CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS

Day: Thursday
Date: April 6, 2023
Time: Beginning at 8:30 am
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

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

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

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

2. **Roll Call**

3. **Invocation - Nick Emery, Hope Crossing**

4. **Pledge of Allegiance**

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

6. For Possible Action: Approval of Minutes -

6.A March 2, 2023

03-02-2023 Minutes (BOS).pdf

7. Special Presentations

7.A Presentation of a Proclamation recognizing April as "National Child Abuse Prevention Month." (Meagan Soracco, NV Department of Health & Human Services, Division of Child and Family Services)

Child Abuse Prevention 2023.doc

7.B Presentation regarding the 2023 Carson City Clerk's Office "I Voted" Sticker Design Contest.

I Voted .pptx

Consent Agenda

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

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8. Airport Authority

8.A For Possible Action: Discussion and possible action regarding a proposed 50-year lease agreement ("Lease") between Carson City and the Carson City Airport Authority ("Airport Authority"), together as landlord, and High Sierra Pilots, LLC doing business as Stew's Aero Services ("Stew's Aero"), as tenant, to rent approximately 24,990 square feet of land, including a 10,000 square foot hangar, Assessor's Parcel Number ("APN") 005-011-94, for a base rent of $79,200.00 per year, subject to adjustments. (Corey Jenkins, cjenkins@flycarsoncity.com and Steven E. Tackes, Esq., stackes@kcnvlaw.com)

Staff Summary: On March 15, 2023, the Airport Authority approved the proposed Lease. The Airport Authority Act for Carson City requires the Lease to also be approved by the Board of Supervisors. The rental rate is $0.48 per square foot annually for the ground and $72,000.00 annually for the hangar building, which is the independently appraised rental value for the ground and hangar building, as required by NRS 496.080(3).

2023 04 06 Stew's Aero Lease CCAA Signatures.pdf

8.B For Possible Action: Discussion and possible action regarding a proposed assignment ("Assignment") of an existing lease agreement ("Lease") between Carson City and the Carson City Airport Authority ("Airport Authority"), together as landlord ("Landlord"), and Ortiz Bros. Aviation, LLC, Assessor's Parcel Number ("APN") APN 005-091-30, assigning the Lease to the Echo Delta Community Association ("Echo Delta") and acknowledging the assignment of the lease to a common-interest community. (Steve Tackes, kcnvlaw.com & Corey Jenkins, cjenkins@flycarsoncity.com)

Staff Summary: Ortiz Bros. Aviation, LLC, the City and the Airport Authority entered into the Lease in 2021 for a term of 50 years. Shortly after, Ortiz Bros. Aviation, LLC changed its name with the Nevada Secretary of State to Ortiz Bros. Aviation NV, LLC ("Ortiz Bros."). The Assignment would assign the Lease from Ortiz Bros. to Echo Delta, a hangar owners' association, which is permitted by the Lease.

1 - 2023 03 14 Ortiz Lease Assignment Ortiz Signature Only.pdf

2 - 2023 03 14 Ortiz CCR.pdf

3 - 2021 06 11 rcd ORTIZ Airport Lease agreement.pdf

9. Finance

9.A For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through March 24, 2023, per NRS 251.030 and NRS 354.290. (Sheri Russell-Benabou, 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.

BOS Cash Report 03-24-2023.pdf

10. Parks, Recreation & Open Space

10.A For Possible Action: Discussion and possible action regarding proposed revisions to the Carson City Parks, Recreation and Open Space Department ("Department") Fee Policy and Schedule. (Jennifer Budge, jbudge@carson.org and Dan Earp, djearp@carson.org)

Staff Summary: This item, if approved, will update policies, procedures and fees related to facilities, programs and services provided by the Department. Fees are based on a comparative market analysis, facility and program use, cost recovery, legal mandates and staff input.

Exhibits_A_and_B_Redlined.pdf

11. Purchasing and Contracts

11.A For Possible Action: Discussion and possible action regarding a proposed $6,621 increase in the purchase authority, beyond the previously approved $56,168, to purchase vaccines utilizing the Minnesota Multistate Contract Alliance for Pharmacy ("MMCAP") joinder contract with Sanofi Pasteur Inc. ("Sanofi"), resulting in a new not to exceed amount of $62,789 through June 30, 2023. (Carol Akers, cakers@carson.org and Nicki Aaker, naaker@carson.org)

Staff Summary: The Carson City Health and Human Services Department ("CCHHS") utilizes the MMCAP Contract # MMS2000294 to purchase vaccinations and immunization supplies from Sanofi for vaccination through clinical services and public health preparedness community vaccination efforts. This will be funded from the CCHHS Private Vaccine and Community Vaccine & Outreach revenue accounts through June 30, 2023.

