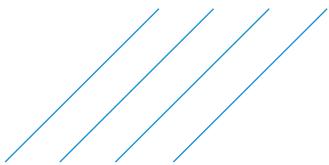
item numbers and electronic retrievable letting bid unit pricing that can be defined for state districts, letting dates including averages, and median letting information. The estimate system also integrates risk and probability analysis with regard to the estimate elements and costs. Atkins conducted statewide training to introduce the tools to users including NDOT and local agency users.

Lemmon Drive and Sky Vista/Buck Drive Intersection, Regional Transportation Commission of Washoe County, Reno, NV. This project for the Regional Transportation Commission of Washoe County involved design, bidding, and construction management services for the reconstruction, widening, and realignment of the intersection of Lemmon Drive at Buck Drive and Sky Vista Boulevard. Elements of the project included widening Lemmon Drive to a six-lane road with double left-turn lanes, Buck Drive to a four-lane road with a left-turn lane, and Sky Vista Boulevard to a four-lane road with two right-turn lanes. Also included were 5-foot bike lanes, medians, curb, gutter, and sidewalk, modifications and relocation of the existing traffic signals, storm drain improvements, and the installation of a major waterline. Construction of the intersection included 93,630 square feet of Portland cement concrete paving and improvements outside the intersection included 141,940 square feet of asphalt concrete pavement.

Environmental Assessment for Carson City Airport Runway 9-27, Carson City Airport Authority, Carson, City, NV. Project principal for an environmental assessment for runway/taxiway reconstruction to accommodate an alignment change. The project involved extending and realigning the runway, realigning the existing parallel taxiway, and constructing a second parallel taxiway to handle larger general aviation aircraft. We evaluated the effect of the runway extension and additional aircraft volumes on surrounding land use and resources. We conducted meetings to gather comments from the public and resource agencies, and we calculated noise information from increased aircraft operations and developed noise contours to determine impacts to sensitive receptors and adjacent housing.

Clear Creek Watershed Erosion Assessment, Nevada Dept. of Transportation, Carson City, NV. Project manager for this highly successful study that was completed in January 2003. The project was funded by the Nevada Department of Transportation, but Atkins received direction from a Steering Committee that included Carson City Supervisor Robin Williamson and Douglas County Commissioner Kelly Kite. This project was an outstanding example of cooperation among entities and governmental agencies to provide for a study that will be useful for many different interests in enhancing and protecting the natural resources within the Clear Creek watershed.

Atkins demonstrated the ability to conduct field surveys using state-of-the-art geographic information systems technology to accurately locate, map, and assess the severity of 245 erosion components within the watershed. We developed rating scenarios that took into account the contribution of the erosion components toward the most significant problems associated with the watershed such as sedimentation deposition into Clear Creek itself. We then developed a prioritization process for addressing each of these components and developed mitigation alternatives and associated cost estimates. A final task performed was an electronic photo inventory of 1,200 pictures taken of erosion components within the watershed. This inventory is linked to a map of the watershed that shows the location of each photo taken. By using a hyperlink, the photos taken at each location can be viewed simply by clicking on the map. This inventory will serve as an excellent baseline to determine how conditions may change in the future.



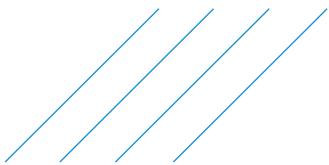
A key to the success of this project was that we were able to achieve consensus among the members of the Steering Committee that the prioritization process was logical and established a basis for treating the worst problems first. The work has been hailed as being extremely beneficial in quantifying the extent of the problems and how to logically address the watershed's erosion and sedimentation issues. Mr. Dodson's leadership contributed significantly to the project success. His communication with key stakeholders throughout the process gave them a great sense of ownership in and support of the project. Duration: 2002 to 2003

US 50 Lake Tahoe Erosion Control and Stormwater Management Project, Cave Rock to Glenbrook, Nevada Dept. of Transportation, Lake Tahoe, NV. Project principal responsible for providing oversight for this project. The existing master plan hydrologic and hydraulic analyses were reviewed for appropriateness and improvements where recommended where appropriate. The project incorporated erosion control design, hydrologic and hydraulic analysis including design of drainage systems to meet capacity and spread criteria, cut and fill slope stabilization, and sediment volume analysis. Infiltration basins and sediment capturing drainage structures were designed to reduce pollutant discharge to Lake Tahoe.

Contract 3154, US 395 Carson City Freeway, Phase 1B, Nevada Dept. of Transportation, Carson City, NV. Project manager for the design and construction support of this 3.8-mile urban freeway project that included extensive stakeholder coordination with Carson City, utility companies, businesses, advocacy groups, and neighborhood groups affected by the construction. Managed final design and construction documents for the northern segment of the Carson City Freeway project, 5 miles of controlled access freeway including three interchanges. Coordinated the efforts and oversaw all aspects of the constructability review, including the discussion of several design alternatives, documentation of pros and cons for each alternative, and the development of a construction schedule for comparison with one prepared by Nevada Department of Transportation (NDOT) staff. For the bridges, Atkins recommended an open, three-span design that resulted in a thinner bridge superstructure, lower profile, and more aesthetically pleasing design. We also modified the preliminary design by optimizing the vertical profile to decrease the amount of earthwork needed and reduce the project's visual impact. We also modified a half interchange to incorporate roundabouts at the ramp terminals, a first for interchanges in Nevada. The local community was eager to provide input into the planning and design of several project features, including bicycle and pedestrian facilities, noise mitigation walls, freeway landscaping, and gateway areas. Atkins conducted an extensive public outreach program for NDOT, including a project Web site (www.ccfreeway.com) and computer kiosks placed throughout the community. The Web site was used to solicit public input into the aesthetic treatment to be used for the 4.25 miles of 12- to 17-foot-high soundwalls. Duration: 1999 to 2003

US 395 Carson City Freeway Phase 2 Construction Schedule Development, Nevada Dept. of Transportation, Carson City, NV. Project principal for an overall construction time determination schedule for Phases 2A and 2B. Atkins developed several scenarios in an attempt to maximize the use of acceptable in-situ fill material and minimize borrowing and wasting. Our fundamental assumption to each of these scenarios was Phase 2A and 2B would work sequentially. Duration: 2002

Carson City Freeway Visual Impacts Study, Nevada Dept. of Transportation, Carson City, NV. Project manager for a study on possible impacts to the viewshed of sensitive properties near Phase 2 of the Carson City Freeway. Atkins analyzed



minimizing the freeway's visual impact by assessing and evaluating vertical alignment alternatives and presenting recommendations to NDOT and the Federal Highway Administration. Duration: 2001

Program Management and Construction Management for Reno-Tahoe Airport Authority, Reno-Tahoe Airport Authority, Reno and Stead, NV. Project principal responsible for construction contract administration, inspection, and quality assurance testing. Ensuring appropriate resources are available for all assignments. Assisting the Reno-Tahoe Airport Authority (RTAA) in looking at new contract delivery methods such as design-build. Participating in constructability reviews for the more complex projects. Attending RTAA board meetings and make presentations on project updates or other matters requiring Board approval. Atkins is providing program and construction management services to the RTAA for the capital improvement programs at the Reno-Tahoe International Airport and the Reno Stead Airport. Duration: 2006 to Present

Airport Engineer, Carson City Airport Authority, Carson City, NV. Project principal responsible for contractual obligation fulfillment, project direction, and resource allocation to meet project needs. Atkins is currently the airport engineer at the Carson City Airport. Atkins is currently performing an environmental assessment and benefit cost analysis for a major runway realignment and reconstruction project at the Carson City Airport. Work assignments also include attending Airport Authority meetings and providing general engineering functions such as preparing the airport capital improvement plan, Federal Aviation Administration grant applications, Exhibit A property map, disadvantaged business enterprise program, lease parcel map, and other services as requested by the airport manager. Duration:

Mr. Dodson's project experience with other consulting firms (1996 to 1999) includes:

I-15 Freeway Reconstruction, Utah Dept. of Transportation, Salt Lake City, UT. Filled the roles of design services during construction manager, technical liaison for maintainability, and deputy quality assurance manager for the lead design firm on one of the largest transportation projects ever undertaken (\$1.59 billion). Vital to the project in managing the design group making changes and improvements to designs once construction activity commenced. Responsible for assuring that maintainability was accounted for in all design work, and he assisted with the development and implementation of the design quality control/quality assurance program. The project rebuilds more than 16 miles of urban freeway system including construction of 134 new bridges and 240 new retaining walls. This enormous design-build project has received national attention because of its size, ambitious completion schedule, and the use of the design-build concept. Duration: 1996 to 1999

Mr. Dodson's project experience with NDOT (1971 to 1996) includes:

I-15 at Spring Mountain Interchange, Nevada Dept. of Transportation, Las Vegas, NV. Nevada Department of Transportation assistant director of engineering for project to produce the final design for the last major phase of this interchange upgrade. Provided input and decision making for a creative funding package, staging and phasing plans, alternate bid package, right-of-way decisions, and traffic control plans, all integral to achieving the maximum benefit to the public for the work done on this project. Duration: 1994 to 1995

Profile

Christopher
First Name

Middle Initial

Moltz
Last Name

chris@westexconsulting.com
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2285 Bristol Pl
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Suite or Apt

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City

NV
State

89703

Postal Code

Mobile: (775) 484-1013
Primary Phone

Mobile: (775) 220-0775
Alternate Phone

Which Boards would you like to apply for?

Regional Transportation Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have been wanting to Serve my community. As a licensed Civil Engineer who specializes in Traffic Engineering, this is the best way for me to do this.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

No

Question applies to multiple boards

Term expiration:

12/2023

Conflict of Interest

Christopher Moltz

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

College, UNR

Major Subject:

Civil Engineering

Degree Conferred:

B.S. Civil Engineering

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I am a licensed Civil Engineer in the State of Nevada, who specializes in traffic impact studies, parking studies, and trip generation studies. I specialized in Traffic Engineering in taking my PE Exam.

List the community organizations in which you have participated and describe participation:

Boy Scouts of America - Eagle Scout and Senior Patrol Leader Tau Kappa Epsilon Fraternity - Leadership Position and Philanthropy ASCE - Assist with Meetings Benevolent and Protective Order of the Elks - Philanthropy Events

List your affiliation with professional or technical societies: *if required for the position.

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Christopher Moltz, P.E.

775-484-1013

Email: chris@westexconsulting.com

Education and Certifications

- Honors High School Diploma – Carson High School, Carson City, Nevada, 2004
 - National Honor Society, Repeated Academic Lettering, Varsity Wrestling
- B.S., Civil Engineering – University of Nevada, Reno, 2009
 - ASCE Member, Tau Kappa Epsilon Fraternity (Pi Iota Chapter)
- Nevada Professional Engineer (P.E.) License 23133 (since 2014)
- Nevada Water Rights Surveyor (W.R.S.) License 1302 (since 2014)

Work Experience

Nevada Department of Transportation, 1263 S Stewart St, Carson City, Nevada 89712

Public Service Intern I, May 2007- August 2009

Supervisor for two summers: Gary Nelson, P.L.S.

- Crew 017: Location/Survey Division - Field Survey Work

Supervisor for one summer: Larry Boge, P.E.

- Crew 904: Construction Crew - Construction Inspection for NDOT Contract #3351R

Stanka Consulting LTD, 3108 Silver Sage Dr., Suite 102, Carson City, Nevada 89701

Associate Engineer, May 2010 – September 2017

Project Manager / Engineer, October 2017 – June 2022

Supervisor: Michael Stanka, P.E. (President)

- Professional Civil Engineering Design and Services, Site Improvement Plan Design and Mapping, Traffic Impact Studies, Drainage Studies, Septic Design, Grading Plans, and Review of Site Improvement Plans and Engineering Submittals for the City of Carson City, Nevada (Private Contractor)
- Project and Office Manager for company. Oversay all aspects of projects from obtaining contracts and new clients, to budgeting, time management, invoicing, review of projects, company administration, and of course working actively in all engineering duties as a Licensed Professional Engineer

Westex Consulting Engineers, 220 S. Rock Blvd, #12, Reno, Nevada 89502

Senior Project Manager, July 2022 - Present

Supervisor: Blake Carter, P.E.

- Traffic Engineering and Water Rights Department Manager
- As Senior Project Manager I oversee all aspects of new projects from obtaining contracts and new clients, to budgeting, time management, invoicing, review of projects, company administration, and of course working actively in all engineering duties as a Licensed Professional Engineer.

Community Service and Leadership Experience

Boy Scouts of America

- Honors: Eagle Scout Rank, Order of the Arrow; Leadership: Senior Patrol Leader (troop president); Community Service: Hundreds of hours of community service, as well as Eagle Scout Project

Tau Kappa Epsilon Fraternity

- Leadership: Hegemon (head member educator); Community Service: Helped raise thousands of dollars for charities such as JDRF (Juvenile Diabetes Research Foundation), St. Jude Children's Research Hospital, Ronald Reagan Alzheimer's Fund, and the Scott Mapa Fund

ACSE

- Community Service: "Stroke to Help" Golf Tournament, ASCE High School Bridge Competition

Benevolent and Protective Order of the Elks

- Community Service: Charity Events and Fundraisers

Additional Skills

- Proficient in the use of graphics art programs, AutoCAD, Microsoft Word, Excel Analysis, and PowerPoint, HC7 Traffic Software (Beginner in Sketchup Pro Architectural Software), Typing Speed: 50 words per minute, Notary Public, State of Nevada

Profile

Lucia
First Name

D
Middle Initial

Maloney
Last Name

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City

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State

89701

Postal Code

Mobile: (530) 412-3521
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Regional Transportation Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

As a Carson City resident raising a family here in our local community, and a former Carson City Transportation Manager, I'm looking forward to an opportunity to support Carson City through volunteering my time and sharing my experience where relevant and helpful to staff, other RTC commissioners, and the public.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:**Conflict of Interest**

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Master of Science Degree in Community and Regional Planning, University of Texas at Austin; Bachelor of Arts Degree in Legal Studies, University of California, Berkeley

Major Subject:

Community and Regional Planning/Legal Studies

Degree Conferred:

MS/BA

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I bring 19 years of professional transportation experience in the public, private, and non-profit sectors, including three years as Carson City's transportation manager (2017-2021). I currently serve as Director of Transportation Market Research at Resource Systems Group (RSG), an international research and analytics firm specializing in transportation, noise, and energy sector consulting for public and private sector clients. I was born and raised in the region, with family here Carson City. I'm now raising a family of my own and am looking for an opportunity to volunteer and give back. My knowledge of existing Carson City/CAMPO transportation policies, procedures, and programs is unmatched. I understand the region's challenges and opportunities and I look forward to building upon existing working relationships with members of the public, other commissioners and Supervisors, and staff, to efficiently plan and preserve safe and effective transportation systems in Carson City and the surrounding metropolitan area.

List the community organizations in which you have participated and describe participation:

National Academies of Sciences, Engineering, & Medicine: Transportation Research Board (TRB). Transit Cooperative Research Program (TCRP A-47): Transit Capacity and Quality of Service Manual, 4th Edition (Panel Member), 2022-ongoing. Selected as one of seventeen national experts on transit capacity and quality of service, revising the national best practices manual on the topic. Will bring lessons learned and advanced knowledge of industry best practices advancements to Jump Around Carson, as appropriate, to this role on RTC. Tahoe Transportation District, Board of Directors (Member and Vice Chair), 2017-2021. Representing Carson City while in my tenure as Carson City's Transportation Manager, I was appointed by the TTD Board of Directors to serve as the youngest ever Vice Chair in April 2018, and was re-appointed in July 2020 for a second, 2-year term. In this role, I championed transparent and effective board governance and initiated development of a Governance working group in 2019, which led to the formation of a Governance Committee in Summer 2020. My role on the board strengthened interagency relationships and resulted in an amendment to the region's Interagency Cooperative Agreement to streamline coordination between Jump Around Carson and TTD transit operation staff. Nevada Advisory Committee on Traffic Safety (Voting Member), 2018-2021. Coordinated with Nevada Department of Transportation and statewide stakeholders to expand voting authority and establish bylaws to include CAMPO as a voting member under its authority within Nevada Revised Statutes (NRS) Section 408. NVACTS is the only committee authorized by NRS to advise the Governor and Legislative Council Bureau on evidence-based best practices, contributing factors, policies, or any other matter related to traffic safety within the state of Nevada. In this role, I broadened Carson City/CAMPO's voice within the state, to ensure our citizens and elected officials were heard and considered in decisions and policies under consideration. Washoe County Design Review Committee (Principal Planner), 2015-2021. I volunteered to sit on Washoe County's Design Review Committee, where, alongside colleagues from a variety of applications and specialties, we reviewed community development applications for projects throughout Washoe County that had been referred to our committee by Washoe County's Planning Commission. In addition to providing valuable experience working with interdisciplinary professionals on a decision-making review committee, I broadened my regional professional network. Should I be appointed to RTC, I will bring those lessons learned and existing relationships as resources to help our community develop solutions to our most challenging transportation questions.

List your affiliation with professional or technical societies: *if required for the position.

American Public Works Association, Nevada Chapter Executive Board (Director), Jan 2021-June 2022. Supported state leadership of the APWA Nevada Chapter activities. This role helped to improve my knowledge and understanding of public works disciplines outside of transportation. If appointed to RTC, I will bring this knowledge to help identify opportunities for capital project bundling and cost sharing, to further stretch our limited local tax dollars.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Lucia Diane Maloney, PMP

Mrs. Lucia Maloney, PMP, is a strategic leader with over nineteen years combined experience in the local/regional government, private, and non-profit sectors. Lucia's approach to projects is one of innovative, data-driven decision-making guided with a collaborative, hands-on, and results-driven management style. The ability to navigate and find success in our transformative and political environment can prove challenging. Lucia understands this landscape, thrives in it, and has demonstrated an innate ability to *get to yes*.

Professional Experience

Resource Systems Group (RSG) – Carson City, NV (Remote)
Director, Transportation Market Research;
October 2021 – Present

Tahoe Transportation District, Board of Directors
Vice Chair; December 2017 – June 2021
Chair, Budget and Finance Committee

Carson City, Nevada, Department of Public Works
Transportation Manager; July 2017 – October 2021
Director, Carson Area Metropolitan Planning
Organization; July 2017 – October 2021

League to Save Lake Tahoe – Lake Tahoe, California
Senior Policy Analyst; May 2017 – June 2017

Tahoe Regional Planning Agency – Stateline, Nevada
Senior Planner; September 2014 – April 2017

Alliance Transportation Group, LLC – Austin, Texas
Transportation Planner; May 2013 – August 2014

NuStats, LLC – Austin, Texas
Senior Project Manager; 2007 – 2013

Gordon Commercial Real Estate – Berkeley, California
Commercial Lease Department,
Database Implementation Lead; 2007

Western States Industrial Technologies – Kings Beach, CA
Sales Associate; 2003 – 2006

Education

M.S. Community and Regional Planning
University of Texas at Austin – 2009
Certificate of Specialization: Environmental Planning

B.A. Legal Studies
University of California, Berkeley – 2007
Minor: City Planning

Community Service and Engagement

Director, American Public Works Association,
Nevada Chapter Executive Board;
January 2021 – June 2022

Voting Member, Nevada Advisory Committee on Traffic Safety;
August 2018 – October 2021

Principal Planner, Washoe County Design Review Committee;
October 2015 – May 2021

Transportation Research Board (TRB):
Travel Survey Methods (ABJ40) Committee Member
2012 – 2014

Awards

Eastern Sierra Trails Coalition – 2019: For demonstrated successful efforts to support the trail community in planning, trail protection, trail development, maintenance, and interest in the sustainability of long-term trails programs in the Sierra Front.

Certifications

Project Management Professional (PMP) No. 1675564
Human Subjects Research IRB Cert. #45923318

Presentations (Select)

Maloney, L. Use of State-of-the-Art Travel Survey Methods for Small- to Medium-Sized Regions. Presentation at the 17th National Tools of the Trade Conference, Boise, Idaho, August 2022.

Maloney, L., Foster, D., and Salanoa, J. Transforming Communities with Complete Streets. Presentation at the 2019 Transportation, Trails, and Tourism Summit, Lake Tahoe, Nevada, November 2019.

Maloney, L. Address-Based Sampling for Household Travel Surveys. Presentation at the Transportation Research Board (TRB) 93rd Annual Meeting, Washington D.C., January 2014.

Governance

Tahoe Transportation District, Board of Directors | Lake Tahoe | 2017-2021

Member & Vice Chair – Respected by her colleagues, Lucia was appointed to serve as youngest ever Vice Chair of the Board of Directors in April 2018. She was re-appointed in July 2020 for a second, 2-year term. In this role, she championed transparent and effective board governance and initiated development of a Governance working group in 2019, which led to the formation of a Governance Committee in Summer 2020.

Notable Accomplishments and Project Experience (Select)

Resource Systems Group, LLC (RSG) | Carson City, Nevada / White River Junction, Vermont | 2021-2022

Director – As a Director within the Market Research division of RSG, Lucia currently serves as a dynamic leader responsible for daily administration, business development, and consulting practice program management for a diverse portfolio of research projects contracted through state and regional public agencies. Representing RSG with agency stakeholders, Lucia oversees and executes all stages of the consulting project lifecycle, from proposals and contract negotiations, to project design and implementation, to reporting and agency presentations.

Carson City Public Works | Carson City, Nevada | 2017-2021

Transportation Program Manager – Lucia supervised a talented team that was primarily responsible for planning and implementation of capital projects, identifying and pursuing competitive funding opportunities, coordinating rural, western Nevada transit, safe routes to school, and traffic control systems programs. In 2018, Lucia redesigned and implemented the state capital's Curb Rental program, finding careful balance between private property access, economic activity, commercial goods deliveries/loadings, multi-modal safety considerations, and parking demand in the historic downtown and throughout the County. In 2017, Lucia developed a successful \$7.5M US Department of Transportation TIGER grant application for the South Carson St. Complete Streets Project and served as Master of Ceremonies for US Secretary of Transportation, Mrs. Elaine Chao, when she visited the state capital to announce the award in March 2018. Lucia again led development of a successful US Department of Transportation RAISE grant application for the E. William St. Complete Streets Project, awarded for \$9.3M in fall 2021. Through Lucia's leadership, the Carson City Regional Transportation Commission leveraged just \$7,900,000 in limited local funding to secure over \$33,700,000 in competitive state and federal grant funding, for a total of \$41,600,000 in transportation capital projects between 2017 and 2021. (2017-2021).

Director, Carson Area Metropolitan Planning Organization (CAMPO) – CAMPO is governed by an eight-member board with representatives from Carson City, Lyon County, Douglas County, and the Nevada Department of Transportation (NDOT). Funded through an interagency agreement between the partner organizations, CAMPO staff are responsible for development of a balanced set of strategies that guide and prioritize transportation investment, programs, and enhancements across the three-county metropolitan area. Under Lucia's direction, CAMPO invested in a renewed focus on multi-modal transportation planning to achieve improved connectivity, safety, viable non-motorized travel options, and sustainability. In this role, Lucia led development of several successful, competitive grant applications, including a \$1.3M Transportation Alternatives Program (TAP) for rehabilitation of multi-use paths across CAMPO's planning area (2021); \$1.6M TAP for a 1.2-mile extension of the Carson City Freeway Multi-use Path (2019); \$2.4M in Surface Transportation Block Grant (STBG) for rehabilitation and complete streets improvement of Colorado St. (2020); two Federal Transit Administration (FTA) Section 5339(b) Bus and Bus Facilities grant applications for transit rolling stock replacement (2018, 2020), and others. Persuaded by her vision, NDOT staff redirected State Planning and Research funding to support CAMPO in its multi-modal planning initiatives, including \$25,000 for development of the 2019 Jump Around Carson (JAC) Transit Development and Coordinated Human Services Plan and \$650,000 for the Carson Area Transportation System Management Plan (under development, est. completion 2022), both with no local match required of the partner agencies. In 2021, Lucia represented Carson City in conversations with statewide representatives and elected officials to identify funding and solutions to Nevada's most challenging transportation questions, including sustainable statewide Transportation Funding. Through collaboration, partnership building, and clear communication of short- and long-term objectives, Lucia demonstrated an innate ability for strategic planning, grant writing, and engagement to bridge the critical funding gap for CAMPO's transportation planning needs. (2017-2021)

Project Spotlight. Carson City Safe Routes to School Master Plan, Western Nevada Safe Routes to School Program – Developed as a collaboration between Carson City Public Works, Headway Transportation, Alta, and CFA, this plan included short and long-term recommendations to improve walking and bicycling for each of six elementary and middle schools across Nevada's capital city. Lucia served as the project director for the plan, which was approved by the Carson City Regional Transportation Commission in 2020. Described as "the most comprehensive Safe Routes to School Plan" they had ever seen (American Planning Association, Georgia Chapter Peer Reviewers, 2021), the plan received the 2021 Outstanding Plan award at the 2021 APA Nevada Chapter State Conference. (2020)

Director, Jump Around Carson (JAC) Transit – Lucia oversaw JAC Transit's day-to-day operations, including facility management, procurement and management of JAC's contract operator, risk management, vehicle procurement and fleet maintenance, administration of an annual \$2.5M budget, and adherence to applicable state and federal regulations. During her tenure, Lucia focused on streamlining operations and improving customer relations. Lucia oversaw enhancements to JAC's Title VI and DBE programs, implemented a policy to respond to all customer inquiries within 24-hours, and invested in facility safety and security upgrades. Following adoption of JAC's Transit Asset Management Plan in October 2018, she coordinated an assessment of JAC's vehicle fleet that resulted in programmatic changes to improve asset longevity, reduce maintenance costs, streamline and improve winter operations safety, reduce the need for driver air brake certifications (thus lowering overhead expenses), and improve customers' experience. A new rolling stock contract was approved by the Carson City RTC in 2019, which included a shift in the JAC's fleet composition to reduce new vehicle prices by 30%, reduce FTA-mandates for long useful life, increase turnover of vehicle fleet, and to reduce maintenance costs by up to 15%. In 2020 and again in 2021, Lucia developed successful grant applications to the Nevada Aging and Disability Services Division to continue JAC's Senior Bus Pass Program, which provides free year-round transit passes for seniors (age 65+). (2017-2021)

League to Save Lake Tahoe | South Lake Tahoe, California | 2017

Senior Policy Analyst – Lucia was hired to apply her knowledge of regional policymaking and her ability to apply science and technical information in support of the League's goal to reduce climate and lake clarity impacts from the transportation system. As part of the League's Policy Team, Lucia developed policy strategies and priorities surrounding Tahoe's multi-modal transportation system, vehicular emissions, and transportation impacts to Lake Clarity. Lucia represented the League and actively participated in working groups by advocating for League priorities and programs including various agency and community meetings and other decision-making forums. She reviewed relevant planning, technical, environmental assessment, and policy documents, and provided thorough overviews to League leadership alongside recommendations on advocacy actions to achieve organization priorities. Although Lucia's tenure at the League was brief, she was successful in increasing the League's presence in the transportation community by building partnerships and securing opportunities for input on plans and policies to drive environmentally beneficial transportation system outcomes. (2017)

Tahoe Regional Planning Agency | Stateline, Nevada | 2014-2017

Project Spotlight. Placer County Tahoe Basin Area Plan, Tahoe Regional Planning Agency – Placer County initiated its update to the 56 Community Plans and Plan Area Statements within its jurisdiction within the Tahoe Basin in 2012. Lucia was responsible for project management on behalf of TRPA to ensure conformance with the goals and policies of the TRPA Regional Plan. Added to the challenges of the Area Plan itself, Placer County identified a near-term redevelopment project to be included in the plan - the 118-unit mixed-use Tahoe City Lodge - and sought to receive concurrent approvals. To achieve approvals required clear objectives and strategic stakeholder management. Lucia championed a focus on integrated land use and transportation planning within the Plan Area. Through close coordination between the developer and local/regional policymakers, Lucia leveraged varied experiences and insights to achieve policies and mitigation measures described by the League to Save Lake Tahoe as, "a model for all other Area Plans" (S. Eckmeyer, Nov. 2016). The Area Plan and project were approved unanimously by the TRPA Governing Board and by the Placer County Board of Supervisors in December 2016. The Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS) won the Award of Excellence in Comprehensive Planning: Small Jurisdiction by the Sacramento Valley Section of the American Planning Association (APA). (2017)

Profile

Don
First Name

W
Middle Initial

Hataway
Last Name

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Carson City
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State

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Postal Code

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Primary Phone

Home: (775) 882-5455
Alternate Phone

Which Boards would you like to apply for?

Regional Transportation Commission: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

Tes

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Debt Management Commission

Question applies to multiple boards

Term expiration:

2023

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

AA - Kansas City Kansas Junior College BA - University of Kansas MPA - University of Kansas

Major Subject:

AA - Economics BA - Political Science and Personnel Management MPA - Public Administraton

Degree Conferred:

AA, BA, MPA

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

6 years Assistant City Manager 17 years City Manager 15 years State Budget Administration

List the community organizations in which you have participated and describe participation:

Carson City Rotary Club - Various positions including Treasurer Carson City Rotary Foundation - Board Member and Secretary Carson Tahoe Heath System - Hospital Bd Member and System Board Member for 12 years - Currently Carson Tahoe Physicians Board Member, Carson Tahoe Radiation Oncology Board Member and Carson Tahoe Continuing Care Hospital Chair and Board Member

List your affiliation with professional or technical societies: *if required for the position.

None at this time

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

ESTABLISHMENT

NRS 277A.170 Creation by ordinance in certain counties. In any county for all or part of which a streets and highways plan has been adopted as a part of the master plan by the county or regional planning commission pursuant to [NRS 278.150](#), the board may by ordinance create a regional transportation commission.

(Added to NRS by [2009, 839](#))

NRS 277A.180 Composition; selection and terms of representatives.

1. In counties whose population is 100,000 or more, the commission must be composed of representatives selected by the following entities from among their members:

- (a) Two by the board.
- (b) Two by the governing body of the largest city in the county.
- (c) One by the governing body of each additional city in the county.

2. In counties whose population is less than 100,000, the commission must be composed of representatives selected as follows:

- (a) If the county contains three or more cities:
 - (1) Two by the board.
 - (2) One by the governing body of the largest city.
- (b) If the county contains only two cities:
 - (1) Three by the board, at least one of whom is a representative of the public who is a resident of the county.
 - (2) One by the governing body of each city in the county.
- (c) If the county contains only one city:
 - (1) Two by the board.
 - (2) One by the governing body of the city.

- (d) If the county contains no city, the board shall select:
 - (1) Two members of the board; and
 - (2) One representative of the public, who is a resident of the largest town, if any, in the county.

3. In Carson City, the commission must be composed of representatives selected by the Board of Supervisors as follows:

- (a) Two members of the Board of Supervisors, one of whom must be designated by the commission to serve as chair of the commission.
- (b) Three representatives of the city at large.

4. The first representatives must be selected within 30 days after passage of the ordinance creating the commission, and, except as otherwise provided in subsections 5, 6 and 7, must serve until the next ensuing December 31 of an even-numbered year. The representative of any city incorporated after passage of the ordinance must be selected within 30 days after the first meeting of the governing body, and, except as otherwise provided in subsection 7, must serve until the next ensuing December 31 of an even-numbered year. Their successors must serve for terms of 2 years, and vacancies must be filled for the unexpired term.

5. In Carson City:

(a) One representative of the commission who is a member of the Board of Supervisors and one representative of the commission who is a representative of the city at large must serve until the next ensuing December 31 of an even-numbered year; and

(b) One representative of the commission who is a member of the Board of Supervisors and two representatives of the commission who are representatives of the city at large must serve until the next ensuing December 31 of an odd-numbered year.

6. In counties whose population is 100,000 or more, but less than 700,000:

(a) One representative selected by the board and one representative selected by the governing body of the largest city in the county must serve until the next ensuing December 31 of an even-numbered year; and

(b) One representative selected by the board and one representative selected by the governing body of the largest city in the county must serve until the next ensuing December 31 of an odd-numbered year.

7. In counties whose population is 700,000 or more, the first representatives and the representative of any city incorporated after passage of the ordinance must serve until the next ensuing June 30 of an odd-numbered year.

(Added to NRS by [2009, 839](#); A [2011, 1172](#))

POWERS AND DUTIES

NRS 277A.200 Organization and meetings. The commission shall provide for its organization and meetings.

(Added to NRS by [2009, 840](#))

NRS 277A.210 Capacity to sue and be sued; budgets; bylaws and rules; plans for transportation; insurance against loss. A commission may:

1. Sue and be sued.
2. Prepare and approve budgets for the regional street and highway fund, the public transit fund and money it receives from any source.
3. Adopt bylaws for the administration of its affairs and rules for the administration and operation of facilities under its control.
4. Conduct studies, develop plans and conduct public hearings to establish and approve short-range and regional plans for transportation.
5. Purchase insurance or establish a reserve or fund for self-insurance, or adopt any combination of these, to insure against loss by reason of:
 - (a) Damages resulting from fire, theft, accident or other casualty; or
 - (b) The commission's liability for other damages to persons or property which occur in the construction or operation of facilities or equipment under its control or in the conduct of its activities.

(Added to NRS by [2009, 841](#))

NRS 277A.220 Designation and duties as metropolitan planning organization.

1. A commission may be designated as a metropolitan planning organization pursuant to 23 U.S.C. § 134 and 49 U.S.C. § 5303.

2. If a commission is designated as a metropolitan planning organization, the commission shall carry out the duties prescribed by federal law for a metropolitan planning organization in addition to any other duties required by specific statute.

(Added to NRS by [2009, 840](#))

NRS 277A.230 Powers regarding federal money and projects and public hearings; compliance with federal law.

1. In any county in which a commission has been created by ordinance, the commission may:
 - (a) Receive and disburse federal funds;
 - (b) Submit project applications and programs of projects to federal agencies;
 - (c) Enter into formal agreements concerning projects with federal agencies; and
 - (d) Conduct public hearings and certify that such hearings were conducted.
2. If a commission receives federal funds for any project, the commission shall comply with any applicable federal law in relation to providing goods or services related to such project.

(Added to NRS by [2009, 840](#))

NRS 277A.240 Creation of fund to match federal money; creation of fund for Complete Streets Program; acceptance of gifts and donations for Complete Streets Fund. The commission:

1. Except as otherwise provided in subsection 2, may establish a fund consisting of contributions from private sources, the State or the county and cities and towns within the jurisdiction of the commission for the purpose of matching federal money from any federal source.

2. Shall establish a fund consisting of distributions from the Department of Motor Vehicles pursuant to paragraph (a) of subsection 1 of [NRS 482.1825](#), to be known as the Complete Streets Fund, for the purpose of:
 - (a) Executing projects as a part of a Complete Streets Program pursuant to [NRS 277A.285](#); and
 - (b) Matching federal money from any federal source for the execution of projects as a part of a Complete Streets Program pursuant to [NRS 277A.285](#).
3. May accept gifts and donations for deposit in the Complete Streets Fund.

(Added to NRS by [2009, 840](#); A [2013, 2818](#))

NRS 277A.250 Powers regarding property, eminent domain and adoption of regulations. A commission may:

1. Acquire and own both real and personal property.
2. Exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves, for the acquisition, construction, repair or maintenance of public roads, or for any other purpose related to public mass transportation.
3. Sell, lease or convey or otherwise dispose of rights, interests or properties.
4. Adopt regulations for:
 - (a) Financing eligible activities; and
 - (b) The operation of systems or services provided by the commission.

(Added to NRS by [2009, 840](#))

NRS 277A.260 Security in operations; employment of personnel; establishment of fines. A commission may:

1. Provide for and maintain such security in operations as is necessary for the protection of persons and property under its jurisdiction and control.
2. Employ professional, technical, clerical and other personnel necessary to carry out the provisions of this chapter.
3. Establish a fine for a passenger who refuses to pay or otherwise fails to pay the proper fare to ride on the public transit system established and operated by the commission. If the commission establishes such a fine, the commission may establish procedures that provide for the issuance and collection of the fine.

(Added to NRS by [2009, 841](#))

NRS 277A.265 Creation, maintenance or display of comprehensive model or map of physical location of facilities of public utility, public water system or video service provider prohibited.

1. A commission shall not create, maintain or display a comprehensive model or map of the physical location of all or a substantial portion of the facilities of a public utility, public water system or video service provider.
2. The provisions of subsection 1 do not limit the authority of a commission to require a public utility, public water system or video service provider to provide information about the physical location of the facilities of the public utility, public water system or video service provider for the purpose of facilitating a project.
3. As used in this section:
 - (a) "Public utility" has the meaning ascribed to it in [NRS 704.020](#).
 - (b) "Public water system" has the meaning ascribed to it in [NRS 445A.235](#).
 - (c) "Video service provider" has the meaning ascribed to it in [NRS 711.151](#).

(Added to NRS by [2015, 3663](#))

NRS 277A.270 Exclusive operation of system of public transportation; use of public rights-of-way and property of commission; entry into contracts and other agreements; powers and duties inapplicable to certain monorails.

1. A commission may:
 - (a) Operate a system of public transportation to the exclusion of any other publicly owned system of transportation within its area of jurisdiction.
 - (b) Use streets, roads, highways and other public rights-of-way for public transportation.

(c) Enter into agreements for the joint use of facilities, installations and properties and the joint exercise of statutory powers.

(d) Prohibit the use of any facility, installation or property owned, operated or leased by the commission, including, without limitation, a transit stop or bus turnout, by any person other than the commission or its agents.

(e) Enter into contracts, leases and agreements with and accept grants and loans from federal and state agencies, counties, cities, towns, other political subdivisions, public or private corporations and other persons, and may perform all acts necessary for the full exercise of the powers vested in the commission.

2. The powers and duties of a commission set forth in this chapter do not apply to any monorail for which a franchise has been granted pursuant to [NRS 705.695](#) or an agreement has been entered into pursuant to [NRS 705.695](#).

3. As used in this section, "bus turnout" means a fixed area that is:

(a) Adjacent or appurtenant to, or within a reasonable proximity of, a public highway; and

(b) To be occupied exclusively by buses in receiving or discharging passengers.

(Added to NRS by [2009, 841](#))

NRS 277A.280 Authority of commission and certain counties and cities to establish or operate public transit system; utilization of turnkey procurement for and development of fixed guideway project; utilization of competitive negotiation procurement process.

1. A commission, a county whose population is less than 100,000 or a city within such a county may establish or operate a public transit system consisting of:

(a) Regular routes and fixed schedules to serve the public;

(b) Nonemergency medical transportation of persons to facilitate their participation in jobs and day training services as defined in [NRS 435.176](#), if the transportation is available upon request and without regard to regular routes or fixed schedules;

(c) Nonmedical transportation of persons with disabilities without regard to regular routes or fixed schedules; or

(d) In a county whose population is less than 100,000 or a city within such a county, nonmedical transportation of persons if the transportation is available by reservation 1 day in advance of the transportation and without regard to regular routes or fixed schedules.

2. A commission may lease vehicles to or from or enter into other contracts with a private operator for the provision of such a system.

3. In a county whose population is less than 700,000, such a system may also provide service which includes:

(a) Minor deviations from the regular routes and fixed schedules required by paragraph (a) of subsection 1 on a recurring basis to serve the public transportation needs of passengers. The deviations must not exceed one-half mile from the regular routes.

(b) The transporting of persons other than those specified in paragraph (b), (c) or (d) of subsection 1 upon request without regard to regular routes or fixed schedules, if the service is provided by a common motor carrier which has a certificate of public convenience and necessity issued by the Nevada Transportation Authority pursuant to [NRS 706.386](#) to [706.411](#), inclusive, and the service is subject to the rules and regulations adopted by the Nevada Transportation Authority for a fully regulated carrier.

4. Notwithstanding the provisions of [chapter 332](#) of NRS or [NRS 625.530](#), a commission may utilize a turnkey procurement process to select a person to design, build, operate and maintain, or any combination thereof, a fixed guideway system, including, without limitation, any minimum operable segment thereof. The commission shall determine whether to utilize turnkey procurement for a fixed guideway project before the completion of the preliminary engineering phase of the project. In making that determination, the commission shall evaluate whether turnkey procurement is the most cost-effective method of constructing the project on schedule and in satisfaction of its transportation objectives.

5. Notwithstanding the provisions of [chapter 332](#) of NRS, a commission may utilize a competitive negotiation procurement process to procure rolling stock for a fixed guideway project, rolling stock for a public

transit system, facilities and any other equipment that is related to public transportation. The award of a contract under such a process must be made to the person whose proposal is determined to be the most advantageous to the commission, based on price and other factors specified in the procurement documents.