FY23 BOS Sanofi Increase Funding Worksheet 3.27.23.pdf

Sanofi MMCAP contract 7.1.20 to 6.30.24.pdf

11.B For Possible Action: Discussion and possible action regarding a determination that Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction ("Tahoe Pool") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300136 for the Carson City Aquatic Facility Outdoor Pool Replaster and Retile Project ("Project") to Tahoe Pool for a total amount not to exceed $179,300.00. (Carol Akers, cakers@carson.org and Nick Wentworth, nwentworth@carson.org)

Staff Summary: This Project includes chipping out of old plaster and recoating the outdoor swimming pool shell with new plaster. The not to exceed amount of $179,300.00 comprises the base bid amount of $163,000.00, plus a 10% contingency of $16,300.00. The original estimate was $144,500.00. Alternate bid item 1 had additional repairs and equipment replacement if the budget allowed, staff recommends declining the additive alternate and approving only the base bid. This Project was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Program ("CIP").

23300136 Bid Tabulation_ROA.pdf

23300136 DRAFT Contract.pdf

11.C For Possible Action: Discussion and possible action regarding a determination that Coons Construction LLC ("Coons"), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300291 for the Mills Park Maintenance Shop Project ("Project") to Coons for a total amount not to exceed $448,942.84. (Carol Akers, cakers@carson.org and Nick Wentworth, nwentworth@carson.org)

Staff Summary: This Project includes grading, concrete, purchase and erection of a metal building system, electrical and water connections to existing utilities, HVAC system, fencing, drainage system and asphalt grindings. The not to exceed amount of $448,942.84 comprises the base bid amount of $408,129.85, plus a 10% contingency of $40,812.99. The engineer's estimate was $443,055. This

Project was approved as part of the Fiscal Year ("FY") 2023 Capital Improvement Program ("CIP").

23300291 Bid Tabulation_ROA.pdf

23300291 DRAFT Contract.pdf

11.D For Possible Action: Discussion and possible action regarding authorization to purchase one diesel standby generator for use at the Carson City Public Safety Complex for a not to exceed amount of $97,960 utilizing joinder contract 092222-CAT between Caterpillar Inc. ("Caterpillar") and Sourcewell. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: If approved, this purchase will replace an existing generator located at the City's Public Safety Complex at 911 East Musser Street and provide emergency backup power to that facility during power outages. Caterpillar's authorized dealer, Cashman Equipment Company, will fulfill this purchase under the terms of the joinder agreement between Caterpillar and Sourcewell. This purchase was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Plan ("CIP").

CAT PROPOSAL - Carson City Public Works - Cashman - R1 - 030323.pdf

11.E For Possible Action: Discussion and possible action regarding Contract No 23300325 for Atkins North America, Inc. ("Atkins") to update Carson City's water system model for a not to exceed amount of $58,010. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: The City maintains a water system model ("Model") for water resource planning, to verify water main analysis reports submitted to the City, to calculate fire flow requirements and to aid operations in shut downs, flushing and emergencies. The Model is also extensively utilized to analyze the impacts of proposed private developments on the City's existing water system. Collectively, the water model is a critical tool to assess system capabilities and limitations, water resources and future planning needs. If approved, Atkins will update the City's Model.

23300325 DRAFT Contract.pdf

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

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

13. Fire

13.A For Possible Action: Discussion and possible action regarding (1) proposed Amendment #6 to the Nevada Division of Forestry grant funded through Senate Bill 508 (2019) for wildland fuels mitigation ("NDF Grant") to extend the NDF Grant term through May 31, 2023, and (2) proposed

Amendment #7 to the NDF Grant to approve Carson City's request to increase hourly rates for personnel rates charged against the NDF Grant. (Sean Slamon, sslamon@carson.org)

Staff Summary: The Board of Supervisors ("Board") accepted the NDF Grant on October 15, 2020, to fund wildland fuels mitigation projects, as well as five full-time positions to carry out those projects. Specifically, the NDF Grant funded one Senior Wildland Fire Crew Member position, one Wildland Fire Equipment Operator position and three Wildland Fire Crew Member positions ("Wildland Positions"). The Wildland Positions subsequently sought union representation and were recognized as their own bargaining unit. The City has negotiated a proposed collective bargaining agreement ("CBA") with the Wildland Positions, and increased benefits under the proposed CBA will require the City to charge higher personnel rates against the NDF Grant. The proposed amendments would allow the City to do so.

1 - NDF Grant.pdf

2 - NDF Grant Amend 1.pdf

3 - NDF Grant Amend 2.pdf

4 - NDF Grant Amend 3.pdf

5 - NDF Grant Proposed Amend 6.pdf

6 - City Ntc to NDF re Rate Increase.pdf

7 - NDF Grant Proposed Amend 7.pdf

14. City Manager

14.A For Possible Action: Discussion and possible action, and a public hearing regarding the report of the City Manager on the fiscal impact and recommended approval of, a proposed collective bargaining agreement ("CBA") between Carson City and the Carson City Firefighters Association, Local #2251 of the International Association of Fire Fighters ("IAFF") on behalf of grant- and contract-funded wildland fire employees, effective beginning the first full pay period following CBA execution through June 30, 2026, with an estimated fiscal impact of $1,567,018.45 over the CBA's term that will be fully offset by third-party grants and contracts funding the positions. (Nancy Paulson, npaulson@carson.org and Melanie Bruketta, mbruketta@carson.org)