6. If a commission develops a fixed guideway project, the Department of Transportation is hereby designated to serve as the oversight agency to ensure compliance with the federal safety regulations for rail fixed guideway systems set forth in 49 C.F.R. Part 659.

7. As used in this section:

(a) "Fully regulated carrier" means a common carrier or contract carrier of passengers or household goods who is required to obtain from the Nevada Transportation Authority a certificate of public convenience and necessity or a contract carrier's permit and whose rates, routes and services are subject to regulation by the Nevada Transportation Authority.

(b) "Minimum operable segment" means the shortest portion of a fixed guideway system that is technically capable of providing viable public transportation between two end points.

(c) "Turnkey procurement" means a competitive procurement process by which a person is selected by a commission, based on evaluation criteria established by the commission, to design, build, operate and maintain, or any combination thereof, a fixed guideway system, or a portion thereof, in accordance with performance criteria and technical specifications established by the commission.

(Added to NRS by [2009, 842](#); A [2009, 2239](#); [2011, 1173](#))

NRS 277A.283 Powers regarding provision of freight rail service in relation to certain qualified projects approved by Office of Economic Development. [Effective through June 30, 2032.]

1. In a county in which a qualified project is located, the commission may acquire, construct, improve, maintain and operate or contract for the construction or operation of a project to provide freight rail service in relation to the qualified project.

2. To carry out a project described in subsection 1, the commission may:

(a) Enter into agreements with an agency of any state or political subdivision thereof, or the Federal Government;

(b) Receive and disburse funds from an agency of this State or any other source;

(c) In addition to the agreements authorized by paragraph (a), enter into rail access agreements, construction contracts, maintenance agreements and other similar agreements with any person authorizing or regulating use, operation, construction and maintenance of the freight rail service, including, without limitation, any arrangements for payment of fees or costs related to such use, operation and maintenance;

(d) Acquire real and personal property by purchase, lease, easement or other means appropriate to a freight rail service; and

(e) Adopt regulations governing the use, operation and maintenance of the freight rail service.

3. As used in this section, "qualified project" has the meaning ascribed to it in [NRS 360.888](#) or [360.940](#).

(Added to NRS by [2015, 29th Special Session, 41](#))

NRS 277A.283 Powers regarding provision of freight rail service in relation to certain qualified projects approved by Office of Economic Development. [Effective July 1, 2032, through June 30, 2036.]

1. In a county in which a qualified project is located, the commission may acquire, construct, improve, maintain and operate or contract for the construction or operation of a project to provide freight rail service in relation to the qualified project.

2. To carry out a project described in subsection 1, the commission may:

(a) Enter into agreements with an agency of any state or political subdivision thereof, or the Federal Government;

(b) Receive and disburse funds from an agency of this State or any other source;

(c) In addition to the agreements authorized by paragraph (a), enter into rail access agreements, construction contracts, maintenance agreements and other similar agreements with any person authorizing or regulating use, operation, construction and maintenance of the freight rail service, including, without limitation, any arrangements for payment of fees or costs related to such use, operation and maintenance;

- (d) Acquire real and personal property by purchase, lease, easement or other means appropriate to a freight rail service; and
- (e) Adopt regulations governing the use, operation and maintenance of the freight rail service.

3. As used in this section, “qualified project” has the meaning ascribed to it in [NRS 360.940](#) or the former provisions of [NRS 360.888](#) as those provisions existed on June 30, 2032.

(Added to NRS by [2015, 29th Special Session, 41](#), effective July 1, 2032)

NRS 277A.283 Powers regarding provision of freight rail service in relation to certain qualified projects approved by Office of Economic Development. [Effective July 1, 2036.]

- 1. In a county in which a qualified project is located, the commission may acquire, construct, improve, maintain and operate or contract for the construction or operation of a project to provide freight rail service in relation to the qualified project.
- 2. To carry out a project described in subsection 1, the commission may:
 - (a) Enter into agreements with an agency of any state or political subdivision thereof, or the Federal Government;
 - (b) Receive and disburse funds from an agency of this State or any other source;
 - (c) In addition to the agreements authorized by paragraph (a), enter into rail access agreements, construction contracts, maintenance agreements and other similar agreements with any person authorizing or regulating use, operation, construction and maintenance of the freight rail service, including, without limitation, any arrangements for payment of fees or costs related to such use, operation and maintenance;
 - (d) Acquire real and personal property by purchase, lease, easement or other means appropriate to a freight rail service; and
 - (e) Adopt regulations governing the use, operation and maintenance of the freight rail service.
- 3. As used in this section, “qualified project” has the meaning ascribed to it in the former provisions of [NRS 360.888](#) as those provisions existed on June 30, 2032, or the former provisions of [NRS 360.940](#) as those provisions existed on June 30, 2036.

(Added to NRS by [2015, 29th Special Session, 41](#), effective July 1, 2036)

NRS 277A.285 Powers regarding Complete Streets Program.

- 1. A commission may adopt a policy for a Complete Streets Program and may plan and carry out projects as a part of a Complete Streets Program.
- 2. Any money received by a commission pursuant to paragraph (a) of subsection 1 of [NRS 482.1825](#) must be used solely for the execution of projects as a part of a Complete Streets Program.
- 3. A commission must not cause or allow any portion of the Complete Streets Fund created pursuant to [NRS 277A.240](#) to be used for a purpose other than those set forth in this section.
- 4. As used in this section, “Complete Streets Program” means a program for the retrofitting of streets or highways that are under the jurisdiction of the commission for the primary purpose of adding or significantly repairing facilities which provide street or highway access considering all users, including, without limitation, pedestrians, bicycle riders, persons with a disability, persons who use public transportation and motorists. The term includes the operation of a public transit system as part of a Complete Streets Program, but the term does not include the purchase of vehicles or other hardware for a public transit system.

(Added to NRS by [2013, 2818](#))

NRS 277A.290 Powers regarding parking facilities or parking spaces for general public and public employees.

- 1. A commission may construct, convert, improve, equip and maintain parking facilities or parking spaces for use by the general public and public employees. Such facilities or spaces must be owned and operated by the commission or its agents.
- 2. The commission may fix and charge reasonable fees for the use of any such parking facilities or spaces.
- 3. The commission may enter into a contract, lease or other arrangement to provide exclusive parking in designated spaces at any parking facility owned, leased or operated by the commission.

(Added to NRS by [2009, 844](#))

NRS 277A.300 Electrical and communication systems and related infrastructure: Construction, modification, operation and maintenance; repairing of damage.

1. Subject to the provisions of subsections 2, 4 and 5, the commission may construct, modify, operate and maintain electrical and communication systems, including, without limitation, traffic signalization or messaging systems, and related infrastructure that are necessary to carry out the commission's duties set forth in this chapter within any public easement or right-of-way, including, without limitation, a public easement or right-of-way dedicated or restricted for use by any utility, if:

(a) The public easement or right-of-way is adjacent or appurtenant to or within a reasonable proximity of any public highway; and

(b) The electrical and communication systems and related infrastructure may be located safely within the public easement or right-of-way without damaging the facilities of other persons who are authorized to place their facilities within the public easement or right-of-way.

2. If the commission and the governmental entity that owns or controls a public easement or right-of-way execute an interlocal or cooperative agreement that authorizes the construction, installation, maintenance and use of the electrical and communication systems and related infrastructure within the public easement or right-of-way, the commission or any person authorized by the commission may construct or install any electrical and communication systems and related infrastructure within the public easement or right-of-way.

3. If the commission or any person authorized by the commission intends to construct or install any electrical or communication systems or related infrastructure within any public easement that is located within the common area or common elements of a common-interest community governed by an association, the commission shall:

(a) Provide the governing body of the association with written notice of the intent to construct or install the electrical or communication systems or related infrastructure within the public easement at least 30 days before such construction or installation begins; and

(b) Coordinate, to the extent practicable, with the governing body of the association to determine an appropriate location for the electrical or communication systems or related infrastructure within the public easement.

4. The commission may require any person who causes damage to an electrical or communication system or related infrastructure to:

(a) Reimburse the commission for the cost of repairing the damage to the electrical or communication system or related infrastructure; or

(b) Repair the damage to the electrical or communication system or related infrastructure to the satisfaction of the commission.

5. A commission that modifies, operates and maintains electrical and communication systems pursuant to this section is not a public utility and nothing in this section authorizes a commission to construct or maintain any telecommunications system, including, without limitation, a tower, pole or similar structure used to provide telecommunications services.

(Added to NRS by [2009, 845](#))

NRS 277A.310 Placement of street banners: Authority of commission; restrictions; fees.

1. A commission may authorize street banners to be placed within the jurisdiction of the commission:

(a) Along any public highway.

(b) Except as otherwise provided in subsections 2 and 3, on a facility owned or leased by the commission, the county or any participating city, or within any public easement or right-of-way, including, without limitation, a public easement or right-of-way dedicated or restricted for use by any utility, if:

(1) The facility, public easement or right-of-way is adjacent or appurtenant to or within a reasonable proximity of any public highway; and

(2) The street banners may be located safely on the facility or within the public easement or right-of-way without damaging the facilities of other persons who are authorized to place their facilities within the public easement or right-of-way.

2. If the commission and the governmental entity that owns or controls a facility, public easement or right-of-way execute an interlocal or cooperative agreement that authorizes the placement of street banners, the commission may place street banners on the facility or within the public easement or right-of-way.

3. If the commission or any person authorized by the commission intends to place any street banner within any public easement that is located within the common area or common elements of a common-interest community governed by an association, the commission shall:

(a) Provide the governing body of the association with written notice of the intent to place the street banner within the public easement at least 30 days before such placement; and

(b) Coordinate, to the extent practicable, with the governing body of the association to determine an appropriate location for the street banner within the public easement.

4. A commission may charge a fee to place a street banner. Any such fee collected by the commission must be paid to the governmental entity that owns or controls the facility, public easement or right-of-way where the street banner is placed. The governmental entity shall pay to the commission an administrative fee in an amount set forth in the agreement required pursuant to subsection 2. Any administrative fee paid to the commission pursuant to this subsection must be used by the commission to fund road improvement and maintenance.

(Added to NRS by [2009, 842](#))

From: [Chas Macquarie](#)
To: [Rachael Evanson](#)
Subject: Resignation from the RTC
Date: Monday, November 21, 2022 11:54:25 AM

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Hello Rachael,

This is my formal resignation from the Carson City Regional Transportation Commission. I have enjoyed my five years on the Commission, but family circumstances mean that I must resign, effective November 21, 2022.

Sincerely,

--

Chas Macquarie
775-720-6847
"Respect science, respect nature, respect each other" Hal Harvey



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of three members to the Carson City Open Space Advisory Committee, one for a partial term that expires in January 2024 and the other two for full terms that expire in January 2027. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City Municipal Code ("CCMC") 13.06.040 provides for the Board of Supervisors to appoint to the Open Space Advisory Committee seven members who serve staggered four-year terms. There is one vacancy due to a resignation and two vacancies due to expiration of terms. A reappointment request was submitted by Mary Berge. New applications were received from Beth Harrison, Richard Nagel, Robert Buttner, Samuel Mozingo, Jay Wiggins, Laura Chavez, Jeff Rauh and Traci Nelson.

Agenda Action: Formal Action / Motion **Time Requested:** 2.25 hours

Proposed Motion

I move to appoint _____ for a partial term that expires in January 2024 and to appoint _____ & _____ for a full term that expires in January 2027.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Chapter 13.06

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Reopen the positions for additional applicants.

Attachments:

[Open_Space_Packet normal 1.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Carson City, NV

Open Space Advisory Committee

Board Details

Reporting to the Board of Supervisors, the Open Space Advisory Committee will develop, oversee, and support the Open Space Program by working in concert with staff and the public to acquire, interpret, preserve, and enhance natural landscape, agriculture and cultural resources while balancing the needs of the public's opportunities for passive reaction.

Overview

 **Size** 7 Seats

 **Term Length** 4 Years

 **Term Limit** 3 Terms

Additional

Meetings

•5:30 p.m. •Meets on the third Monday of every other month •Community Center, Robert "Bob" Crowell Board Room
851 East William Street

Powers & Duties

To promote the quality of life for citizens of Carson City through the preservation and protection of the quality of the natural environment. To identify and prioritize for the city potential open space acquisitions and make recommendations. To obtain and consider public input before making recommendations to the Board of Supervisors.

Additional Information

[Chapter 13.06 OPEN SPACE.pdf](#)



Carson City, NV

Open Space Advisory Committee

Board Roster



Mary K Berge

Partial Term May 06, 2021 - Jan 01, 2023



Robert Ghiglieri

Partial Term May 06, 2021 - Jan 01, 2024



Donna N Inversin

4th Term Feb 01, 2017 - Jan 01, 2025

Office/Role Vice Chair



Mark Kimbrough

1st Term Jan 07, 2021 - Jan 01, 2025



Susan Martinovich

1st Term Jan 07, 2021 - Jan 01, 2025



Alan Welch

2nd Term Jan 17, 2019 - Jan 01, 2023

Office/Role Chair



Vacancy

Profile

Mary
First Name

K
Middle Initial

Berge
Last Name

mberge765@gmail.com
Email Address

177 Pasture Drive
Street Address

Suite or Apt

Carson City
City

NV
State

89701
Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have lived in Carson City since 1978. At that time trails were few and far between. As our outdoor culture as developed I become more and more excited about where we are now, and where we will be going in the future! The biking, hiking, horseback, riding and floating possibilities here are phenomenal. I thank the City, Open Space Committee, Musclepower and everyone who has brought us this far. I would love to be apart of the next chapter that will continue to promote our home as a vibrant and healthy community. That is why I'm applying for the vacancy on the Open Space Committee.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Open Space

Question applies to multiple boards

Term expiration:

Jan 1, 2023

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Univ Nevada Reno BA(Go Wolfpack!) Sierra Nevada College Teacher Credential Lesley

University MA Education **Major Subject:** General Studies, History, Education

Degree Conferred:UNR BA General Studies

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Dedicated, Active in many outdoor activities , Team builder, Problem solver

Want to be involved in making Carson City the gold standard or open space/parks

List the community organizations in which you have participated and describe participation:

Musclepowered - member, CC Search and Rescue -past member, Nevada State Parks mtn bike patrol (past member) and numerous trail building projects, First Presbyterian Church - Angel Tree prison ministries, Samaritans Purse, Dream Center Christmas food collection, NOTS (Night Off The Streets) past volunteer

List your affiliation with professional or technical societies: *if required for the position.

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Profile

Beth
First Name

A
Middle Initial

Harrison
Last Name

beffybwooga@gmail.com
Email Address

1221 Cedar Street
Street Address

Suite or Apt

Carson City
City

NV
State

89701
Postal Code

Mobile: (775) 530-2121
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I love this town and all the outdoor recreation that it offers. I would like to offer input from the perspective of a citizen raising a family here.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:**Conflict of Interest**

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Carson High School Western Nevada College

Major Subject:

General studies

Degree Conferred:

High School Diploma

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I am a user of our open space. I have been coaching for Senators Cycling for seven years and understand the physical and mental benefits to youth and adults of recreating outdoors.

List the community organizations in which you have participated and describe participation:

Muscle Powered. Former board member and current technical advisor. Involved with trail building, leading mountain bike rides and volunteering for trash mobs and trail cleanup. Senators Cycling. Level three coach. Coaching middle school and high school athletes in mountain biking. Teaching athletes respect for trails and other users, the benefits of physical activity, and to be positive ambassadors of the sport. Ron Wood Family Resource Center. Former volunteer for WIC and the Food Bank.

List your affiliation with professional or technical societies: *if required for the position.

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Beth Harrison

OBJECTIVE

To secure a position in a field that promotes mental and physical well being through outdoor experiences.

EXPERIENCE

CUSTOMER SERVICE, SHOE TREE BREWING COMPANY; CARSON CITY,NV 2017-PRESENT
I create a comfortable environment and promote products while building relationships with customers.

LEVEL 3 COACH, NEVADA INTERSCHOLASTIC CYCLING ASSOCIATION; CARSON CITY,NV 2016-PRESENT

I provide a safe environment to learn, develop and implement the skills needed to enjoy the sport of mountain biking to youth, grades 6-12.

MTB RIDE LEADER, MUSCLE POWERED; CARSON CITY,NV 2018-PRESENT

I lead a weekly ladies mountain bike ride. I encourage women to get involved and gain confidence while safely exploring the sport of mountain biking.

EDUCATION

Carson High School

Western Nevada College

SKILLS

Wilderness first aid certification

CPR certification

1221 CEDAR STREET CARSON CITY,NV 89701
BEFFYBWOOGA@GMAIL.COM

Profile

Richard
First Name

Middle Initial

Nagel
Last Name

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State

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Postal Code

Mobile: (775) 434-9231
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

We live in a beautiful city, surrounded by great riches of our natural environment. As a resident of Carson City, I would like to part of this committee that recommends ways to preserve our quality of life through a shared vision of our community.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:**Conflict of Interest**

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Merritt College, Oakland California

Major Subject:

Nutrition

Degree Conferred:

Unfinished

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I am an avid outdoors person and cyclist. I use a wide variety of trails and paths in Carson City on a consistent basis. We have a cherished resource in our open spaces which I would like to preserve and hand down for future generations to enjoy. In the past I have led fund raising efforts for food banks. For three years in a row, I planned and delivered the food services for the Boys and Girls Clubs of San Diego CA. fund raisers. So I am very comfortable with community outreach. I like to solve challenges in accomplishing goals and objectives of my team.

List the community organizations in which you have participated and describe participation:

Volunteer Sheriff- customer service. Volunteer at Green House Garden Project - Managed data base Poll Worker 2022 primary and general election Graduate of Carson City's Citizen Academy, sponsored by the Carson City Sheriffs department. Participated in School board, Board of supervisors and planning commission meetings.

List your affiliation with professional or technical societies: *if required for the position.

None

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

RICHARD NAGEL

415.954.2213

<http://www.linkedin.com/in/nagel/>

richardsnagel@gmail.com

EXECUTIVE CHEF, CHEF OWNER

Results oriented leader with over 30 years of culinary & operations expertise with an exceptional track record of leadership in prestigious hotels, residential and healthcare facilities. Pro-active individual who mentors teams using proven expertise in the following areas: culinary innovation, procurement, safe food handling or storage, sanitation, budget management, guest satisfaction, and team building.

- **Key strengths include:**
 - Hire, train, develop union and company staff for food services and kitchen production
 - Creating quality dining experience for Guests, residents, patients and retail operations
 - Plan and execute menus for scheduled meals, Chef demos, on/off site catering events
 - Standardize recipe production, inventory rotation, purchasing, and budget controls
 - Client and employee satisfaction using active listening and problem solving
 - Provide HACCP, culinary techniques and in-service training for staff
 - Team building, scheduling, performance management of all kitchen and serving staff
- **Experience at leading companies** in the food service industry including:
 - Upscale hotel and restaurant catering, upscale retirement residential living, hospital and acute care unit food services
 - US and International culinary experience
- **Certifications**
 - Sous Chef Training Program, Sheraton, San Diego, CA
 - Mediterranean Cooking, Culinary Institute of America, Napa Valley, CA
 - ServSafe Certification, American National Standards Institute
 - Completed 5 college level nutrition classes (Nutrition, Nutrition & Disease, Sanitation & Safety, Food Production Systems, Supervision & Training), Merit College, Oakland, CA
 - Management, Mesa College, San Diego, CA
- **Recognition**
 - TV's Good Morning America for creating a line of desserts for diabetic patients
 - Employee of the Month Sharp Chula Vista Medical Center
- **Relocated to Carson City, Nevada, October 2017**

PROFESSIONAL EXPERIENCE in Nevada

Veterans Health Administration, Reno, NV | June 2018 - Present
Culinary Instructor, Cook

Prepare hot and cold food for our veterans, while following HACCP food safety standards. Check each meal tray assembled to ensure that it follows clinical guidelines for that patient. Originate recipes to create nutritious complete meals. Instruct veterans to be self-sufficient at home by teaching them simple culinary meal options for low sodium and low fat diets.

The Greenhouse Project, Carson City, NV | 2018 - 2018
Administrative Assistant Volunteer

Federal Emergency Management Agency (FEMA), Carson City, NV | 2017 - 2017
Disaster Assistance Post Presidential-declared disaster throughout US and Territories
Customer Service Representative

PROFESSIONAL EXPERIENCE IN CALIFORNIA**ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL**, San Francisco, CA | 2016-2017

Operated by the City and County of San Francisco, it is recognized as one of the nation's top trauma hospital, servicing 100,000 patients each year with inpatient, outpatient, emergency, diagnostic and psychiatry services

Food Services Supervisor

Plan, supervise, direct and train staff in the preparation, service and food storage. Requisition and inventory foods; plan work schedules to maintain adequate coverage for all shifts and position types; monitor quality control of foods prepared for consumption; supervise sanitation and safety procedures in a food service operation in accordance with health and safety regulations; interpret departmental policies and procedures; prepare and maintain personnel records such as performance evaluations, disciplinary actions, and employee injury/illness and payroll information. Supervise tray line service providing resident meals, catering and other related services.

CORK-MARK INTERNATIONAL, San Francisco, CA | 2014-2016

Largest national distributor of retail convenience merchandise

Merchandiser / CDM Student at College

Customer service agent responsible for ensuring stores are stocked, product is rotated according to FIFO, expired product is returned for credit. Resolve customer service concerns.

SODEXO, ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL CONTRACT, San Francisco, CA | 2013-2014

Operated by the City and County of San Francisco, it is recognized as one of the nation's top trauma hospital, servicing 100,000 patients each year with inpatient, outpatient, emergency, diagnostic and psychiatry services

Executive Chef

Oversee operations responsible for \$3M of managed annual volume servicing 2,500 patients and retail meals daily including cafeteria and catering operations. Manage purchasing, production and inventory levels to achieve client goals, disaster food stock and customer satisfaction.

SODEXO, CHANNING HOUSE CONTRACT, Palo Alto, CA | 2009-2013

Upscale retirement community of 250 residents with full-service restaurant, buffet, patient care and banquet services.

Executive Chef

Manage all kitchen, food operations and service staff for on-going catering and regularly scheduled events for residents and guests. Plan purchases for maximum inventory turnover, develop production schedules, manage supplier, staff evaluations for continuous quality improvements.

- Achieved optimum food service **operating costs at 24%** versus standard of 30% by implementing an commodity and finished goods monitoring process to minimize shortages and excesses
- Achieved the **2010 double gold score** in the National Safety Foundation Audit for sanitation and food handling accountability
- Hired, trained and managed performance reviews of kitchen personnel.
- Recognized for creative menu planning and execution at the Annual Sodexo Charity event catering for an exclusive donor list of 100 people.

CONTRACT CHEF, OWNER/MANAGER, Sweden | 2007-2009

Owned and managed restaurant with 5 staff at Langvindsbruk, Sweden

Patisserie, traditional hot & cold Swedish desserts, Gondolen, fine dining restaurant, Stockholm, Sweden

Responsibilities included menu planning, purchase and production of traditional Swedish and international cuisine to develop a profitable restaurant with 5 staff within 1st year of operation.

Developed targeted customer loyalty marketing programs, payroll, food handling and safety regulations required by Swedish retail regulations.

Responsible for creating traditional hot and cold desserts for **Gondolen**, a prestigious restaurant in Stockholm, Sweden.

EARLY PROFESSIONAL Career**SODEXHO, SHARPCHULA VISTA MEDICAL CENTER, San Diego, CA**

SharpChula Vista Medical Center is a 343 bed hospital in San Diego County

Executive Chef

Responsible for catering, retail and patient care menus, production, purchasing and scheduling of staff of 21 including staff culinary and HACCP training

Achieved food cost of 27% consistently

Recognized as Employee of the Month and interviewed on TV's "Good Morning America" for creating a line of sugar and fat free desserts which satisfied the carbohydrate requirements of a diabetic diet

MARIOTT, SHARP MEMORIAL HOSPITAL, San Diego, CA**Executive Sous Chef****SHERATON FOUR POINT HOTEL, San Diego, CA****Executive Chef****SHERATON HARBOR ISLAND EAST & WEST, San Diego, CA****Sous Chef****NEW ENGLAND BAKE SHOP Inc, Waltham MA****Co- owner****APLEYS RESTAURANT, SHERATON, Boston, MA****Garde Manager****33 DUNSTER STREET RESTAURANT, Boston MA****Sous Chef**

Profile

Robert
First Name

R
Middle Initial

Buttner
Last Name

rrblabor@att.net
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Home: (775) 230-3018
Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

As a member of the original Quality of life Initiative committee in 1996 (I was the representative of CC Little League at that time) I believe I have a unique perspective to share in the Open space discussion. I have been a public servant for most of my working career, 14 years as a Bureau of Land Management Wild land Firefighter and firefighting contractor and 26 years with the Reno Fire Department. I fully understand public service. I enjoy volunteering in various activities in the community, often just on my own. While hiking area trails with my dog, I pick up trash and other refuse and have repaired the practice pitching mounds at Governor's Fields. I'm a Native Nevadan and a resident of Carson City since 1960 and have seen our community grow and change. I'm an avid Nevada history buff, outdoorsman and hunter. And finally, I'm retired and have the time and energy to be a useful advocate for our Carson City community.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

AA Degree, TMCC Bachelor of Arts Degree, University of Nevada-Reno EMT, Reno Fire Department

Major Subject:

Fire Science (Double Major) Journalism and Criminal Justice

Degree Conferred:

TMCC 1994 UNR 1981

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

40 years of public service as a Firefighter in both the Wildland and All-Risk fire service. 23 years as an Executive Board Member of the Reno Firefighter's Association where I served as President, Vice-President, Past President and grievance Chairman, Political Action committee, Insurance advisory committee and Contract Negotiation committee (including Chief Negotiator) Carson City Little League Executive Board 1992-1998, then again 2000-2003 Carson City Babe Ruth Executive Board 2004-2006 Building contractor, Partner in Buttner Construction, Inc. 1986-2004 Project Manager for CCLL in the construction of the T-Ball fields at Governors Field circa 1995

List the community organizations in which you have participated and describe participation:

Carson City Little League Executive Board 1992-1998, then again 2000-2003 Carson City Babe Ruth Executive Board 2004-2006 Quality of life Initiative committee in 1996, representing Carson City Little League.

List your affiliation with professional or technical societies: *if required for the position.

Professional Firefighters of Nevada

Upload a Resume

Declaration to Accept Terms & Conditions

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I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Profile

Samuel
First Name

Middle Initial

Mozingo
Last Name

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Apartment A
Suite or Apt

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Postal Code

Home: (585) 419-5883
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I would like to serve on the Open Space Advisory Committee for Carson City because as a resident of this city I believe we are in a unique position to work with the greater community to create a responsible, curated and safe environment for people of all ages, race or gender to enjoy for decades to come. I am bringing a refreshed vision of community based leadership experiences in various roles over that I have held over last 7 years.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

-State University of New York College at Plattsburgh, Plattsburgh, New York -Finger Lakes Community College Canandaigua, NY

Major Subject:

-Major: Hotel, Restaurant, and Tourism Management (ACPHM accredited) Minor: Business Administration (AACSB Accredited) -Major: Liberal Arts and Sciences A.A.

Degree Conferred:

-Bachelor of Science: School of Business and Economics (AACSB Accredited) -Associate of Arts: Liberal Arts and Sciences

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I assist in managing 4 associations at my current position (Assistant General Manager, Resort at South Shore). I have relevant experience with Association Governance and am currently earning my "Certified Manager of Community Association" certification. Joining this committee would allow me to continue my growth and ability to serve my community.

List the community organizations in which you have participated and describe participation:

List your affiliation with professional or technical societies: *if required for the position.

Eta Sigma Delta International Hospitality Honors Society Omicron Delta Kappa Leadership Honors Society Six Sigma Green Belt Certified Cvent Supplier Network Certified

Upload a Resume

Declaration to Accept Terms & Conditions

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I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Samuel Mozingo

Email: Sam.Mozingo16@gmail.com

Phone Number: (585)-419-5883

Education

State University of New York College at Plattsburgh, Plattsburgh, New York

Bachelor of Science: School of Business and Economics (AACSB Accredited)

Major: Hotel, Restaurant, and Tourism Management (ACPHAA accredited)

Minor: Business Administration (AACSB Accredited)

Relevant Experience

Assistant General Manager

Wyndham Destinations, Club Wyndham & WorldMark South Shore, Zephyr Cove, NV
June 2020-Present

Guest Services Manager

Wyndham Destinations, Club Wyndham & WorldMark South Shore, Zephyr Cove, NV Dec. 2016-June 2020

- Increased resort “Check-In Experience” scores from 2016 to present. Averaged a minimum of 90% YOY
- Identified strong candidate from Guest Services department and developed into supervisor role in March 2018 to June 2020.
- Mentor for inaugural “Emerging Leader Program” and identified candidate from Guest Services department. Candidate successfully navigated through 13-week program.

Leadership Development Program Participant

Wyndham Destinations, Club Wyndham Harbour Lights, San Diego, CA June 2016-December 2016

- Participated in an immersive 20-week leadership management training program for the Guest Services department
- Developed, presented and implemented leadership projects including a resort SMART plan, SWOT Analysis & IDP's
- Acting Guest Services manager for resort throughout five weeks of program

Resident Assistant

SUNY Plattsburgh Office of Housing & Residence Life, Plattsburgh, NY August 2015- May 2016

- Developed and maintained a positive living environment to link residents, create community, and resolve conflict
- Created, marketed and lead social and educational programs to promote understanding of health and diversity issues

Front Desk Agent

The Sagamore Resort, Bolton Landing, NY May 2015- August 2015

- Coordinated front office activities for the resort and resolved problems arising from guest complaints, and room assignment activities

Summer Resident Assistant/Housekeeper

Finger Lakes College Association, Canandaigua, NY May 2014- August 2014

- Facilitated guest registration and departure as front-end receptionist at the Finger Lakes College Housing Office
- Handled the preparation of all rooms for guests and completed daily room condition reports

Event Leader

Blue Apple Productions, Rochester, NY
December 2014

April 2012-

- Set-up, operated and packed inflatable bounce houses and other novelty products for parties, festivals, corporate functions and college events
- Supervised up to 15 team members for large scaled events

Profile

Jay
First Name

Middle Initial

Wiggins
Last Name

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State Postal Code

Home: (775) 580-4090 **Business: (775) 721-7060**
Primary Phone Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

As a resident of Carson City, I value and use the open space on a regular basis. I agree with the Carson City Master Plan that places value on the environment and scenic beauty of our area for our quality of life. As a Commissioner on the Carson City Planning Commission and Growth Commission, I have reviewed numerous projects that impact open space and it is a subject that I am interested in being directly involved in. I also wish to continue with public service and maintain my involvement with community matters.

Question applies to multiple boards

Are you currently a registered voter in Carson City? Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission? Yes No

Question applies to multiple boards

If yes, please list:

Carson City Planning Commission and Growth Commission

Question applies to multiple boards

Term expiration:

January 2023

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Western Nevada College University of Nevada, Reno

Major Subject:

Mechanical Engineering Business Administration

Degree Conferred:

Bachelor of Science, Mechanical Engineering Masters, Business Administration

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Long-term resident of Carson City that is familiar with land use and zoning regulations. Excellent communication skills and experience in public meeting protocols. Professional experience in regulatory and compliance matters.

List the community organizations in which you have participated and describe participation:

Carson City Planning Commission-Commissioner, 2019-Present Boy Scouts Troop 341-Secretary, 2013-2018

List your affiliation with professional or technical societies: *if required for the position.

Not Applicable

Upload a Resume

Declaration to Accept Terms & Conditions

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I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Jay Wiggins
1787 Vineyard Way Carson City, NV 89703
Phone 775-580-4090 • Work 775-721-7060
jaywigginscc@gmail.com

Summary of Qualifications

- Planning Commission of Carson City Commissioner from 2019 to present, including Chairperson
- Carson City resident for over 26 years that continues to value community involvement
- Excellent communication, interpersonal, time management, and prioritization skills including master's degree in business administration and Toastmasters International certifications
- Over 20 years of professional experience in utility distribution and transmission engineering functions including budgeting, compliance, design, training, and safety
- Leadership experience in directing and managing personnel to ensure safety, reliability, and budgetary goals are achieved while focusing on integrity and teamwork

Education, Certifications, Community

Professional Engineer, Mechanical • State of Nevada
Master of Business Administration • University of Nevada, Reno, NV
Bachelor of Science in Mechanical Engineering • University of Nevada, Reno, NV
Competent Communicator and Leadership Certifications • Toastmasters International
Lean Six Sigma Green Belt • Las Vegas Lean Six Sigma Inc.
CORE Leadership Training • NV Energy/Berkshire Hathaway Energy
Commissioner/Chair • Carson City Planning Commission

Interests

- Maintaining a healthy lifestyle and enjoying many outdoor activities including golf, mountain biking, skiing, boating, and exercise with my wife and two children
- Participation in running events including the Carson Canyons and Tahoe Rim Trail Ultra races in 2022
- Enjoy reading, continuous learning, and socializing with friends and colleagues
- Attending community events such as Nevada Day, Brewery Arts Center concert series, wine walk, and various other weekend activities

Professional Experience

Director, Natural Disaster Protection – NV Energy, Reno, NV • 2021 – present

- Provide planning and ongoing support for electric system operations and emergency management in all operational activities, including public safety outage management events, to mitigate the risk of wildfires and other natural disasters
- Responsible for ensuring the compliance of the natural disaster protection program with existing statutes, codes, and regulations including oversight of fire mitigation, emergency management, and vegetation management personnel
- Develops and maintains the public safety outage management plan, including field documentation, support systems deployment, resource requirements, decision criteria, emergency stakeholder coordination and recovery

Manager/Sr. Consultant, Gas Compliance Operations – NV Energy, Reno, NV • 2006 – 2021

- Oversaw compliance, training, cathodic protection, metering, system control, and administrative personnel to ensure that all regulatory/company commitments are met
- Investigated, audited, developed strategy, and defended company interests during regulatory compliance inspections, petitions, and rate case proceedings

Engineer I / II – Southwest Gas Corporation, Carson City, NV • 2004 – 2006

- Designed and provided project management for the construction of distribution gas pipeline systems and meter set assemblies throughout Northern Nevada service territory

Profile

Laura
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Middle Initial

Chavez
Last Name

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Postal Code

Mobile: (775) 291-3827
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have been a resident of Carson City for more than 25 years and love everything about our community. As a resident of Carson City I would like to be more involved and help sustain for future Carson City generations to come.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:**Conflict of Interest**

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Western Nevada College-Associates in Applied Science, General Business June 2010 Truckee Meadows Community College-Certificate of Spanish-English Translation Certificate September 2011 University of Nevada Reno-Certificate of Paralegal Studies November 2005

Major Subject:

Business

Degree Conferred:

Associates, paralegal and translation certificate

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Please refer to resume attached-too many to list here

List the community organizations in which you have participated and describe participation:

Please refer to resume attached

List your affiliation with professional or technical societies: *if required for the position.

Please refer to resume attached

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Laura E Chavez

5500 Gentry Lane
Carson City, NV 89701
775-291-3827 (Evening) / 775-887-1222 x4764 (Day)

Citizenship: USA

Profile

Detail oriented and results-driven Specialist and Energy Coordinator with more than sixteen years of experience with Rural Development. Highly responsible and experience in all aspects and functions of the Business and Cooperatives Programs. Possess strong analytical and problem-solving skills with the ability to function with all levels of support staff or individually. Skilled in current technologies that are integrated daily to improve, streamline processing and service to loans and grants.

Education

American Bankers Association Certificate in Business and Commercial Lending Online, self-led course	December 2019
Nevada Excellence in Leadership Graduate Northern Nevada Latino Alliance Reno, NV	March 2014
Nx Level Spanish course graduate Nevada Small Business Development Center Reno, NV	December 2014
Certificate of Spanish-English Translation Certificate Truckee Meadows Community College Reno, NV	September 2011
Competent Communicator Award, 10 Speech series and Humorous Speech Contest Capital Nevada Club 1813 District 39, Toastmasters Carson City, NV	September 2011
Associates in Applied Science, General Business Western Nevada College Carson City, NV	June 2010
Certificate of Paralegal Studies University of Nevada Reno Reno, NV	November 2005

Professional Summary of Qualifications

- * Strong Analytical skills
- * Strategic Planning
- * Typing 50 – 60 wpm
- * Microsoft Office
- * Technical Assistance
- * Expert in Nevada rural economic factors & trends
- * University of Nevada Cooperative Extension, Peer Reviewer
- *Member of various regional review panel, Washington DC and State of Nevada
- *Hiring panel member
- * Credit & Financial Analysis
- * Loan & Grant Administration
- * Problem Solving Skills
- * Written Correspondence
- * Business Structures & Mngt
- * Team orientated
- *Industry expert of renewable energy
- * Customer Service
- *Bilingual, fluent in Spanish
- *Agency translator and interpreter
- *media and radio presentations for agency
- * National and regional trainer for agency
- *supervisory experience

Current and former affiliations

- Unión de Padres Activos, PTA Carson City School District
Board Member and Treasurer
Carson City, NV 2019-current
- Nevada Builders Foundation
Board Member and Safe Embrace Chairwoman
Carson City, NV 2016- current
- Tazmanian Boxing Club
Grant Writer and Board Member
Carson City, NV 2020-current
- Womens Money
Board Member and Mujer y Dinero Chairwoman
Reno, NV 2017-2019
- Latin American Chamber of Commerce
Board of Director, Special Events Coordinator
Reno, NV 2014-2016

Professional Experience

Energy Coordinator (GS 1165-12/05)

USDA, Rural Development
Carson City, NV

January 2018 to present
40 Hours/week
Current Salary \$98,539

-Supervisor: Chandler Allen 775.443.4766

May Contact: Yes

- 100 % responsible for all energy programs, Rural Energy for America Program, Energy Audit/Renewable Energy Development Assistance and 9005 payment programs
- Present on REAP programs across Nevada
- Media presentations for radio and television
- Oversee over \$1,000,000 in applications and servicing of various grants and guarantee programs
- Review semiannual and annual status reports for all projects
- Independently review REAP applications for completion, funding and servicing
- Prepare and provide technical assistance to complete environmental reviews and civil right impact analysis for all applications
- Answer all program inquiries, email and phone calls daily
- Review energy audits for completion and regulation requirements
- Process and ensure complete fund request as needed

Business Programs Specialist (GS 1165 – 12/05)

USDA, Rural Development

Carson City, NV

May 2015 – Current

40 Hours /Week

Current Salary: \$98,539

-Supervisor: Chandler Allen 775.443.4766

May Contact: Yes

- Processed and currently service loan and grants ranging in size and complexity ranging \$10,000 thousand to 25,000,000 million.
- Applications received vary from business entities and community organizations ranging from mom pop type business to complex multi-affiliated corporations, partnership, limited liability entities, cooperative and non-profit organizations. Businesses assisted have included shopping centers, hotels/motels, agricultural, real estate/commercial building, energy related projects and professional service-orientated businesses.
- Develop and maintain lender relationships with local and out of state bank. Provide ongoing technical assistance regarding eligibility, structuring, underwriting, documenting, monitoring and servicing of Business & Industry Guaranteed Loans and Rural Energy for America Guaranteed Loans.
- Reviewed, analyzed, processed and serviced RBS loans and grants. Presented and made recommendations to the State Loan Review Committee.
- Conducted in-depth review and analysis of loan and grant documents during the application, closing and servicing stage to evaluate the financial stability and performance of the applicant and to identify any credit risk.
- Mentored by Business Program Director regarding all aspects of the Business Programs operations. Being recognized as a key contributor to the Business Programs section, I routinely make recommendations regarding various areas of concern to ensure that Business Programs complies with it's regulatory and program requirements.
- Served as Acting Programs Director on an adhoc basis for the Business Programs section; overseeing a staff of three Loan Specialist and one technician located in the Nevada State Office.
- Develop and maintained various reports and spreadsheets to manage Nevada's active Business Programs loan and grant portfolio.
- Provide administrate expertise and guidance toward meeting RD's strategic goals, initiative and mission areas.
- Develop strong networks through the nation. Participate in successful collaborations with various State Office staff.
- Guaranteed Loan System (GLS) Team leader for the Western region (Nevada, Hawaii, California and Arizona).
- Planned, coordinated, and participated in various training, technical assistance and outreach activities in Nevada. Trainings often provide a brief overview of the various programs administered by RD. Activities have included participation in conducting lender training session, outreach/marketing events and webinars. Lender trainings have varied from informal meetings to comprehensive program training.
- I was one of nine individuals selected to serve in the 2015 Socially Disadvantage Group Grant (SDGG) application review panel in Washington, DC. Participated in interactive debates with panelist to achieve consensus on the score for each grant application. Strong collaborations with panelist and national office staff were forged. I was also required to provide applicable comments to support each scoring criteria that the panel agreed on.
- I continue to be proactive in developing individual job skills by participating in ongoing training and networking activities.