Staff Summary: The proposed CBA covers full time Carson City Fire Department ("CCFD") employees whose positions are grant- or contract-funded and who primarily perform wildland fuels reduction projects ("Wildland Group"). The Wildland Group currently comprises one Senior Wildland Fire Crew Member, one Wildland Fire Equipment Operator, one Fuels Management Grants Administrator and three Wildland Fire Crew Members. The Wildland Group has no prior CBA; instead, the proposed CBA will displace the Wildland Fire Employees' Benefits Manual. The City has provided notice to the applicable grant and contract funding sources that it will be increasing service

rates to cover the cost of increased benefits under the proposed CBA, and the City has received confirmation that its increased rates will be reimbursed when invoiced.

1 - Proposed Wildland CBA.pdf

3 - NVE Ltr to City re Inc Rates.pdf

2 - CCFD-NVE Stand-by Contract.pdf

15. Community Development - Planning

15.A For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 106, a proposed ordinance repealing provisions governing certain common open space development in Carson City. (Hope Sullivan, hsullivan@carson.org)

Staff Summary: This is the second reading of a proposed ordinance which, if adopted, will repeal chapter 17.10 of the Carson City Municipal Code ("CCMC") in its entirety, thereby removing provisions governing certain common open space development in Carson City.

Ord_2023_ch_17.10_repeal_second_reading (2).docx

15.B For Possible Action: Discussion and possible action regarding a request from Carson City ("Applicant") to adopt, on second reading, Bill No 104, an ordinance amending the zoning map to change the zoning from Limited Industrial ("LI") and Single-Family 1 Acre ("SF1A") to Single-Family 6,000 ("SF6") for Assessor's Parcel Number ("APN") 010-061-87; from SF1A to SF6 for the southern, approximately 4.5 acres of APN 010-061-84 addressed at 1601 Fairview Drive; and from LI to SF6 for the northern, approximately 9.7 acres of APN 010-061-76 addressed at 1700 Colorado Street. (Heather Ferris, hferris@carson.org)

Staff Summary: Through the annual review of the Master Plan and Zoning Map, the Board of Supervisors ("Board") and staff have identified the subject parcels as appropriate for consideration of mapping corrections. The proposed zoning map amendment will create consistency with the underlying master plan for the subject parcels. The parcels are located south of Fairview Drive, north of Colorado Street, and east of S. Saliman Road. The Board of Supervisors introduced this ordinance, on first reading, at the March 2, 2023 meeting.

ZA-2023-0008 Ord.- 2nd Reading.doc

MPA-2023-0007 ZA-2023-0008 (Fairview and Colorado)_SR.docx

16. Public Works

16.A For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 107, a proposed ordinance approving a development agreement between Carson City and PalaSeek LLP, Oikos Development Corporation and Sierra Flats Family I LP concerning the conveyance of approximately 3.41 acres of City-owned land and the development of the second phase of an

affordable housing project on that land, located at Assessor's Parcel Number ("APN") 010-037-06 ("Phase 2 Property"). (Dan Stucky, dstucky@carson.org)

Staff Summary: Construction has commenced on the first phase of PalaSeek, LLP's ("PalaSeek") affordable housing project ("Phase 1 Project"), to be built on APN 010-037-07 ("Phase 1 Property"). This is the second reading of a proposed ordinance which, if enacted, would approve a development agreement between the City, PalaSeek, Oikos Development Corporation ("Oikos") and Sierra Flats Family I LP ("SFF") for the second phase of PalaSeek's proposed affordable housing project ("Phase 2 Project") to be built on the Phase 2 Property.

1_PalaSeek DA Ordinance.pdf

2_PallaSeek.Dev.Agreement.pdf

3_PM 3045.pdf

16.B For Possible Action: Discussion and possible action regarding a proposed resolution concerning an application under Nevada Revised Statutes ("NRS") 244.287 for the conveyance, without consideration, of approximately 3.41 acres of undeveloped land designated as Assessor's Parcel Number ("APN") 010-037-06 ("Phase 2 Property"), which is owned by Carson City, to Oikos Development Corporation ("Oikos"), a tax-exempt 501(c)(3) organization, for the development of the second phase of an affordable housing project ("Phase 2 Project"). (Dan Stucky, dstucky@carson.org and Robert Nellis, rnellis@carson.org).

Staff Summary: Construction has already commenced on the first phase of the affordable housing development ("Phase 1 Project") on 2.91 acres identified as APN 010-037-07 ("Phase 1 Property"). At its March 16, 2023, meeting, the Board of Supervisors ("Board") introduced, on first reading, Bill No. 107 concerning a proposed development agreement between the City and PalaSeek LLP ("PalaSeek"), Oikos and Sierra Flats Family I LP which sets the terms for development of the Phase 2 Project and conveyance of the Phase 2 Property ("Phase 2 Development Agreement"). At that same meeting, the Board directed staff to perform the diligence necessary to convey the Phase 2 Property to Oikos under NRS 244.287.