Professional Training

- ❖ Civil Rights Training
- ❖ Environmental Training
- ❖ QuickBooks Software
- ❖ Business Bookkeeping
- ❖ Business Programs / Cooperative Service Regional Training
- ❖ Risk Management Association graduate Lending Academy 1 and 2
- ❖ Understanding Financial Statements
- ❖ Analyzing Income Statement & Balance Sheet
- ❖ The Basics of Budgeting
- ❖ Analyzing Annual Report

- ❖ Financial Statement & Analysis
- ❖ Microsoft programs various
- ❖ Mentoring Fundamentals
- ❖ USDA Federal Appropriations Law Training
- ❖ USDA Cross Training: RUS, FSA , RMA, AMS and NRCS
- ❖ Working with Tribal Leaders and Government
- ❖ Leadership Essentials: Creating your own Development Plan
- ❖ Professionalism, Business Etiquette, & Personal Accountability
- ❖ Aspiring Leadership Program

- ❖ Toastmasters/Public Speaking courses
- ❖ Ignite Presentations
- ❖ American Bankers Association:
 - Evaluating & Structuring Commercial Loans: Level 5 – Evaluating & Structuring
- ❖ American Bankers Association:
 - Evaluating & Structuring Commercial Loans: Level 5 - Identifying Viable Secondary & Tertiary Sources of Repayment
- ❖ : American Bankers Association:
 - Evaluating & Structuring Commercial Loans: Level 5 - Key Documents, Loan Agreements, and Covenants
- ❖ American Bankers Association:
 - Evaluating & Structuring Commercial Loans: Level 5 - Loan Pricing & Negotiating
- ❖ American Bankers Association:
 - Evaluating & Structuring Commercial Loans: Budget Tracking
- ❖ NX Level course graduate
- ❖ Leadership in Excellence courses
- ❖ National Renewal Energy Laboratory classroom training on various renewal energy technologies

References

Herb Shedd
1427 Mary Jo Drive
Gardnerville, NV 89460
775-781-8180
hsheddrpra@frontier.com

Michelle Kelly
USDA Rural Development
Carson City, NV
Michelle.kelly@usda.gov
775.443.4765

Personal Experience

- Volunteered for the Carson City review panel for the Community Support Services Grant, 2022
- Wrote and received two awards for the nonprofit-Tazmanian Boxing Club, over \$200,000 in 2022
- Various College and University credits towards Bachelor
- In my spare time, I enjoy exploring Carson City and it's backyards by running or hiking the trails and lately riding my ebike where allowed.
- Resident of Carson City for 27 years

Profile

Jeff
First Name

Middle Initial

Rauh
Last Name

jrauh301@gmail.com
Email Address

301 Marsh Road
Street Address

Suite or Apt

Carson City
City

NV
State

89701

Postal Code

Mobile: (775) 230-4786
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

Open spaces and trails are important resources for our growing community.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

MBA Northern IL University BS Geology University of IL

Major Subject:

Business Geology

Degree Conferred:

MBA BS

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I am active in hiking, mountain biking, and any other outdoor activity.

List the community organizations in which you have participated and describe participation:

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Profile

Traci
First Name

Middle Initial

Nelson
Last Name

traci4222@yahoo.com
Email Address

1020 North Wind Dr
Street Address

Suite or Apt

Carson City
City

NV
State

89701

Postal Code

Home: (442) 515-2389
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Open Space Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have an extreme passion for the great outdoors. I enjoy walking, hiking, cycling, mountainbiking, outdoor yoga or simply meditating outdoors. By promoting preservation of our environment and natural settings all of Carson City will be encouraged to venture outdoors into this beautiful area that we all are lucky to reside in.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:**Conflict of Interest**

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

University of Delaware Widener University

Major Subject:

Accounting Taxation

Degree Conferred:

BS Accounting MS Taxation

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Held managerial positions throughout my career Extreme passion for the great outdoors. I enjoy walking, hiking, cycling, mountain biking, outdoor yoga or simply meditating outdoors.

List the community organizations in which you have participated and describe participation:

VITA volunteer income tax assistance YMCA Yoga instructor

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Traci Nelson, CPA
1020 North Wind Dr
Carson, City, NV 89701
442-515-2389
traci4222@yahoo.com

PROFESSIONAL EXPERIENCE

CCH Tax & Accounting, Wolters Kluwer

May 2012 - Present

Senior Technology Pre-Sales Product Engineer– Carson City, NV (Remote)

- Provide in-depth product expertise in a pre-sales environment, by partnering with Sales Representatives to deliver effective presentations of CCH Income Tax and Audit digital end-to end workflow automation solutions.
- Conduct strategically tailored, quality, engaging sales presentations to varied audiences in multiple formats including webinars, individual remote meetings and in-person meetings.

Agilent Technologies Inc

August 2008 – February 2012

Director of Income Tax Accounting (2010 – 2012); Sr Tax Accounting Manager (2008 – 2010)

- Directed all aspects of financial statement reporting of income taxes in a fast paced environment requiring strong analytical, organizational, and project management skills.
- Lead a team of domestic and foreign personnel. Traveled worldwide to lead live multi day training sessions of the same team.
- Participated in preparation and review of earnings forecasts by operating unit.
- Strong communication skills used to interface with upper management (C Suite included), audit, tax and accounting professionals.
- Participate in repatriation projects.
- Managed the worldwide implementation of tax accounting software (One Source/Tax Stream), which fully automated the tax provision calculation.
- SOX 404 process owner for the international and consolidated income tax accounting process.

Deloitte Tax

July 2007 – July 2008

Lead Tax Manager

- Managed a diverse array of large-scale client engagements spanning the pharmaceuticals, manufacturing, real estate management, food services, entertainment and investment management industries. Developed tax seniors and staff level employees to improve their technical and business skills.
- Reviewed and delivered tax return preparation services including but not limited to the following review of: consolidated federal and state income/franchise tax returns, book/tax differences, R&D credit calculations, and review of apportionment, allocation factors, and federal and state adjustments.
- Audited and reviewed income tax provisions in quarterly and year end financial statements.

First Midwest Bancorp, Inc.

May 2005 – June 2007

Tax Manager

- Efficiently managed a federal income and payroll tax audit resulting in a two-thirds reduction from IRS initial estimates of audit cycle time with zero adjustments. Managed state income tax audits.
- Managed preparation of federal and state income (corporate and REIT), personal property, and sales and use tax returns for all affiliates.
- Managed preparation of Forms 5500, 990 and 1041 for benefit and retirement plans.
- Managed resolution of all payroll tax issues.
- Coordinated the integration of tax accounting and compliance process of a billion dollar corporate acquisition.
- Automated the tax compliance process via the evaluation and implementation of tax compliance software and successfully filed the corporation's first electronic tax return.

MBNA America Bank, N.A.

May 1997 – May 2005

Tax Supervisor

- Supported the management of multiple Federal and State tax audits.
- Reviewed and prepared federal and state consolidated income tax filings.
- Managed information reporting compliance for all business areas.

- Prepared sales and use tax returns; filed VAT refund claims.
- Served as tax coordinator for the reengineering of the U.S. Oracle fixed asset system. Coordinated the automation of the UK and Canadian earnings and profit fixed asset accounting.

Faw, Casson, & Company, LLP**August 1994 – May 1997***Senior Accountant*

- Planned, administered, and supervised team for audit, review, and compilation engagements. Clients include commercial enterprises, government agencies, and pension plans.
- Drafted financial statements for various engagements and reconciled general ledger account balances.
- Prepared and reviewed federal and state tax returns for corporations, partnerships, individuals, exempt organizations, trusts, and estates.
- Assisted in the conversion of client information systems.

EDUCATION

Licensed Certified Public Accountant in Colorado; Passed all four parts of CPA Examination on first sitting: Spring 1995.

Widener University**August 1997 – December 1999***Masters of Science in Taxation GPA 3.9*

An AACBS accredited university in Chester, PA.

University of Delaware**June 1990 – June 1994**

B.S. – Accounting; Minor in Management Information Systems/Decision Support Systems; Graduated Cum Laude GPA 3.6

Chapter 13.06 - OPEN SPACE

Sections:

13.06.010 - Purpose.

In the broadest sense, the objective of the open space program is to promote quality of life for citizens of Carson City through the preservation and protection of the quality of the natural environment which has given Carson City much of its character. This natural environment includes many spectacular views of the mountains, Carson River, and Eagle Valley. The natural streams, wetlands and open lands, with their water and related plant and animal life complement the scenic vistas and remind us of the area's early history. These natural areas, water bodies, vistas and panoramas, natural landmarks, and native flora and fauna are intended to be preserved and protected for the enjoyment of this and future generations by the judicious use of funding for open space.

As Carson City continues to grow, open spaces should be provided and woven into the fabric of the city. These open spaces may define developed areas within the community, and in certain areas may define the boundary of the city. They are intended to obtain a balance and harmony between physical development and open space for the benefit of Carson City citizens. Preservation of open space in all parts of the city will foster appreciation of the natural environment, provide increased opportunities for passive recreation, preserve agricultural uses, allow connecting open space corridors, and improve the quality of life.

Carson City encourages residents of this community and other concerned persons or parties to donate certain lands or funds for use in the open space program. The board of supervisors may by resolution accept properties not acquired with open space funds into the open space program after a recommendation from the open space advisory committee.

The open space advisory committee shall provide the oversight over the administration and expenditure of funds from the open space division of the quality of life special revenue fund established by Carson City Municipal Code 21.07. The funding for open space including interest and other income, may be used for the acquisition, restoration of natural resources, development and construction which afford for public access, health and safety, equipping, improvement, maintenance, conservation planning and management of real property for open spaces acquired through the fund; and administrative costs approved by the committee.

(Ord. 1997-30 § 1 (part), 2, 1997).

13.06.020 - Creation of an open space advisory committee.

There is hereby created an open space advisory committee, hereinafter referred to as the committee, consisting of seven (7) members appointed by the board of supervisors.

(Ord. 1997-30 § 1 (part), 3, 1997).

13.06.030 - Committee membership.

1. The members of the committee shall be residents of Carson City, and qualified electors. The members shall be selected on the basis of expertise in the areas of natural resources, real estate, community planning, community development, outdoor recreation/education or knowledge of the community.

(Ord. 1997-30 § 1 (part), 4, 1997).

13.06.040 - Term of office and vacancies.

Members of the committee shall serve for varying term lengths not to exceed four (4) years, provided that the first seven (7) members appointed to the committee shall be appointed two (2) for a two (2) year term, two (2) for a three (3) year term and three (3) for a four (4) year term so that thereafter members shall serve for staggered terms of like duration. (Vacancies shall be filled by board of supervisors from appointed alternates. If an alternate is not available, the vacancy shall be filled for the remainder of the term in the same manner that original appointments are made).

(Ord. 2001-1 § 1, 2001: Ord. 1997-30 § 1 (part), 5, 1997).

13.06.050 - Removal from committee.

1. The board of supervisors may remove a committee member for cause.

(Ord. 1997-30 § 1 (part), 6, 1997).

13.06.060 - Powers and duties of open space advisory committee.

1. The committee shall develop an open space element to the Carson City master plan for adoption by the regional planning commission. The committee shall identify and prioritize for the city potential open space acquisitions and make appropriate recommendations. The committee shall obtain and consider public input before making recommendations to the board of supervisors on prospective open space acquisitions, disposal, and management. The committee shall review and provide input and comment to the city manager's proposed budget as it relates to open space matters. The committee shall solicit comments of other affected advisory committees and commissions of Carson City. The committee shall also perform other duties as may be specifically assigned to it by the board of supervisors.
2. The committee in developing the open space element to the Carson City master plan, and in selecting open space lands for possible acquisition and preservation, shall be consistent with the intent of the 1996 ballot explanation, which was: The committee will work to sustain natural and scenic resources and the long-term quality of life in Carson City. And, 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.
3. Open space will be acquired and maintained as conservancy areas to be used for the following purposes:
 - a. To provide off-street bicycle, hiking and equestrian trails, and trailhead facilities that connect parks, schools and the valley with the mountains.
 - b. To safeguard water resources: watershed areas, water-well sites and designated groundwater recharge areas.
 - c. To safeguard waterway corridors, floodplains, wetlands, streams and the Carson River.
 - d. To develop regional detention areas and protect floodplains.
 - e. To safeguard scenic vistas and enhance the gateways to our city.
 - f. Utilization of land for shaping the development of the city and defining growth by establishing an urban boundary.
 - g. Strategic acquisitions of land to allow for outdoor relaxation, education and future park settings.
 - h. Preservation or enhancement of significant natural areas, wildlife and culturally important lands.

i. Connecting open space corridors.

(Ord. 1997-30 § 1 (part), 7, 1997).

13.06.070 - Organization and procedure of the open space advisory committee.

1. The committee shall elect a chair and a vice-chair. The committee shall keep minutes and records of its meetings and transactions.
2. The committee shall have regular meetings not less than once a month, unless otherwise determined by the committee.
3. Four (4) members of the committee shall constitute a quorum. An affirmative vote of a majority of the members present shall be necessary to authorize any action by the committee, except as otherwise expressly provided herein.

(Ord. 1997-30 § 1 (part), 8, 1997).

13.06.080 - Prohibited interest/confidentiality.

Any member appointed to the committee shall, upon the acceptance of such appointment, be deemed as having agreed to not disclose any data, the contents of any report or appraisal, or any information of whatsoever nature concerning any specific, prospective open space acquisition, to any person or entity except to other committee members, to members of the board of supervisors, to city staff members whose specific duties include the administration of the city's open space program, or as such disclosure may be required pursuant to court order. Any member who violates the conduct of confidentiality requirements shall be subject to being summarily suspended from the committee and such a violation may be deemed cause for removal.

(Ord. 1997-30 § 1 (part), 9, 1997).

Dear Jennifer and Lyndsey

This is to formally let you know that due to a change in family circumstances, I am unable to continue serving on the Open Space Advisory Commission.

It has been a profound privilege to have served on OSAC. I have learned so much from staff and other members of the Commission. Everybody has been welcoming, helpful and professional toward me - the new kid on the block.

I wish I could stay but I hope that as circumstances change in the future, perhaps there will be another opportunity to serve - if not on OSAC perhaps another citizen's group.

Thank you to each of you for your substantial professionalism and warm demeanor. Carson City is fortunate to have not only the two of you but also everybody else I have come in contact with in the Recreation/Open Space department.

Most Sincerely,

Kristine Currie (Casey)

775-400-7162

PS, Let me know when a good time would be for me to swing by the office and drop off my giant



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Lyndsey Boyer, Open Space Manager		
Agenda Title:	For Discussion Only: Discussion and presentation regarding the Open Space Advisory Committee's 2021 Annual Report. (Lyndsey Boyer, lboyer@carson.org)		
	Staff Summary: Carson City Municipal Code ("CCMC") 13.06.090 requires the Open Space Advisory Committee to provide an annual report of its activities to the Board of Supervisors.		
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

The attached annual report has been prepared on behalf of the Open Space Advisory Committee and describes the most notable activities, functions and successes of the Open Space Advisory Committee in 2021.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Chapter 13.06

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Attachments:

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)



OPEN SPACE



Carson City Parks, Recreation & Open Space Department

Report to the Board of Supervisors from the Open Space Advisory Committee

January – December 2021

Dear Mayor Bagwell and Board of Supervisors,

As required by Section 13.06.090 of the Carson City Municipal Code, it is our honor to present to you the following report of the activities conducted by the Open Space Division in 2021. The information provided is arranged into the following categories:

- History of Open Space
- Land Acquisitions
- Grant Funding
- Capital Improvement Projects
- Land Management
- Activities and Events

2021 was another unprecedented year filled with new challenges and celebrations of accomplishments, but it was another year that reaffirmed how important access to parks, trails and open spaces is for the public. In 2020, we saw unprecedented numbers of visitors at our trails and trailheads from the COVID-19 pandemic, and while those numbers dropped slightly in 2021, we're still seeing more use in our Open Spaces than ever before.

We welcomed new staff in 2021 to assist in the management of 6,958 acres of Open Space throughout Carson City. The Open Space Division is comprised of four full time staff - Lyndsey Boyer, Open Space Manager, Gregg Berggren, Trails Coordinator, Jared Whitaker, Open Space Maintenance Coordinator and Georgia Vasey joined the Open Space team as the Senior Natural Resource Specialist. Additionally, we had three part-time employees assist with Open Space management, including Dennis 'Mike' Cupp, Seasonal Maintenance Worker and Megan Thompson, Silver Saddle Ranch Caretaker. Lastly, Kaylee Maples worked the summer as our Recreation AmeriCorps Intern. Despite our small but mighty team, 2021 was a big year for accomplishments throughout Open Space!

History of Open Space

The Open Space Division was created in 1996 with the passing of the Question 18 - Quality of Life Initiative. Carson City residents at the time voted to increase sales tax $\frac{1}{4}$ of 1% to fund the acquisition, development and maintenance of parks, open space, trails and recreation facilities. The first Open Space property, Moffat Open Space, was acquired in 2000. The most recent acquisition was completed in 2019 to purchase 20-acres in the Highway-50 west corridor, as well as 206-acres in the Ash Canyon area called Eagle View Open Space.

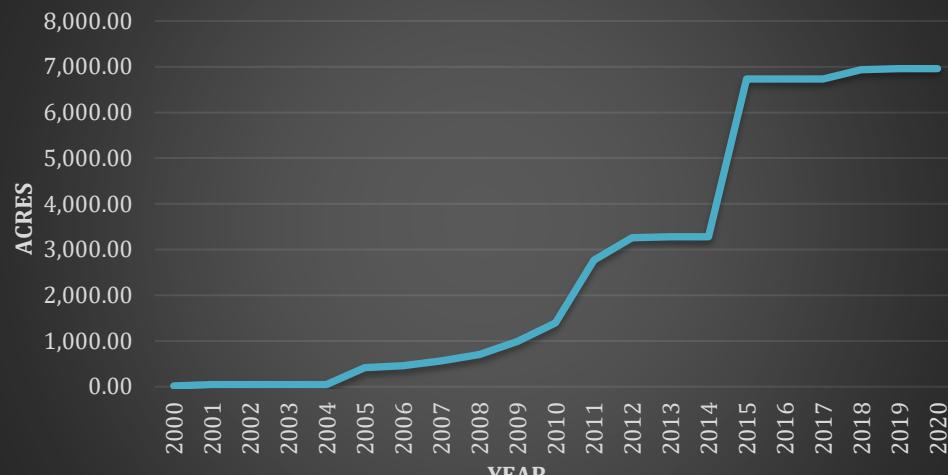
The Open Space Division manages 6,958-acres of floodplain, agricultural land and scenic viewsheds in Carson City. Additionally, staff are responsible for managing or assisting with the management of nearly 70 miles of shared use pathways and single-track trails throughout Carson City. The Open Space Division acquires property through a variety of means, including fee-title acquisition and donation. Additionally, nearly 50% of Open Space acreage was acquired in 2015 from the Bureau of Land Management (BLM) and the U.S. Forest Service (USFS) via a federal land exchange called the Omnibus Public Lands Management Act of 2009. This includes the Prison Hill Recreation Area, Silver Saddle Ranch, Ambrose Carson River Natural Area as well as several

properties on the west side of Carson City acquired from the USFS.