1_Resolution.pdf

2_Property Legal Description and Parcel Map 3045.pdf

3_Application for Conveyance from Oikos Development Corporation (ODC).pdf

4_Original 1960 Deed from State to Carson City.pdf

5_Proof of Publication.pdf

6_Proof of Mailing.pdf

7_Proof of Public Noticing Sign at Site.pdf

8_Proof of Noticing.pdf

17. Parks, Recreation & Open Space

17.A For Possible Action: Discussion and possible action regarding a proposed Request for Qualifications ("RFQ") for the South Carson Street/South Stewart Street Roundabout Public Art Project. (Sierra Scott, siscott@carson.org)

Staff Summary: The roundabout at the intersection of South Carson Street and South Stewart Street is part of the recently completed South Carson Complete Streets Project. A "gateway monument" public art feature in center of roundabout has been discussed and envisioned for the last five years with Carson City first allocating funding for the project in 2018. The proposed RFQ was created in accordance with the approved Carson City Public Art Policy to seek proposals from qualified artists or artist teams through a competitive process and is being brought to the Board of Supervisors for review and approval prior to publishing.

South Carson Street Roundabout Public Art RFQ DRAFT 3.30.23.pdf

18. City Manager

18.A For Possible Action: Discussion and possible action regarding coordination of legislative activity on pending state legislation before the Nevada Legislature and whether to adopt an official policy position or direct staff to advocate for or against any such legislation, including the submittal of proposed amendatory language. (Stephen Wood, swood@carson.org and Nancy Paulson, npaulson@carson.org)

Staff Summary: The Nevada Legislature is currently in its 82nd Regular Session. This item is for the Board of Supervisors to coordinate legislative efforts on pending state legislation that may have an impact on Carson City, including the adoption of official policy positions, if any, and direction to staff to advocate for or against any such legislation. Due to unpredictable timing constraints inherent in the legislative process, the City will maintain a list of legislation that the City has identified in advance and which may be discussed and acted on by the Board during this agenda item. A copy of the list will be posted not less than three days before the date of each Board of Supervisors meeting during which this agenda item appears and may be obtained at the following Internet website: https://www.carson.org/legislature.

19. Board of Supervisors

Non-Action Items:
City Manager Update
Status review of projects
Internal communications and administrative matters
Correspondence to the Board of Supervisors
Status reports and comments from the members of the Board
Staff comments and status report

Closed Non-Meeting to Confer with Management Representatives and Counsel:
Following a recess or adjournment, the Carson City Board of Supervisors may gather to meet with its management representatives or to receive information from an attorney employed or retained by the City regarding potential and/or existing litigation involving matters over which the public body has supervision, control, jurisdiction or advisory power and to deliberate toward decisions on the matters.

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

21. For Possible Action: To Adjourn

**PUBLIC COMMENT LIMITATIONS - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and is not subject to the three-minute time limitation.

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

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

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

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

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

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

DRAFT

A regular meeting of the Carson City Board of Supervisors and Board of Health was scheduled for 8:30 a.m. on Thursday, March 2, 2023, 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 Curtis Horton, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:
Nancy Paulson, City Manager
Scott Hoen, Clerk-Recorder
Dan Yu, Assistant District Attorney
Stephanie Hicks, Deputy City Manager
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

(8:31:07) – Mayor Bagwell called the meeting to order at 8:31 a.m. Mr. Hoen called roll and noted the presence of a quorum. Pastor Gavin Jarvis, Living Stones Church, provided the invocation. At Mayor Bagwell's request, Ms. Hicks led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:32:50) – Mayor Bagwell entertained public comments. Sue Masiello introduced herself as a resident of Manhattan Drive and expressed appreciation for having the local roads plowed near her home.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – FEBRUARY 2, 2023.

(8:35:21) – Mayor Bagwell introduced the item and entertained comments, corrections, or a motion.

(8:35:32) – Supervisor Giomi moved to approve the minutes of the February 2, 2023 Board of Supervisors and Redevelopment Authority meetings as presented. The motion was seconded by Supervisor Horton and carried 5-0-0.

CONSENT AGENDA

(8:35:37) – Mayor Bagwell introduced the item and inquired whether the Board or the public wished to pull additional items from the Consent Agenda; however, none were forthcoming. She also entertained a motion.

(8:36:05) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 7.A, 8.A, 8.B, 8.C, and 8.D as presented. Supervisor Horton seconded the motion.

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

7. FINANCE

7.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 FEBRUARY 17, 2023, PER NRS 251.030 AND NRS 354.290.