The Open Space Program in Carson City is incredibly unique in our region and unlike any other program in Nevada. No other county has been able to pass the same type of ballot initiative focused on land preservation through a very modest sales tax increase. By utilizing this funding and leveraging it further using grants, Carson City has been able to purchase and preserve unique and critical lands throughout

Carson City, including the majority of the Carson River corridor. Keeping the Carson River corridor in an undeveloped natural state with a protected floodplain protects Carson City from catastrophic and costly damage during a flood event. Carson City has also been able to preserve the historic legacy of ranching in Eagle Valley by acquiring Silver Saddle Ranch and Old Buzzy's Ranch – one of the few remnants of agriculture remaining in Carson City. Lastly, by focusing on our viewsheds and trail connectivity, Carson City has been able to preserve the scenic quality of our foothills while also creating a legacy and reputation for incredible trail systems and recreation opportunities in our Open Space areas. Carson City is truly lucky that voters 25 years ago had the foresight in mind to protect this beautiful landscape!

Open Space Property Acquisitions



Land Acquisitions

As of December 2021, approximately 6,958 acres of land have been protected or obtained through purchases, donations, or transfers using the Quality of Life/Question 18 funds at a cost of \$11,006,277. Grants or other supplemental funding have provided \$9,723,060 for a total of cost of \$20,729,337!

Grant Funding

In addition to the Quality of Life Initiative funds that the Open Space Division receives, grant funds are also sought and leveraged wherever possible. Currently, the Open Space Division manages or is an identified partner on 11 individual grants, totaling nearly **\$12.1 million** in funds that help Carson City manage Open Space, or complete large improvement projects to trails and trailheads for the benefit of all Carson City residents.

Project Name / Area	Grantor	Grant Award	Period	Quality of Life- Open Space (cash or in-kind)
Buzzy's Ranch Water Rights Acquisition and Wetland Enhancement Project				
	Southern Nevada Public Land Management Act	\$1,883,875	6/30/2026	\$50,000 (cash)
Carson River Trail System, Phase 2 – Ranch Connections				
	Southern Nevada Public Land Management Act	\$1,843,685	6/30/2022	\$50,000 (cash)
Carson River Trail System, Phase 3 – Prison Hill West				
	Southern Nevada Public Land Management Act	\$2,403,250	6/30/2026	\$0
Hamm Property Acquisition				
	Land and Water Conservation Fund	\$250,000	12/31/2021	\$250,000 (cash)
Kings Canyon Road (Dirt Road)				
	Nevada Off-Highway Vehicle Commission (NOHVC)	\$18,000 (sub-grant from USFS to Open Space)	12/31/2021	\$0
	Recreational Trails Program (RTP)	\$142,500	12/31/2021	\$0
Kings Canyon / Waterfall Trailhead				
	Federal Land Access Program (grant award to Public Works)	\$5.3 million (to Public Works)	12/31/2023	\$35,350 (cash) \$33,275 (cash)
Noxious Weed Abatement				
	Carson Water Subconservancy District (annual funding)	\$15,000	6/30/2021	\$0
Prison Hill Recreation Area, Motorized Area				
	1) Nevada Off-Highway Vehicle Commission (NOHVC) 2) Recreational Trails Program (RTP)	1) \$100,000 2) \$150,000	12/31/2022	\$0
Prison Hill Recreation Area, North Loop Fire Restoration				
	Community Foundation of Western Nevada, Dream Tags Foundation	\$20,000	12/31/2022	\$25,774.96 (cash)
TOTAL GRANT FUNDING		\$12,126,310		\$444,400

Capital Improvement Projects

Carson River Aquatic Trail

With completion of the safety improvements to the crossing of the intake at the dam in 2020, staff moved forward with exciting enhancements to the Carson River Aquatic Trail in 2021. Muscle Powered widened a segment of the once very narrow foot trail to the south of the dam, and the Carson Water Subconservancy District (CWS) received a 2021 Recreational Trails Program (RTP) grant that will include construction of a take-out adjacent to the foot trail just south of the dam. This will enable extension of the Carson River Aquatic Trail upstream to the River Fork Ranch in Carson Valley, effectively creating a 14-mile flatwater segment of river trail. Boaters will utilize the take-out, widened trail and the new intake crossing to safely portage around the dam. In addition, the RTP grant will fund the placement of uniform signage throughout the length of the Aquatic Trail and the printing of a new map. Improvements to the Aquatic Trail are anticipated to be completed in 2023.

Capital to Tahoe/Lincoln Bypass Trail

The Capital to Tahoe Trail, along with the Lincoln Bypass Trails, has been in progress for the past several years in partnership with Muscle Powered and the U.S. Forest Service (USFS). Muscle Powered received RTP grants

in 2021 for both projects.

The four-mile Lincoln Bypass will connect the Kings Canyon end of the Ash-to-Kings Trail with lower Kings Canyon Road at Longview Drive, effectively “bypassing” the motorized road (Old Lincoln Highway) with single-track trail.

Construction for the Lincoln Bypass Trail was finished in late 2021 and it received great reviews from hikers and mountain bikers in the last days of fall.

Much of the trail was constructed by a professional trail builder, with Muscle Powered completing some significant components like major rock work through a large drainage and along a steep



side-slope. Muscle Powered plans to continue working on improvements to the previously existing lower portion of the trail in the spring and summer of 2022. Together with the Capital to Tahoe Trail, over 13-miles of new trail will be added to Carson City.

Kings Canyon Road and Trailhead

Kings Canyon Dirt Road

In 2019, Carson City was awarded \$142,000 from the RTP to fund the repair of the first two miles of the dirt portion of Kings Canyon Road, from the Waterfall Trailhead up the saddle of Kings Canyon Road near Horsecreek Ranch. The road was badly damaged from the flood of 2017, and some sections of the road were nearly impassable, and motorists were being stranded. Construction on the project began in November of 2021 and is anticipated to be completed in early 2022.

Kings Canyon Trailhead

Planning for the Kings Canyon Trailhead was completed in early 2021. This long-awaited and badly needed project includes 25-parking spaces and trailer parking, a new informational kiosk, vault toilet and a one-way access through the parking lot to reduce the overall footprint and the required excavation. Construction began in July 2021 and is anticipated to be completed in 2022. Due to relocation of the trailhead, a short segment of trail will also be constructed, and a portion of the existing trail will be decommissioned.



Prison Hill OHV Area

In partnership with the National Off-Highway

Vehicle Conservation Council (NOHVCC), and with grant funding from RTP and the Nevada Off-Highway Vehicle Program, several improvements were made to the Prison Hill OHV Area in 2021 including: new roads and trails, drainage improvements, safety enhancements, signage and fencing placements. In the fall, project work began in the west-half of the OHV area, which included route enhancements, drainage improvements and reclamation and restoration work in some heavily impacted areas. In the future, staff plan to link-together existing trails in the middle of the OHV area to complete a new six-mile loop trail, to be named Toad Rock Loop.

Construction is anticipated to be completed in early 2022. Additionally, based on recommendations from the Carson City Fire Department, the Prison Hill OHV area was closed to motorized use during Red Flag Warning days throughout the summer.



Land Management

Land management and maintenance activities continues to be the Open Space Division's highest priority. With the significant increase in use of our parks, trails and Open Space since 2020, staff have adapted to new challenges to continue to provide quality recreational experiences to our residents, while balancing protection of natural resources. To support this increased use, staff continued to install informational signage throughout our facilities including wayfinding trail signage, trailhead kiosks and interpretive signage. The new signage aims to connect visitors to a site, as well as to identify, direct, and interpret features and improve knowledge and safety. Signs also help to identify Open Space areas as Carson City owned public lands available to all residents and

visitors. We hope with this subtle change we will continue towards our goal of improving the aesthetics and understanding of Open Space areas, while continuing to educate Carson City residents about the public land and recreation opportunities in their backyards that have been funded by them! Staff also remained busy throughout the year completing our more routine natural resource management, maintenance and planning tasks, including everything from noxious weed abatement in the spring, to fuel reduction and restoration activities in the fall. Staff continued to implement the Open Space Integrated Pest Management (IPM) program, utilizing a variety of methods of controlling nuisance and noxious weeds including herbicide treatments, manual removal and re-seeding/re-vegetation with desirable species to discourage weed infestations. Silver Saddle Ranch also remains a property with a lot of management activities, including weed abatement, beaver activity management on the Mexican Ditch and vegetation management such as working to clear the travel corridor along roads and trails, as well as tree pruning and removal. Highlights from a few notable management projects are outlined below.

Carson River Updates

Carson River Clean-up

Open Space staff held the 4th annual Carson River Clean-up in June 2021, walking the Carson River from East Silver Saddle Ranch to Ambrose Carson River Natural Area, picking up trash and mapping noxious weeds along the way. This year staff found that while the overall volume of trash has reduced through our efforts in the

past few years, much of the debris remaining was micro-trash like cigarette butts and plastic caps. Staff plan to continue this tradition every year as it's a great way to monitor the health of the river while stewarding it.



Unfortunately, staff also found that populations of the aquatic noxious weed Eurasian watermilfoil greatly increased throughout the Carson River, particularly in areas with higher sediment for the weed to establish on. Thick mats of milfoil created warmer, anaerobic patches within the water, decreasing the river's health shown by

dead fish floating in the waterway. From initially just being established in the Mexican ditch, this spread was considerably alarming. The increase in milfoil is likely due to lower water levels and increased temperatures. To help mitigate this problem, Open Space staff continue to research the most effective methods for control, while coordinating with watershed partners like the Carson River Coalition, Carson Water Subconservancy District and associated Carson River Watershed Invasive Species Working Group to discuss watershed-wide treatment options. While the infestation in the river appears to decline as the weather cools, active monitoring, management and coordination are planned to continue next spring.

Canada Thistle Control - Rust Fungus

Since 2018, Open Space staff have been releasing and monitoring the effectiveness of a naturally occurring rust fungus, *Puccinia punctiformis* in a formerly large Canada thistle patch in the Mexican Dam Open Space. This host-specific rust fungus can infect healthy Canada thistle, a Class-C noxious weed in Nevada. Each fall, staff

add the rust fungus to small rosettes of Canada thistle with the goal of inhibiting the plants' ability to flower, thereby reducing the overall population. This year, the rust fungus was released in early October and vegetation monitoring was completed to identify the density of Canada thistle, which has shown size of the infestation is reducing, while the remaining populations are showing signs of distress. This rust fungus is an excellent example of using IPM strategies to treat weed populations, reducing our reliance on herbicide.

Pollinator Gardens

In 2021, staff engaged with the Institute for Applied Ecology to participate in the Sagebrush in Prisons Project, in cooperation with the Northern Nevada Correctional Center (NNCC). Specifically, staff proposed a departure from the traditional project model of growing sagebrush seedlings for restoration, and instead proposed growing native pollinator friendly species for increasing pollinator habitat along the Carson River corridor. In the fall, locally adapted seeds from the Reno-Carson region were collected, including many wildflowers important for bees, butterflies, hummingbirds and more. These flowers and perennial grasses will be grown at the nearby NNCC with the help of a crew of inmates. This program is unique in that it helps train those incarcerated important horticultural skills that can be transferable to jobs following their release and gives them a way to give back to their community by increasing the ecological health of our local Open Space and Park properties. During the project grow-out in 2022, Open Space staff will visit the prison at least once to lead an interpretive talk with the inmates.

Staff estimate that approximately 1,100 plants will be grown for this project, which will be planted in several different pollinator gardens located on properties along the 5-mile stretch of the Carson River Trail.

We are very excited to support the initiative to increase pollinator habitat as the 76th Bee City USA—setting a new precedent for the state of Nevada. Planting with volunteers is planned for the fall of 2022, and we hope to outreach to the community in other ways such as installing a bee hotel like the one at Foothill Trailhead.



Bird Surveys

Bird surveys along the Buzzy's Ranch Trail and Riverview Park Trails were completed on an early morning in June 2021. The most common species included: the American robin, California quail, house wren, magpie and starlings. Some rarer sightings included the black-capped night heron, Bullock's oriole and Say's phoebe. Annual bird surveys will be completed each spring at Buzzy's Ranch and Riverview Park to monitor bird diversity changes that could be a result of increased recreation along the Buzzy's Ranch Trail specifically, as it was completed in 2020. Compared to the 2019 pre-construction and 2020 during construction surveys, this survey revealed a slight reduction in species diversity. Overall, it was not significant enough to cause major concerns, and monitoring will continue for the next several years.

Carson City Sheep Project

Fuels management on acquired lands, as well as natural parks and the wildland-urban interface located on the west side of Carson City continues to be a top priority for the Open Space Division. 2021 was the 15th consecutive year that Carson City utilized targeted sheep grazing to reduce fine fuel on the

landscape. This project was initially created following the devastation from the 2004 Waterfall Fire.

In 2021, staff continued implementing the two-band grazing system – with separate groups of sheep grazing simultaneously to cover as much ground during the small window of time in which cheatgrass is palatable to the sheep, typically April to mid-May. One band of ewes grazed the lands to the north – specifically Lakeview, Vicee Canyon and behind WNC, and a second band of lambs and ewes focused on the lands to the south of



Greenhouse Garden Center, C-Hill and Kings Canyon. Coordinating two bands of sheep allowed for more effective grazing across the nearly 2,000-acres of project area, resulting in more effective fuel reduction. Additionally, this will be the second year the project will graze on Washoe Tribal land, which is an important piece of property to reduce fuels as there have been several wildfires in this area in the past. The USFS also grazed Borda Meadow for the second year. Previously, it had been excluded to allow for recovery after the Waterfall Fire but has since started accumulating fine fuels. Both additions provide greater continuity

between grazed areas, increasing Carson City's overall resilience to devastating wildfire. Lastly, staff held an interpretive talk about the sheep in May of 2021, allowing the public to see the sheep in action at the C-Hill Trailhead.

Open Space Naming

In 2018, two properties in Kings Canyon went before the Open Space Advisory Committee to review naming nominations from the public. At that time, one nominating party suggested names to recognize and honor the Native American culture in our area. The policy regarding naming Open Space properties suggests, "if possible, names should be related to the unique natural landscape, geographic or topographic features, indigenous plants or wildlife, cultural or historical heritage." Based on this direction, the Washoe Tribe was contacted to provide nominations for several properties throughout Carson City, in addition to the two in Kings Canyon. Staff from the Washoe Tribe identified Open Space properties that were culturally significant to the Tribe, and they proposed names for six properties throughout Carson City. A public survey was created for the proposed names and staff received approximately 50 responses to discuss further with the Open Space Advisory Committee. After additional discussion with the OSAC and the Board of Supervisors, the following names were adopted for the properties: Gumaronga Open Space, meaning 'A Leader of the Washoe Tribe', Tahnu Leweh Open Space, meaning 'The People's Place'; Dasolung Ridge Open Space, Washoe Wetlands, Voltaire Canyon Open Space and Vidler Open Space. The latter names were chosen to recognize the history of mining in the area, as well as to recognize the donation of land from Vidler Water Company.

Prison Hill Fire and Restoration

In July 2021, a lightning strike started a fire at the north end of Prison Hill Recreation Area. The fire burned 171-acres on the upper flanks of the mountain, including sagebrush habitat and a small pinyon juniper woodland. A significant portion of the North Loop Trail was within the burn zone, but the trail survived very well. This is a testament to the value of sustainably built trails, as Muscle Powered volunteer Paul Sinnott had recently led a maintenance and realignment



effort on this trail in 2019-2020. Staff observed places where helicopters had dumped water – hundreds of gallons at a time – while the fire was burning, and the trail shed the water as it was designed.

Due to the location and terrain, an aerial reseeding effort was the only viable option for restoration. The Open Space Division applied for and was awarded a grant from the Dream Tags Charitable Fund which provides emergency relief funding for restoration following a fire. This funding was used to purchase seed, as well as fund the aerial reseeding effort via helicopter on Prison Hill. In early December, approximately 4,000 pounds of perennial bunchgrass, forb and shrub seed was released over Prison Hill. Additionally, to monitor the revegetation success on Prison Hill following seeding, ten photo monitoring points and three vegetation transects per monitoring point were set up to document change over time at the Prison Hill burn scar. Repeat monitoring will be completed by staff to evaluate native plant recruitment and invasion of non-native species.



Trails in 2021

After 2020, staff saw dramatic increases in use of trails throughout Carson City. This trend is not unique to Carson City as agencies across the country have seen these increases everywhere as a result of the COVID-19 pandemic. Moving into 2021, we saw these use number increase even further! Below is a table that outlines trail use in 2020 and 2021 on three popular trails – Buzzy's Ranch Trail, Prison Hill Trail, East and the Mexican Ditch Trail. Trail counts increased at each trail location, and we are anticipating the same or greater use in 2022.

Year	Site	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ADT	Annual
2020	Buzzy's Ranch Trail											3,120	1,901	68	24,977
	Prison Hill Trail, East											4,397	2,789	100	36,744
	SSR Bridge											2,760	2,637	86	31,545
2021	Buzzy's Ranch Trail	2,717	2,192	2,529	2,932	2,940	2,087	1,666	1,344	1,976	2,040	2,039	910	70	25,372
	Prison Hill Trail, East	3,210	3,181	4,920	4,254	4,017	3,265	4,411	3,143	3,526	4,643	3,413	2,428	122	44,389
	SSR Bridge	3,143	2,973	3,774	3,688	3,290	1,988	1,705	1,875	1,951	3,598	3,168	7,066	105	38,219

Trail Projects

Other trail projects are being planned for the Carson City area, including Centennial to Washoe Lake State Park; and a connection from Clear Creek to Kings Canyon. Also, working in cooperation with Western Nevada College (WNC) and Muscle Powered, Carson City will assume responsibility for the maintenance of trails behind WNC. This will increase west side trail connectivity and allow for signage placement and inclusion of these trails in our Carson City trail system. Relatedly, staff have also worked with Muscle Powered to add wayfinding signage to the west side trail system in the Ash Canyon area. In addition to the wayfinding signage, this project includes a few small trail modifications and improvements with the hope that we can reduce the creation and use of social trails.

5th Street Trailhead

In August, the Great Basin Institute conducted training for a trail crew at our 5th Street Loop Trails. Their crew completed the connection of our Sagebrush Loop trail with the new Prison Hill East trail, at no cost to our

Department. Also, staff placed four interpretive panels on the 5th Street Trails. We placed one panel for each loop – Sagebrush, Bitterbrush and Rabbitbrush, and a fourth panel was placed at the Ranch Overlook which highlights the 5,000-acres of Carson City Parks and Open Space that may be viewed from this location. This RTP funded project is now 100% complete, and the new trailhead has become very popular as it provides access to several new trails. On weekends staff have counted as many as 24 cars in the parking lot at one time.

“Share the Trail” Campaign – “Go Slow and Say Hello”

Our trails are experiencing growth in usership, both in terms of numbers and the variety of users. These trends have seen a huge spike in the last year due to COVID-19 but are expected to continue even after COVID-19 concerns begin to recede.

Along with these trends we are also beginning to see occasional conflict between the various user groups which include hikers, runners, bicycles, horses, strollers, wheelchairs, those with dogs, wildlife viewers, families with children and more. As a result, staff identified that we needed to proactively manage these issues with an education campaign and associated signage.

Often people are simply not aware of current trail etiquette and practices between user groups, so we are beginning to address this through messaging and education. For example, all our new trailhead signs display the yellow Trail Courtesy diagram and include various “Share the Trail” messages. One of those messages is the slogan “Go Slow and Say Hello”. In addition to signage, staff completed a video that shares perspectives from various trail users and shows examples of proper interactions. The Culture and Tourism Authority generously loaned us their videographer Zach Bragdon to do the filming, and the editing was done by our own Ranger Tyler Kerver. Special thank you to our “film stars”, Supervisor Lisa Schuette (trail runner), equestrian Maggie Stillwell and mountain biker Nathan Harrison and his daughter. A QR code with links to the video was posted at various trailheads, along with various Share the Trail messages. The six-minute film is on the Parks, Recreation & Open Space Facebook page and may also be found at this link: https://www.youtube.com/watch?v=_gb-R9UXcFM&t=18s

Waterfall Trail

In 2021, a variety of trail improvements and maintenance projects were completed on the Waterfall Trail to dovetail with the Kings Canyon Trailhead Project. Improvements included: widening of the trail at the top near the waterfall to improve safety, decommissioning several steep social trails and removal of graffiti. Additionally, we worked to decommission the old trail to the north along Kings Creek, which included replacement of missing signs, replacement of broken fencing, and additional fencing at both the top and bottom. Lastly, several boulders were placed on the north side of the waterfall in the decommissioned area to give it a more natural look.