8. PURCHASING AND CONTRACTS

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED INCREASE IN PURCHASE AUTHORITY IN THE AMOUNT OF $5,386.82 TO PO 23200198, BEYOND THE PREVIOUSLY APPROVED AMOUNT OF $127,529, RESULTING IN A NEW NOT TO EXCEED AMOUNT OF $132,915.82 TO PURCHASE A TORO GROUNDSMASTER 5900 FOR THE CARSON CITY PARKS, RECREATION AND OPEN SPACE DEPARTMENT ("PARKS DEPARTMENT") FROM TURFSTAR WESTERN, UTILIZING A COOPERATIVE PURCHASING AGREEMENT THROUGH OMNIA PARTNERS PUBLIC SECTOR ("OMNIA").

8.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED INCREASE IN PURCHASE AUTHORITY IN THE AMOUNT OF $7,061.62, BEYOND THE PREVIOUSLY APPROVED AMOUNT OF $80,226.48, RESULTING IN A NEW NOT TO EXCEED AMOUNT OF $87,288.10, TO PURCHASE VARIOUS KITCHEN APPLIANCES FOR THE CARSON CITY SHERIFF'S OFFICE JAIL ("JAIL") UTILIZING JOINDER CONTRACT (#R180202) BETWEEN REGION 4 EDUCATION SERVICE CENTER, HOUSTON, TEXAS, AND NATIONAL RESTAURANT SUPPLY.

8.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 23300294 WITH MISSION CRITICAL PARTNERS TO PROVIDE CONSULTING SERVICES FOR REPLACING THE TIBURON COMPUTER AIDED DISPATCH SYSTEM,

RECORDS MANAGEMENT SYSTEM AND JAIL MANAGEMENT SYSTEM ("CAD/RMS/JMS") FOR A NOT TO EXCEED AMOUNT OF $165,191, TO BE FUNDED BY THE 911 SURCHARGE FUND.

8.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT ACCO ENGINEERED SYSTEMS, INC. ("ACCO") IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338, AND WHETHER TO AWARD CONTRACT NO. 23300231 FOR THE JUVENILE COURTS MULTI-ZONE HVAC UNIT REPLACEMENT PROJECT ("PROJECT") TO ACCO FOR A TOTAL AMOUNT NOT TO EXCEED $317,753.70.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

No items were pulled from the Consent Agenda.

10. JUVENILE

10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED ACCEPTANCE OF PARTNERSHIP CARSON CITY'S ("PCC") COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM ("COSSAP") SUBGRANT FUNDS IN THE AMOUNT OF $90,000, EFFECTIVE JANUARY 1, 2023 THROUGH AUGUST 14, 2023, TO BE USED FOR AN ADDITIONAL FULL TIME EMPLOYEE ("FTE") AND RELATED EXPENSES, SUCH AS TRAINING AND TRAVEL, FOR A JUVENILE OUTREACH SPECIALIST, AND THE PROPOSED ACCEPTANCE OF TWO ADDITIONAL SUBGRANTS IF THEY ARE AWARDED, EACH FOR THE SAME AMOUNT PER YEAR AND FOR THE SAME PURPOSE THROUGH AUGUST 14, 2025, FOR A TOTAL AWARD OF $270,000.

(8:36:35) – Mayor Bagwell introduced the item. Ali Banister, Chief of Juvenile Services, reviewed the Staff Report and accompanying documentation and recommended approval of a Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) subgrant through Partnership Carson City (PCC) to fund a Juvenile Outreach Specialist at $90,000 for January 1, 2023 until August 14, 2023 and requested the acceptance of two potential subgrants for two years at $90,000 per year, until August 14, 2025. Supervisor Giomi thanked Ms. Banister and her staff for pursuing the grant.

(8:38:25) – Supervisor Giomi moved to authorize acceptance of the subgrant in the amount of $90,000 as requested and authorize the acceptance of two additional subgrants from the same source, each for the same amount per year for the next two years if they are awarded and subject to the same grant terms and conditions. Supervisor Horton seconded the motion.

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

11. DISTRICT ATTORNEY

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED SETTLEMENT OF CLAIMS BY THE STATE OF NEVADA AND ITS POLITICAL SUBDIVISIONS, INCLUDING CARSON CITY, AGAINST WALMART INC. CONCERNING OPIOID-RELATED CLAIMS AND THE EXECUTION OF A PROPOSED "SUBDIVISION PARTICIPATION FORM" TO BE INCLUDED IN THE WRITTEN SETTLEMENT AGREEMENT WHICH WILL RESULT IN CARSON CITY RECEIVING APPROXIMATELY $328,343.01 IN ACCORDANCE WITH THE TERMS OF THE SETTLEMENT AGREEMENT AND THE ONE NEVADA AGREEMENT PREVIOUSLY AGREED UPON AMONG THE STATE OF NEVADA AND PARTICIPATING POLITICAL SUBDIVISIONS.

(8:38:54) – Mayor Bagwell introduced the item. Carson City District Attorney Jason Woodbury gave background and reviewed the Staff Report which included the terms of a proposed settlement with Walmart to resolve opioid-related claims by the State of Nevada and its political subdivisions (which includes Carson City), all of which are incorporated into the record. He also recommended approval of the proposed settlement and responded to clarifying questions by the Board. Mayor Bagwell entertained public comments and when none were forthcoming, a motion.

(8:43:01) – Supervisor White moved to approve the settlement as presented and to authorize the Mayor to execute the documents necessary to memorialize Carson City's participation in the settlement. Supervisor Schuette seconded the motion.

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

12. PARKS AND RECREATION

DRAFT

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED ACCEPTANCE OF THE SOUTHERN NEVADA PUBLIC LANDS MANAGEMENT ACT ("SNPLMA") ROUND 18 GRANTS AND COOPERATIVE AGREEMENTS FROM THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF LAND MANAGEMENT, IN THE AMOUNT OF $1,883,875 WITH A $50,000 CASH MATCH FROM Q18 - QUALITY OF LIFE FUNDS FOR THE BUZZY'S RANCH WATER RIGHTS AND WETLAND ENHANCEMENT PROJECT AND $2,403,250 FOR THE CARSON RIVER TRAILS PHASE III - PRISON HILL WEST PROJECT, BOTH EFFECTIVE NOVEMBER 17, 2022 THROUGH NOVEMBER 16, 2027.

(8:43:28) – Mayor Bagwell introduced the item. Trails Coordinator Gregg Berggren presented the Staff Report which included the grant awards and agreement terms, all of which are incorporated into the record. Mayor Bagwell congratulated Staff and entertained public comments. Robyn Orloff praised Staff and the "incredible open space system." She also expressed concern that the trails would be wide and called them "overdone for our conservation easement/open space properties," adding that one mile of the trail would be behind residences on Gentry Lane and believed residents there had not been contacted. Ms. Orloff also stated that she had spoken with the Southern Nevada Public Lands Management Act (SNPLMA) staff and believed they were open to proposed changes. There were no additional comments; therefore, Mayor Bagwell entertained a motion.

(8:49:11) – Supervisor White moved to authorize the acceptance of the grants and cooperative agreements as presented. Supervisor Horton seconded the motion.

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

(8:49:36) – Mayor Bagwell complimented Staff on the Fifth Street to Silver Saddle Ranch trail and noted that it was loved and used by many because it was wide enough for everyone to use. She also noted that she trusted Staff "to make good decisions" on the trail width. The Mayor added that Carson City Fire Chief Sean Slamon had noted that the trail had provided "an unintended fire break." Supervisor Schuette noted her appreciation of the "equitable use aspect" of the trail which had been a large portion of the Trails, Transportation, and Tourism summit she had attended.

13. PUBLIC WORKS

13.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 103, A PROPOSED ORDINANCE REVISING RATES AND FEES FOR USE OF THE CARSON CITY SANITARY LANDFILL.

(8:51:19) – Mayor Bagwell introduced the item. Public Works Director Darren Schulz noted that the only changes made to the Bill were based on the past meeting's discussion and a redline copy was incorporated into the record. He, along with Public Works Operations Manager Rick Cooley, responded to clarifying questions. Mayor Bagwell referenced a public comment received from Carson Demolition and Deputy District Attorney Adam Tully highlighted the following change (included in the Bill) to the Carson City Municipal Code (CCMC) 12.12.48, subsection 1:

1. If the franchisee disposes of solid waste that was not collected in Carson City or in any other manner not in accordance with the exclusive franchise agreement, pay the base fees and supplemental charges set forth in CCMC 12.12.047 for the disposal of solid waste at the landfill.

Mr. Tully further clarified that if the franchisee has collected the waste outside Carson City or even in Carson City "but it's not a franchise service…they're treated like everyone else."

(8:54:06) – Mr. Schulz informed Supervisor Giomi that Construction and Demolition (C&D) waste was not part of the franchise agreement and was considered "open market." Mayor Bagwell entertained public comments and when none were forthcoming, a motion.

(8:57:12) – Supervisor Horton moved to adopt, on second reading, Bill No. 103, Ordinance No. 2023-3 as presented. Supervisor Schuette seconded the motion.

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

14. COMMUNITY DEVELOPMENT - PLANNING

14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM CARSON CITY ("APPLICANT") TO INTRODUCE, ON FIRST READING, A PROPOSED ORDINANCE AMENDING THE ZONING MAP TO CHANGE THE ZONING FROM LIMITED INDUSTRIAL ("LI") AND SINGLE-FAMILY 1 ACRE ("SF1A") TO SINGLE-FAMILY 6,000 ("SF6") FOR ASSESSOR'S PARCEL NUMBER ("APN") 010-061-87; FROM SF1A TO SF6 FOR THE SOUTHERN, APPROXIMATELY 4.5 ACRES OF APN 010-061-84 ADDRESSED AT 1601 FAIRVIEW DRIVE; AND FROM LI TO SF6 FOR THE NORTHERN, APPROXIMATELY 9.7 ACRES OF APN 010-061-76 ADDRESSED AT 1700 COLORADO STREET.