Activities and Events

2021 was a busy year for activities and events. After the shutdowns of 2020, residents, students and staff were eager to get back to normally scheduled events throughout the community. The Park Ranger team continued their effort to lead robust interpretive programs throughout Parks and Open Space, with classic events like the monthly Full Moon Hikes, Tot Trots, Trails and Tails Adoption Events or educational hikes like Walk with the Weeds, Scorpion Adventure or Coyote Walk. Additionally, they added seasonally themed hikes like Winter Wonderland Hike, Fall Colors and an Autumn Trail River Bike Ride, and developed new historic tours such as



Mexican Ditch Historic Bike Ride and Silver Saddle Ranch Historic Tour. Lastly, the Rangers continued to develop the Jr. Ranger Program with events like Kids to Parks Day and Jr. Ranger Day.

Community Programs and Education

Open Space staff and Carson City Park Rangers facilitated a few educational programs in 2021. The first program was held in the spring with fourth graders from St. Teresa, with the goal to learn about birds at Riverview Park. The teacher brought a sound amplifier to tune into the distinct bird calls heard in the wetland, highlighting a few different species of blackbirds. Students were also given binoculars to try spotting the birds, and many of them wrote about their findings in the Junior Ranger Adventure Guide. Another program was with third and fourth graders from the Boys & Girls Club to help steward their neighboring Open Space property, Fulstone Wetlands. The youth helped pick up trash and discussed wetland dynamics, including the animals and plants that inhabit them, where non-point source pollution originates and how they can help prevent pollution. Staff also attended the Boys & Girls Club Career and Community Appreciation Day. It was a tabling event where the youth could explore different career options in Carson City. The Parks, Recreation, & Open Space table included pelts to touch, fake scat for identification, skulls and invasive plants to identify. Lastly in the fall, Open Space staff helped support Snapshot Day, an educational and community-science volunteer stream monitoring event in the Carson River watershed. We led interpretive walks into Clear Creek with high school students at Fuji Park, covering topics like the importance of riparian areas, and how to assess stream health.



National Trails Day

Our National Trails Day event, hosted in cooperation with Muscle Powered, was a huge success. About 86 people attended, including Mayor Bagwell and other City leaders. Since June is Pollinator Month, and this year was the first “Bee Kind Carson City, Protect Pollinators” campaign, we held the event at the Foothill Trailhead near the Bee Hotel. The program included a tour of the adjacent Greenhouse Project and the Pollinator Garden, and there was a “Bee Booth” with information about pollinators. Twenty-nine people attended our two naturalist-led interpretive hikes along the Foothill Trail to the V&T Railroad Grade where the curator of the



Nevada State Railroad Museum gave a talk. We had over 50 volunteers for the trail maintenance portion of the event, including about 40 volunteers from the Great Basin Institute.

Prison Hill, 5th Street Trailhead and Trails Project Wins National Recognition!

In 2021, the Coalition for Recreational Trails (CRT) selected the Prison Hill Recreation Area - 5th Street Trailhead and Trails project as the winner of the CRT's Annual Achievement Award for outstanding use of Recreational Trails Program funds in the Community Linkage category. This highly successful project transformed about 60-acres on the north end of the Prison Hill Recreation Area into a very popular trailhead. The area was once seldom used by the public, and in fact many people avoided the area because of difficult access and undesirable activities. The project constructed a parking lot which includes ADA parking spaces, an ADA accessible toilet and an ADA accessible picnic shelter. The project also included construction of three easy, natural-surface loop trails that are accessible to 3-wheel adaptive mountain bikes and are perfect for families and people of all abilities to hike or ride. This trailhead is centrally located near several neighborhoods and affords year-round access to over 14-miles of multi-use pathway in our Carson River Trails System, and to over 25-miles of paved trails that provide links to Carson City's downtown core. These trails are all accessible

to persons with disabilities. In the future, staff plans to construct a single-track connection between the 5th Street Loop Trails and the Prison Hill North Loop, further expanding trail linkage from this trailhead.



An especially important component of this project was the involvement of so many agencies and organizations. In addition to contributions from Parks, Recreation & Open Space staff, Public Works did the parking lot design, Muscle Powered helped with trail design, two different Boy Scout Eagle Projects placed benches and signage, and the Nevada Conservation Corps completed most of the trail construction. The nomination for this award received support from Congressman Amodei, and a virtual awards ceremony took place in November.

Quality of Life Celebration

The Question 18, Quality of Life Initiative 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 marked 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 lands,



build new and exciting trail systems, construct the Multipurpose Athletic Center (MAC), make improvements to the Carson City Community Center Theater, Carson City Aquatic Facilities and the Carson City Rifle and Pistol Range and so much more. To celebrate, the Parks, Recreation & Open Space Department held “Quality of Life” month in November to acknowledge the forethought Carson City residents had in 1996 to invest in the quality of life in our community. Additionally, staff celebrated the 25th Anniversary of the passage of the Quality-of-Life Initiative at Silver Saddle Ranch in October. Staff were so proud and excited to celebrate this incredible accomplishment within our community. It was a beautiful fall day at the Ranch, featuring live music from Sierra Sweethearts and cowboy poetry from Johanna Foster and Larry Marinel. We also had information tables from Muscle Powered, Tahoe Mountain Milers and vendors from Great Basin, the Bus Boy and Deadtruck Graphics. We had a steady stream of visitors throughout the day, with more than 100 visitors at our peak!



Volunteer Activities and Events

The Open Space Division proudly recognizes volunteer efforts provided by individuals and organizations, and also acknowledges and appreciates any and all who help to clean and maintain our precious lands. Throughout 2021, the Open Space Program received an estimated value of **\$93,762.82** from volunteers. At minimum, volunteers spent **3,682.75** hours on our lands, at a value of \$25.46/hour (the latest dollar value available, according to www.independentsector.org).

Muscle Powered has contributed hundreds of hours to trail planning, building, maintenance and Trash Mobs this year. Other groups have contributed time through our Adopt-a-Trail program, including the Friends of Prison Hill, Kiwanis, Moose Lodge, Target and Click bond. The Great Basin Institute donated well over 200 hours on National Trails Day. Highlights of a few notable volunteer programs are provided below.



National Public Lands Day

Muscle Powered and the Open Space Division sponsored a clean-up of two washes in East Silver Saddle Ranch on the east side of Sierra Vista Lane. Fifteen volunteers more than filled a 20-yard dumpster with trash.

Restoration Programs

In the fall, staff helped River Wranglers host a workday and education event with Empire Elementary School at Moffat Open Space. Rotations of students helped outplant in a formerly burned area, while the other groups of students engaged in various educational activities. In total, the students planted 128 plants. The following day, nine community volunteers helped finish up the planting at

Moffat Open Space, for a total of 130 plants. Additionally, Open Space staff hosted a planting volunteer program at a disturbed area along the new Buzzy's Ranch Trail. This location was used as a staging area for large equipment when the trail was constructed in 2020. A total of 231 native grasses, forbs and shrubs were planted with just two volunteers and staff! Staff were excited to restore and diversify these areas to enhance the aesthetic value and make it more desirable for wildlife.

Numerous organizations volunteered their time in 2021. Their efforts were mainly focused on trail construction and maintenance, trash clean-up and river stewardship. Some of these organizations and other volunteer efforts are highlighted below.

Event/Organization	Date	Location	# People	Total Hours	Monetary Value
National Trails Day	07/5/21	Foothill Trail, V&T Trail	41	233.5	\$5,944.91
Friends of Prison Hill	06/12/21	Prison Hill OHV Area	15	45	\$1,145.70
Kiwanis Adopt-A-Trail	06/17/2021	River Trail	5	7.5	\$190.95
Target Adopt-A-Trail	06/21/2021	Buzzy's Ranch	6	9	\$229.14
Moose Lodge Adopt-A-Trail	06/25/2021	East Silver Saddle Ranch	6	9	\$229.14
National Public Lands Day	09/25/2021	Washes on east side of Sierra Vista Lane.	15	37.5	\$954.75
V&T Beach/Interp Sign Placement	9/28/2021	Mary B. Ansari Memorial benches/signs	3	12	\$305.52
Empire Elementary with River Wranglers	10/19/21	Moffat Open Space	80	200	\$5,092.00
Moffat Planting Day	10/20/21	Moffat Open Space	9	22.5	\$572.85
Mutt Mitt Volunteers	September 2021		7	23.5	\$598.31
Buzzy's Ranch Planting Day	11/12/21	Buzzy's Ranch	2	6	\$152.76
Moose Lodge-Adopt-A-Trail	12/4/2021	East Silver Saddle Ranch	10	15	\$381.90
Click Bond Adopt-A-Trail	March 2021	Empire Ranch Trails	8	16	\$407.36
Muscle Powered	2021	Open Spaces and Trails	182	3046.25	\$77,557.53
TOTALS	-	-	407	3,682.75	\$93,762.82



On behalf of our Committee and staff, thank you very much for the opportunity to present this report.



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Nicki Aaker, Director of Health and Human Services; Jeanne Freeman, Deputy Director of Health and Human Services		
Agenda Title:	For Possible Action: Discussion and possible action regarding the conversion of certain grant funded contract positions to full-time City positions in the Carson City Department of Health and Human Services ("CCHHS"), Epidemiology Division: two Epidemiologists, one Public Health Investigator and one Administrative Assistant ("the Positions"). (Nicki Aaker, naaker@carson.org and Jeanne Freeman, jmfreeman@carson.org)		
<p>Staff Summary: Currently, the Positions are 100% grant-funded and contracted with three different agencies: Marathon Temporary Employment Agency, Nevada System of Higher Education ("NSHE") and Centers for Disease Control and Prevention Foundation ("CDCF"). Hiring Epidemiology staff through the City's hiring process will ensure the availability of staff with the same expectations for oversight, policy adherence, wage ranges and benefit packages as other CCHHS employees, to meet the increase in disease case investigations, federal and state reporting requirements and disease educational outreach needs. The proposed Positions will continue to be 100% grant funded.</p>			
Agenda Action:	Formal Action / Motion	Time Requested:	15 minutes

Proposed Motion

I move to approve the full-time City positions as presented.

Board's Strategic Goal

Quality of Life

Previous Action

August 5, 2021 (Item 12B): The Board of Supervisors ("Board") approved the City's American Rescue Plan Act ("ARPA") Plan of Expenditure. An Environmental Health Division Manager position was created allowing for the separation of the Environmental Health and Epidemiology programs into two separate divisions to address the increased Epidemiology workload.

December 17, 2020 (Item 22A): The Board approved a service agreement with NSHE through June 30, 2022. An amendment was fully executed on May 9, 2022, extending the period of performance to June 30, 2023, with no changes to the compensation amount.

Background/Issues & Analysis

Before the pandemic, Epidemiology and Environmental Health were two separate programs under the Disease Control and Prevention Division of CCHHS. The Epidemiology program had 1.15 full-time employees in addition to a Division Manager. During the pandemic, the Environmental Health and Epidemiology programs were separated into two distinct CCHHS divisions and it was necessary for the Epidemiology program to expand

rapidly utilizing contractual staff secured by the State and assigned to CCHHS through CDCF and through grant funds awarded to CCHHS for contractual staff hired through NSHE.

As the COVID response has subsided, the Epidemiology Division has experienced a reduction in the disease investigation workload and many contractual employees have left their positions. Additionally, the contracts with NSHE and CDCF are close to expiration. The Epidemiology Division no longer requires as many full-time employees, but the number of staff needed to meet the federal and state reporting requirements is greater than the 1.15 full-time employees existing pre-pandemic. The proposed addition of four full-time grant funded positions will support daily operations, which includes providing healthcare provider and public education, meeting the reporting requirements and the ability to respond to any future health emergencies.

When the COVID funds expire, it is anticipated that the Epidemiology and Laboratory Capacity ("ELC") and Epidemiology grants will be able to cover the positions requested; if not, CCHHS will review and consider eliminating positions as necessary based on grant funding availability.

The Carson City Internal Finance Committee reviewed this request and approved submission of the request to the Board for consideration.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Employee Association Collective Bargaining Agreement dated 12/3/21.

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Funds -

ELC Base – G680023018; Salaries 2756800-500101 and Benefits 2756800-5002XX

ELC Enhanced Expansion – G680021042; Salaries 2756800-500101 and Benefits 2756800-5002XX

Hepatitis – G680022013; Salaries 2756800-500101 and Benefits 2756800-5002XX

HIV Surveillance – G680022022; Salaries 2756800-500101 and Benefits 2756800-5002XX

Sexually Transmitted Diseases ("STD") Base – G680022023; Salaries 2756800-500101 and Benefits 2756800-5002XX

STD Supplemental – G680022033; Salaries 2756800-500101 and Benefits 2756800-5002XX

Tuberculosis ("TB") – G680022012; Salaries 2756800-500101 and Benefits 2756800-5002XX

Is it currently budgeted? Yes

Explanation of Fiscal Impact: • ELC Base grant, which has a remaining balance of \$79,640.

- ELC Enhanced Expansion grant, which has a remaining balance of \$1,731,060.
- Hepatitis grant, which has a remaining balance of \$13,030.
- HIV Surveillance grant, which has a remaining balance of \$3,525.
- STD Base grant, which has a remaining balance of \$3,242.
- STD Supplemental grant, which has a remaining balance of \$158,341.
- TB grant, which has a remaining balance of \$5,547.

Alternatives

Do not approve the full-time City positions and/or provide alternative direction.

Attachments:

[Funding Map_Epi Division_Current_Proposed.pdf](#)

[Epidemiologist_Unclassified_Proposed_Job_Description.pdf](#)

[Public Health Investigator.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

Health Department Funding Map
Epidemiology Division Current; Epidemiology Division Proposed

Employee	Position	City/ Contractor	FT/PT	ARPA G070121010	ELC Base (Epi) (G680023018)	ELC Enhanced Expansion (Epi) (G680021042)	ELC (Epi) (G680020039)	Hepatitis C (Epi) (G680022013)	HIV Prevention - (Epi) (G680022014)	HIV Surveillance (Epi) (G680022013)	PH Emerg. Prep. (PHEP) (PHP) (G680023001)	STD Supplemental (Epi) (G680022033)	STD - (Epi) (G680022023)	TB Surveillance (Epi) (G680022012)	Total FTE Percentage for Each Employee
EPIDEMIOLOGY DIVISION - CURRENT															
Dustin Boothe	Epidemiology Division Manager	City	FT				45%	5%			25%	25%		100%	
Vacant	Epidemiologist *Currently Vacant, CDCF Employee, Employee's last day 11/9/22; Paid by the State	Contractor	FT											0%	
Garrett Olson	Epidemiologist *NSHE Employee	Contractor	FT			100%								100%	
Donadya McCullough	Public Health Investigator *NSHE Employee	Contractor	FT			100%								100%	
Allie Bailey	Public Health Investigator *NSHE Employee	Contractor	FT			100%								100%	
Alex Mitchell	Public Health Investigator *NSHE Employee	Contractor	FT			100%								100%	
Rachel Freshman	Public Health Investigator *NSHE Employee	Contractor	PT			50%								50%	
Kallie Strong	Administrative Assistant *Marathon Employee	Contractor	FT			100%								100%	
Vacant	Public Health Investigator *Employee Retired - Position is posted	City	FT		5%	35%		5%	25%	5%		15%	5%	5%	100%
Jade Angulo	Biostatistician *NSHE Employee	Contractor	FT			100%									100%
EPIDEMIOLOGY DIVISION - PROPOSED															
Dustin Boothe	Division Manager	City	FT			45%		5%			25%	25%		100%	
Vacant - Proposed	Epidemiologist (2)	City	FT		10%	85%						5%		100%	
Vacant - Approved	Public Health Investigator - 8/5/21 - Position approved - City's ARPA Plan of Expenditures	City	FT	100%										100%	
Vacant - Posted	Public Health Investigator - Currently a City position	City	FT		5%	35%		5%	25%	5%		15%	5%	5%	100%
Vacant - Proposed	Public Health Investigator	City	FT		10%	30%		10%		10%		20%	10%	10%	100%
Vacant - Proposed	Administrative Assistant	City	FT			100%									100%



JOB DESCRIPTION

JOB TITLE:	Epidemiologist	FLSA:	Exempt
DEPARTMENT:	Health & Human Services	GRADE:	P1
REPORTS TO:	Epidemiology Program Manager	DATE:	Dec 1, 2022

SUMMARY OF JOB PURPOSE:

Responsible for conducting disease surveillance and recommend disease control measures; evaluates public health data including unusual occurrences of health conditions; functions as a member of a multidisciplinary outbreak investigation and response team; provides epidemiologic information to the medical community and general public.

This is a grant funded position and, as such, employees are responsible for knowing and abiding by the rules of the grant. This position will continue to be funded as long as the grant is renewed.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Interviews cases, contacts, and suspected disease carriers.
- Evaluates and investigates reports of unusual disease occurrence from laboratories, physicians and others.
- Participates in field investigations at hospitals, physician offices, laboratories, clinics, food establishments, childcare facilities, correctional facilities or other locations as necessary to complete epidemiologic investigations.
- Designs instruments for the collection and analysis of disease related data.
- Collaborates with inter-disciplinary personnel from other departments and public and private agencies to coordinate and augment case findings and surveillance and risk reduction activities based on analysis using established parameters.
- Using data from surveillance, investigations or other sources, defines and maintains databases and organizes data for analysis and interpretation.
- Generates reports including progress reports of fieldwork.
- May provide training to staff, students and volunteers.
- May conduct informational programs to assist health care professionals, educators, social workers, and members of other groups in understanding the problems of target groups.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

JOB DESCRIPTION**Epidemiologist**

- Applies principles of good ethical/legal practice as they relate to study design and data collection, dissemination, and use, including laws regarding confidentiality, privacy, and human subjects research, Institutional Review Board processes and Public Records Act/Freedom of Information Act procedures.
- Conducts epidemiologic surveillance activities including data collection, recording, analysis, interpretation and communication of findings.
- Conducts community health assessments to investigate specific agents that may impact health. Designs data collection forms and enters data into computer.
- Conducts special projects as required.
- Responds to inquiries regarding state laws, regulations, policies and procedures governing the investigation and reporting of acute and chronic diseases.
- Promotes and supports the overall mission of CCHHS by demonstrating courteous and cooperative behavior when interacting with customers and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Performs duties as assigned in the event of a public health emergency.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Education, training, and/or experience that demonstrate possession of the knowledge, skills and abilities listed above. Qualifying education/experience:

- A master's degree from an accredited U.S. college or university, or a certified foreign studies equivalency in public health with specialization in epidemiology, bio-statistics, or a related field; OR,
- A bachelor's degree from an accredited U.S. college or university, or a certified foreign studies equivalency in epidemiology, bio-statistics, public health, life science or related field, AND, four (4) years of experience in a public health, medical or community services agency, which must have included responsibility for designing instruments for collecting and analyzing epidemiological or demographic data, and interpreting findings pertaining to such data and disease investigation or interviewing clients and or patients.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Driver's License.

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KNOWLEDGE, SKILLS AND ABILITIES**Knowledge of:**

- Literature sources pertaining to epidemiology and communicable disease control
- Epidemiological trends and disease patterns, their characteristics, and possible causation
- Statistical theory, concepts, techniques and analyses used in epidemiological, demographic, health and bio-medical research
- Disease or injury surveillance methods
- Review and evaluation techniques and methods
- Methods of collecting, compiling and analyzing statistical and other research data
- Interviewing techniques
- Computer programming and processing methods to generate, organize, and display a wide variety of complex statistical and other research data
- Accepted techniques of disease or injury control
- Ethical and legal practices related to public health
- Health Department customer service objectives and strategies
- Telephone, office, and online etiquette
- Current technology and trends in the profession
- Principles and practices of epidemiology and biostatistics.
- Principles of GIS
- Principles and practices of disease investigation, surveillance and response
- Analysis of primary and secondary public health and clinical data
- Database development, maintenance and utilization
- Principles and practices of preparing and presenting educational materials and programs
- Computer applications related to the work
- Correct business English, including spelling, grammar and punctuation
- Principles and practices to serving as an effective project team member
- Techniques for working with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

Skills and Abilities to:

- Organize and design an efficient plan for collecting and summarizing varied and complex field data
- Apply mathematical formulas and make calculations necessary to select and apply appropriate statistical methods for collecting and summarizing varied and complex field data
- Use tact and persuasion in eliciting information, explaining and advocating research objectives and methods
- Plan, initiate and complete work assignments with minimal supervision
- Explain technical information to staff and the public

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

- Interpret and recommend enforcement of laws and regulations relating to disease and injury control
- Prepare clear and concise technical reports for lay and professional readers
- Communicate effectively orally and in writing
- Establish effective working relationships with management, employees, employee representatives and the public representing diverse cultures and backgrounds
- Communicate effectively with a variety of individuals representing diverse cultures and backgrounds and function calmly in situations which require a high degree of sensitivity, tact and diplomacy
- Provides responsive, high-quality service to employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner
- Performing and documenting epidemiological investigative work
- Developing disease control, intervention, and prevention plans
- Interpreting and reporting statistical data
- Preparing educational and informational materials
- Working without close supervision in standard work situations
- Using initiative and independent judgment within general policy guidelines
- Using tact, discretion and prudence in dealing with those contacted in the course of the work
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities
- Working collaboratively with a variety of individuals from various socio-economic, ethnic and cultural backgrounds

SUPERVISION RECEIVED AND EXERCISED:

Under General Supervision - Incumbents at this level are given assignments and objectives that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; ability to operate a motor vehicle and safely travel to a variety of offsite locations. Work is subject to exposure to human body fluids.