(8:58:08) – Mayor Bagwell introduced the item. Planning Manager Heather Ferris gave background and reviewed the Staff Report which included the proposed Bill and documentation from the actions taken and

recommendations to the Board during the January 25, 2023 Planning Commission meeting, all of which are incorporated into the record. She also responded to clarifying questions by the Board. She informed Supervisor Giomi that the mobile home park residents were properly notified prior to the January Planning Commission meeting.

(9:08:40) – Supervisor Giomi moved to introduce, on first reading, Bill No. 104. Supervisor Schuette seconded the motion.

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

14.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM WILL ADLER ON BEHALF OF GREEN THUMB INDUSTRIES INC. ("APPLICANT") TO INTRODUCE, ON FIRST READING, A PROPOSED ORDINANCE PROVIDING LOCATION REQUIREMENTS FOR MEDICAL MARIJUANA DISPENSARIES AND MARIJUANA RETAIL STORES IN THE RETAIL COMMERCIAL ("RC") USE DISTRICT.

(9:09:08) – Mayor Bagwell introduced the item. Community Development Director Hope Sullivan provided background and reviewed the Staff Report with accompanying documentation, including a proposed zoning code amendment from Green Thumb Industries (GTI), Inc. representative Will Adler, and related public comments, all of which are incorporated into the record. Ms. Sullivan also responded to clarifying questions including noticing requirements for the January 25, 2023 Planning Commission meeting in the Nevada Appeal, the City's website, and the State's website. She further clarified that first-class mail notification had not gone out because "it was not a site-specific application." Discussion ensued regarding the provided maps and Supervisor Schuette believed that part of the proposed sections, Township 15A, Range 20E 07, and 08, were not compatible. Mayor Bagwell clarified that the sections were on packet page 635 and included the areas around Janell Drive and Tiger Drive, (South of Nye Lane, Sections 7 and 8). She believed that the areas were residential and were not compatible and would not be able to make the findings.

(9:21:30) – Supervisor Giomi believed that the 300-foot residential distance limitation should be expanded. Mayor Bagwell responded to a written comment, explaining that no additional marijuana establishments were being proposed and that the City's limit would remain at four dispensaries. Ms. Sullivan explained to Supervisor Giomi that should residences be built near the marijuana establishments at a later date, the use would become non-conforming. Applicant representative Mr. Adler agreed with the Board's comments regarding the non-compatibility of the areas noted by the Board due to the proximity of the residences. He highlighted the community involvement and compliance record of GTI, doing business as Rise, and gave background on their efforts when establishing their current store and believed that the current zoning would "create a cluster" in the

current zoning, and provided examples of how clustering would create community impacts and be known as a "cannabis district." Mr. Adler also responded to clarifying questions noting that some locations could not be leased due to the type of loans held by the property owners. Mayor Bagwell entertained public comments.

(9:40:46) – Patricia Toone referenced agenda items 10.A (grants for at-risk juveniles) and 11.A (opioid-related claims settlement with Walmart) that she believed was in contradiction to this item. She relayed an experience with homelessness and drugs in Sacramento and suggested recruiting medical professionals and businesses that encourage families to Carson City, instead of promoting drug use. George Rooker introduced himself as a North Carson City resident and opposed having a marijuana establishment near his home where many residents walked their dogs. Heather Koche stated that there had been shootings near Carson High School and believed that since marijuana establishments did not use banks, they provided "an open invitation for crime." She also was concerned about traffic and near-misses of vehicle accidents and attributed the increased crime rate to drug use. Mr. Adler acknowledged that one of the accidents had involved his neighbor and clarified that the vehicle accident had involved a texting teenager who had not seen his neighbor. He explained that Rise had served 40,000 unique customers and had not had a police activity at their establishment. Ms. Sullivan clarified that CCMC did not apply to a specific business and that anyone could use the code.

(9:49:50) – Supervisor Schuette inquired about the products sold at cannabis stores. Mr. Adler explained that they are medical and recreational marijuana products and that due to the average age of 42, the sales of vapor products and edibles are higher than the "active flower ingredients." He noted that many CBD products for topical use are also sold. Mr. Adler informed Supervisor White that a comment referencing products with 90 percent THC content were not sold by his client; however, he admitted to a patient's ability to purchase a high concentration of medical THC products for those with end-of-life or severe pain needs. Mayor Bagwell entertained additional discussion regarding zoning.

(9:57:08) – Supervisor Schuette understood the reasons why residents would not want dispensaries in their part of town, calling it a dilemma. She indicated she was in favor of only two stores; however, with the increase in the number of stores, she wished to limit the zoning to Township 15A, Range 20E 05, and 06, north of Nye Lane. Ms. Sullivan received confirmation that the zoning would be limited to the north of Nye Lane and exclude South of Nye Lane. Mayor Bagwell was in agreement with Supervisor Schuette and encouraged the public to address specific locations when they are agendized for a hearing. She also acknowledged that the stores are not allowed to sell to children and hoped parents would not make them available to their children. Supervisor White disagreed with the written comments received which stated that there were no viable locations, and that clustering would be an issue, adding that food establishments are clustered and are doing well. He also explained that he principally would vote against zoning changes outside the Master Plan review. Supervisor Horton noted that he would vote against the item because he would not approve of marijuana or support its use. Mayor Bagwell entertained a motion.