DRAFT

CONDITIONS OF EMPLOYMENT:

1. All new employees will serve a probationary period of twelve (12) months. Such employees are not subject to the collective bargaining agreement and may be laid off or discharged during this period for any reason, or no reason.
2. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.
3. Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.
4. Employees may be required to complete Incident Command System training as a condition of continuing employment.
5. New employees are required to submit to a fingerprint based background investigation which cost the new employee \$52.25 and a drug/alcohol screen which costs \$36.50. Employment is contingent upon passing the background and the drug/alcohol screen.
6. Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.uscis.gov.
7. Carson City is an Equal Opportunity Employer.

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

“Carson City is an Equal Opportunity Employer”



JOB DESCRIPTION

JOB TITLE:	Public Health Investigator	FLSA:	Non-Exempt
DEPARTMENT:	Health & Human Services	GRADE:	T2
REPORTS TO:	Epidemiology Division Manager	DATE:	July 1, 2015

REVISED: Nov. 2022

SUMMARY OF JOB PURPOSE:

Under general supervision, performs disease intervention activities related to the control of communicable diseases among Carson City Health and Human Services' jurisdictional residents.

This is a grant-funded position and, as such, employees are responsible for knowing and abiding by the rules of the grant. This position will continue to be funded as long as the grant is renewed.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Conducts confidential interviews and investigations of patients diagnosed with, or suspected of having, communicable diseases.
- Performs accurate, timely recordkeeping and follows data entry protocols.
- Obtains demographic and risk information for diagnostic determination.
- Performs contact tracing. Conducts confidential counseling for persons who may be at high-risk of infection and offers appropriate service referrals.
- Performs field investigations to locate patients who have, or are suspected of having, a communicable disease; motivates individuals to seek appropriate treatment and follow-up.
- Interviews and re-interviews patients to develop a plan to locate and refer contacts of index case for examination and treatment as indicated.
- Identifies and reports trends through disease investigations.
- Reports outbreak clusters to leadership.
- Serves isolation orders in cases where necessary.
- Compiles statistics, obtains and maintains accurate reports and records from other agencies for program evaluation.
- Distributes information to the community related to testing and program offerings.
- Recommends and assists in the implementation of goals and objectives; develops logical scope and sequence plans for providing health education programs.
- Communicates, both orally and in writing, health education and promotion needs, concerns and resources.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

Essential Functions (continued):

- Maintains cooperative working relationships with public agencies and coordinates activities with those of other departments and outside agencies and organizations.
- Attends and participates in various organizations and meetings as assigned.
- Contributes to the overall quality of the department's service provision by developing and coordinating work teams and by reviewing, recommending and implementing improved policies and procedures.
- Uses standard office equipment, including a computer, in the course of the work.
- Demonstrates courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

A bachelor's degree from an accredited college or university in a behavioral, social, natural or health science, or a closely related field; AND one (1) year of experience interviewing people, assessing information, extracting records, and documenting findings; OR an equivalent combination of education, training and experience as determined by Human Resources.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Driver's License

Required Knowledge and Skills

Knowledge of:

- Principles and practices of community health promotion.
- Practices and techniques of interviewing and investigation.
- Current public health issues related to communicable disease management.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Computer applications related to the work.
- Business mathematics, including statistics and financial analysis techniques.
- Techniques for dealing with a variety of individuals, at all levels of responsibility, in person and over the telephone.

Skill in:

- Explaining local public health issues related to communicable diseases.
- Reviewing and understanding medical record terminology and laboratory reports.
- Applying Federal, State, and local policies, procedures, laws and regulations.
- Gaining cooperation through discussion and persuasion.
- Communicating public health issues clearly and concisely, both orally and in writing.
- Educating the public on a variety of health care related issues.
- Speaking effectively before large and small groups of all ages.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

Page 2 of 4

Skill in (continued):

- Demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Using initiative and independent judgment within established procedural guidelines.
- Exercising appropriate judgment in answering questions and releasing information.
- Communicating effectively with a variety of individuals representing diverse cultures and backgrounds.
- Functioning calmly in situations which require a high degree of sensitivity, tact, and diplomacy.

SUPERVISION RECEIVED AND EXERCISED:

Under General Supervision - Incumbents at this level are given assignments and objectives that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; ability to operate a motor vehicle and safely travel to a variety of offsite locations. Work is subject to exposure to human body fluids.

CONDITIONS OF EMPLOYMENT:

1. All new employees will serve a probationary period of twelve (12) months. Such employees are not subject to the collective bargaining agreement and may be laid off or discharged during this period for any reason, or no reason.
2. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.
3. Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.
4. Employees may be required to complete Incident Command System training as a condition of continuing employment.
5. New employees are required to submit to a fingerprint-based background investigation which cost the new employee \$56.25 and a drug screen which costs \$36.50. Employment is contingent upon passing the background and the drug screen.
6. Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.uscis.gov.
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JOB DESCRIPTION

JOB TITLE:	Administrative Assistant	FLSA:	Non-Exempt
DEPARTMENT:	Various	GRADE:	A402/A401
REPORTS TO:	Department Director	DATE:	July 1, 2015

SUMMARY OF JOB PURPOSE:

Under general supervision, provides varied, complex and often confidential liaison, communication, secretarial and office administrative assistance to department director and related supervisory and professional staff; may provide supervision to an office support staff.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Receives and screens visitors and telephone calls, providing factual information which may require the interpretation of policies and procedures; takes messages or refers the caller to the proper person.
- Researches and compiles a variety of informational materials from sources both inside and outside the office; summarizes such information as directed.
- Opens and sorts mail and attaches pertinent backup materials; processes outgoing mail as required.
- Types drafts and a wide variety of finished documents from stenographic notes, brief instructions, or prior materials; use word processing equipment and input or retrieve data or prepare reports using an on-line or personal computer system.
- Attends to a variety of office administrative details, such as travel, meeting and conference arrangements, equipment purchase and repair and personnel document preparation.
- May attend meetings and prepare minutes as required; initiates specified correspondence independently for signature by appropriate management, supervisory or professional staff; reviews finished materials for completeness, accuracy, format, compliance with policies and procedures, and appropriate English usage.
- Organizes and maintains various office files, including personnel and tickler files; purges files as required.
- Assists with the development and administration of the budget; may prepare or maintain statistical, fiscal or payroll information.
- Follows up on projects, transmits information, and keeps informed of division activities.
- Schedules and arranges for meetings; organizes own work, sets priorities and meets critical deadlines.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

ESSENTIAL FUNCTIONS

- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.
- May provide lead direction to office support staff; may instruct staff in work procedures and/or review work for format, accuracy and consistency.
- Demonstrates courteous and cooperative behavior when interacting with the public and City staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

High School Diploma or GED AND four (4) years of secretarial or administrative experience which has included providing office and administrative support to management staff; OR an equivalent combination of education, training and experience as determined by HR.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Driver's License.

Required Knowledge and Skills

Knowledge of:

- Functions, basic organization and procedural constraints related to the operation of a municipality.
- Office administrative and secretarial practices and procedures, such as business letter writing and the operation of common office equipment, including a word processor and personal or on-line computer.
- Record keeping, report preparation, filing methods and records management techniques.
- Correct English usage, including spelling, grammar, punctuation, and vocabulary.
- Standard business arithmetic, including percentages and decimals.
- Basic budgetary principles and practices.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone.

Skill in:

- Providing varied, responsible, and often confidential secretarial and office administrative assistance to a chief executive officer and high-level administrative staff.
- Interpreting, applying and explaining complex policies and procedures.
- Using tact, discretion, initiative and independent judgment within established guidelines.
- Analyzing and resolving office administrative situations and problems.
- Researching, compiling, and summarizing a variety of informational materials.
- Composing correspondence and other written independently or from brief instructions.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

Page 2 of 4

- Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective work relationships with staff, coworkers, contractors and the public.

SUPERVISION RECEIVED AND EXERCISED:

Under General Supervision - Incumbents at this level are given assignments and objectives that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; exposure to traffic conditions and external environment when traveling from one office to another.

CONDITIONS OF EMPLOYMENT:

1. All new employees will serve a probationary period of twelve (12) months. Such employees are not subject to the collective bargaining agreement and may be laid off or discharged during this period for any reason.
2. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.
3. Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.
4. Employees may be required to complete Incident Command System training as a condition of continuing employment.
5. New employees are required to submit to a fingerprint based background investigation which cost the new employee \$56.25 and a drug screen which costs \$36.50. Employment is contingent upon passing the background and the drug screen.
6. Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.uscis.gov.

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

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STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 1, 2022

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding initiating the process to increase the rates and fees charged for the use of Carson City's landfill ("Landfill"), which could include amending the Landfill rate and fee schedule at Carson City Municipal Code ("CCMC") 12.12.047. (Darren Schulz, dschulz@carson.org and Rick Cooley, rcooley@carson.org)

Staff Summary: Staff will present information on the Landfill's current and future funding needs. Staff seeks direction from the Board of Supervisors ("Board") concerning increasing the fees for Landfill use, with those increases designed to support the Landfill's operations, capital improvements and future capacity needs.

Agenda Action: Formal Action / Motion **Time Requested:** 20 minutes

Proposed Motion

I move to direct staff to initiate the process of updating the Landfill's rates and fees, as discussed on the record.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

July 18, 2013 (Item 18): The Board approved changes to how certain wastes are classified and reduced out-of-county rates for Class III (Inert) waste.

October 20, 2011 (Item 12): The Board approved lowering the fees for out-of-county Class III waste.

September 1, 2011 (Item 20A): The Board approved consolidating and modifying rate classes, increasing out-of-county rates for compacted and uncompacted MSW and Class III waste and in-county rates for compacted and uncompacted MSW and Class III waste.

April 3, 2008 (Item 5): The Board approved the increase in Landfill fees by increasing out-of-county rates 25 percent for compacted and uncompacted municipal solid waste ("MSW") and Class III waste, increasing in-county tonnage rates for compacted and uncompacted MSW and Class III waste by 4.82 percent and increasing minimums by \$1.00.

Background/Issues & Analysis

The Landfill is a valuable asset to the residents of Carson City and staff is exploring ways to make sure it remains a sustainable asset in the future. Waste being brought to the Landfill has increased approximately 80 percent in the past 10 years, creating a need to update and improve operations, implement additional safety measures, and create a master plan for future Landfill operations, including expansion. Further, environmental

compliance is requiring additional long-term planning and capital plans to be put in place. Staff does not believe these new and growing needs can be addressed without additional revenue for the Landfill.

In addition, the Landfill current rates are well below the rates charged at surrounding solid waste disposal sites. Staff recommends that the Board consider an increase in Landfill fees such that those fees can continue to support the general fund while also increasing funding for the Landfill's operational requirements, capital improvements and future expansion to address capacity needs. Staff proposes increasing in-county and out-of-county rates and fees for all solid waste categories, as well as permitting automatic indexing for Landfill fees, utilizing the Consumer Price Index on July 1 of odd years, or something similar. These suggested changes will not impact the City's Waste Management franchise fees/collection service rates.

If the Board directs staff to initiate a process for increasing Landfill fees, staff proposes doing so by amending CCMC 12.12.047, which would require the development of a business impact statement and two readings of any proposed ordinance.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 12.12.047

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 initiate the process to review and update landfill rates and/or provide alternate direction.

Attachments:

[LF Rate BOS Presentation 120122 Final.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Carson City Landfill Rates and Fees

Board of Supervisors Meeting
December 1, 2022

Background

- ▶ Landfill in operation since 1971.
- ▶ Carson City Public Works took over operation of the landfill in 2000.
- ▶ Originally permitted as a 110-acre site.
- ▶ In 1994, site was expanded to 212 acres.
- ▶ Rates were last modified in 2011.



Historical Data

Fiscal Year	Gross Revenue	Trip Count	Net Tonnage
FY12	\$3,301,011.18	92,485	160,612.27
FY17	\$4,745,063.31	105,184	217,654.63
FY22	\$6,705,741.52	129,018	290,297.54

- Current staffing
 - Supervisor: 1
 - Operations staff: 8
 - Gate house staff: 3
- Public Hours of Operation: 0730 to 1700 hours, Monday-Saturday
- Field Staff Hours of Operation: 0600 to 1730 hours, Monday-Saturday

Capital Outlay

Fiscal Year	Gross Revenue	General Fund	Operating Expenses	Capital Outlay
FY12	\$3.30M	\$1.71M	\$1.57M	\$18,500
FY17	\$4.75M	\$2.89M	\$1.86M	\$0.00
FY22	\$6.71M	\$1.75M	\$2.42M	\$2.54M

Capital outlay includes:

- Equipment replacement: Approx. \$1.1M per year
- Landfill closure costs: currently at 10% of capital outlay per year
- Capital Improvement Projects

Landfill Equipment

(2) Bulldozers	(1) Motor Grader	(1) Tipper
(2) Loaders	(1) Backhoe	(1) Camera Trailer
(2) Compactors	(1) Excavator	(2) Towable magnets
(2) Off road haul trucks	(2) Service trucks	
(1) 5 th -wheel tractor	(1) 1-ton utility truck	
(1) Water wagon	(3) Pick-ups	

Current Capacity

- ▶ FY22 analysis indicates 56% of volume remaining.
 - ▶ Using historical data over the last 10 years, which includes out-of-county customers, the growth of the landfill is approximately 8.0% per year. Staff does not anticipate that this level of increase will continue, but being conservative and using a possible 5% per year increase going forward would result in the life remaining of the current landfill to be approximately 20 years.
- ▶ Need to start planning and funding the future of the City landfill.



Current and Future Needs

- ▶ Additional Staff
 - ▶ Regulatory/environmental requirements
 - ▶ Equipment maintenance (perform PMs in-house)
 - ▶ Site maintenance
 - ▶ Wood waste and metals recycling
 - ▶ Cover material generation
 - ▶ Load compliance checker (check for illegal dumping)
 - ▶ Gate house (currently no redundancy)
- ▶ Household hazardous waste storage and increased disposal costs
- ▶ Tipping Pad Facility (keeps general public out of actual landfill)
- ▶ Equipment Maintenance / Crew / Office Facility
- ▶ Site selection, environmental review, permitting, and capital outlay for landfill expansion.



Proposed Tipping Fee Increase

- ▶ Recommended proposed increases equate to roughly a 2.5% increase per year over the last 10 years.
- ▶ Would generate approximately \$1.0M per year for capital and operations.
- ▶ Rate proposal would be effective July 1, 2023.
- ▶ After increase, indexing would be put in place and would be applied on a two-year cycle.

Exceptions / Options:

- ▶ Franchise Agreement: No increase in fees to keep collections service low.
- ▶ DDI/STI Contract: Will renegotiate in 2026 (anticipate at a higher rate).
- ▶ Refrigerant removal: Add fee per unit for evacuation and disposal costs.
- ▶ Wood/Green Waste
- ▶ Tires: Increase will cover current disposal cost, however, there is a need to find a new disposal vendor.

In-County Rates

Solid Waste Categories	In-County Current (since 2011)	Proposed In-County	In-County Current Minimum	Proposed in-County Minimum
MSW* Compacted	\$24.00/ton	\$30.00/ton	\$10.00	\$15.00
MSW* Uncompacted	\$24.00/ton	\$30.00/ton	\$10.00	\$15.00
Class III Inert / C&D*	\$24.00/ton	\$30.00/ton	\$10.00	\$15.00
Wood Waste - Green Waste	\$12.00/ton	\$20.00/ton	\$6.00	\$10.00

*MSW = Municipal Solid Waste

C&D = Construction and Demolition

In-County Miscellaneous Rates

Solid Waste Categories	In-County Current (since 2011)	Proposed In-County	In-County Current Minimum	Proposed in-County Minimum
Asbestos	\$50.00/ton	\$63.00/ton	\$25.00	\$31.50
Medical	\$200.00/ton	\$253.00/ton	\$100.00	\$126.50
Dead Animal	\$60.00/ton	\$76.00/ton	\$30.00	\$38.00
Appliances with Refrigerant	No fee	\$25.00/each	No fee	\$25.00
Tires < 36 inches diameter with or without rim	\$3.00/each	\$7.00/each	\$3.00	\$7.00
Tires = or > 36 inches diameter with or without rim	\$20.00/each	\$20.00/each	\$20.00	\$20.00
Tires: Grader, loader, tractor, backhoe, > 36 inches diameter	\$30.00/each	\$30.00/each	\$30.00	\$30.00
Immediate burial	\$40.00/ton	\$50.00/ton	\$20.00	\$25.00
Trailer units or mobile homes = or greater 30 feet in length	\$250.00/each	\$315.00/each	\$250.00	\$315.00
Loader Assistance	\$35.00/occurrence	\$45.00/occurrence	\$35.00	\$45.00

Out-of-County Rates

Solid Waste Categories	Out-of-County Current (since 2011)	Proposed Out-of- County	Out-of-County Current Minimum	Proposed Out-of- County Minimum
MSW* Compacted	\$58.00/ton	\$74.00/ton	\$30.00	\$37.00
MSW* Uncompacted	\$58.00/ton	\$74.00/ton	\$30.00	\$37.00
Class III Inert / C&D*	\$36.50/ton	\$74.00/ton	\$30.00	\$37.00
Wood Waste - Green Waste	\$24.00/ton	\$74.00/ton	\$12.00	\$37.00

*MSW = Municipal Solid Waste

C&D = Construction and Demolition

Out-of-County Miscellaneous Rates

Solid Waste Categories	Out-of-County Current (since 2011)	Proposed Out-of-County	Out-of-County Current Minimum	Proposed Out-of-County Minimum
Asbestos	Not accepted	Not accepted	Not accepted	Not accepted
Medical	Not accepted	Not accepted	Not accepted	Not accepted
Dead Animal	\$120.00/ton	\$152.00/ton	\$60.00	\$76.00
Appliances with Refrigerant	No fee	\$50.00/each	No fee	\$50.00
Tires < 36 inches diameter with or without rim	\$6.00/each	\$10.00/each	\$6.00	\$10.00
Tires = or > 36 inches diameter with or without rim	\$40.00/each	\$40.00/each	\$40.00	\$40.00
Tires: Grader, loader, tractor, backhoe, > 36 inches diameter	\$60.00/each	\$60.00/each	\$60.00	\$60.00
Immediate burial	\$90.00/ton	\$100.00/ton	\$40.00	\$100.00
Trailer units or mobile homes = or greater 30 feet in length	\$500.00/each	\$630.00/each	\$500.00	\$630.00
Loader Assistance	\$70.00/occurrence	\$90.00/occurrence	\$70.00	\$90.00

Surrounding Rates

Solid Waste Categories	Lockwood Landfill January 1, 2022 (CY converted to tons)	Douglas County	Carson City In- County (Proposed)
MSW* Compacted	\$46.14/ton	\$113.85/ton	\$30.00/ton
MSW* Uncompacted	\$46.49/ton // \$60.82/ton	\$113.85/ton	\$30.00/ton
Class III Inert / C&D*	\$46.49/ton // \$60.82/ton	\$113.85/ton	\$30.00/ton
Wood Waste - Green Waste	\$79.03/ton	\$51.85/ton	\$20.00/ton
*MSW = Municipal Solid Waste; C&D = Construction and Demolition			

Questions?