(10:07:53) – Supervisor Giomi moved to deny the application due to the inability to make Finding No. 2 which reads: *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*. Supervisor Horton seconded the motion.

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

15. CITY MANAGER

15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING COORDINATION OF LEGISLATIVE ACTIVITY ON PENDING STATE LEGISLATION BEFORE THE NEVADA LEGISLATURE AND WHETHER TO ADOPT AN OFFICIAL POLICY POSITION OR DIRECT STAFF TO ADVOCATE FOR OR AGAINST ANY SUCH LEGISLATION, INCLUDING THE SUBMITTAL OF PROPOSED AMENDATORY LANGUAGE.

(10:09:16) – Mayor Bagwell introduced the item. Government Affairs Liaison Stephen Wood reviewed each individual bill and entertained Board recommendations. All the bills may be read in their entirety on the Nevada Legislature site: https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bills/List. The following bills were discussed:

- SB54 – Scheduled to be heard on March 2, 2023, at 3:30. Based on an inquiry by Supervisor Giomi, Mr. Hoen explained that he had been following the Bill which concerned elections, and believed it was a manual for the Secretary of State's Office to follow; however, he would determine that after the hearing this afternoon. Supervisor White expressed concern that the Bill did not provide the ability for the public to view the manual and recommended opposing it. Mayor Bagwell wished to wait to take a position after today's hearing.
- SB22 – The electronic publication of notices, has received an amendment from the Nevada Association of Counties (NACO). Mr. Wood recommended supporting it.

(10:17:42) – Supervisor Giomi moved to support SB22 as amended by NACO. Supervisor White seconded the motion.

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

- AB143: Federal Lands Transfer Bill - poses no impact on Carson City but may have a specific impact on Storey County. No action was taken.
- AB95: Makes various changes relating to public office. Mr. Hoen explained that his office had placed a $100,000 fiscal note on the Bill due to the additional staffing requirements for petitions for partisan and non-partisan office candidates. He explained that all the testifying counties were opposed to the Bill. Mr. Wood offered to monitor this bill.
- AB104: Revises provisions governing the submission of legislative measures for city charters. Mr. Wood recommended supporting the Bill which was scheduled to be heard this afternoon.

(10:27:07) – Supervisor Giomi moved to support AB104. Supervisor Schuette seconded the motion.

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

- AB60: Revises provisions governing local improvements. Mr. Wood recommended supporting the Bill, adding that it was a League of Cities bill.

(10:28:36) – Mayor Bagwell moved to support AB60. Supervisor White seconded the motion.

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

- SB11: Requires the Department of Public Safety to adopt regulations authorizing a public agency to use unmanned aerial vehicles for certain purposes. Supervisor White was informed that the drones must adhere to Department of Public Safety and FAA standards. Supervisor Giomi wished to ensure property owner notification prior to inspections. Mr. Wood offered to monitor the Bill.

- AB20: Revises provisions relating to water. Mr. Wood recommended supporting the Bill.

(10:37:29) – Supervisor Giomi moved to support AB20. Supervisor White seconded the motion.

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

- SB16: Revises various provisions of the Charter of Carson City. Mr. Wood explained that the hearing had gone well, and that Staff would provide further clarification to the Committee as needed.

16. 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

(10:39:33) – Mayor Bagwell introduced the item. Ms. Paulson thanked the Public Works Department for clearing out the snow yet again.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL.

(10:40:21) – Mayor Bagwell announced that this item would take place after the adjournment of the Board of Health meeting, and that Supervisor Horton would not participate.

17. PUBLIC COMMENT

(10:40:40) – Mayor Bagwell entertained final public comments; however, none were forthcoming.

18. FOR POSSIBLE ACTION: TO ADJOURN THE BOARD OF SUPERVISORS

(10:41:08) – Mayor Bagwell adjourned the Board of Supervisors meeting at 10:41 a.m.

BOARD OF HEALTH

DRAFT

19. CALL TO ORDER - BOARD OF HEALTH

(10:51:19) – Vice Chair Giomi called the meeting to order.

20. ROLL CALL

(10:51:21) – Mr. Hoen called roll and noted the presence of a quorum consisting of Vice Chair Stacey Giomi, Member Lori Bagwell, Member Ken Furlong, Member Curtis Horton, Member Lisa Schuette, and Member Maurice White. Chair Colleen Lyons was absent.

21. PUBLIC COMMENT

(10:51:46) – Vice Chair Giomi entertained public comments; however, none were forthcoming.

22. FOR POSSIBLE ACTION: APPROVAL OF MINUTES -DECEMBER 15, 2022

(10:51:52) – Vice Chair Giomi introduced the item and entertained comments, corrections, and/or a motion.

(10:52:02) – Member Bagwell moved to approve the minutes of the December 15, 2022 Board of Health meeting minutes as presented. The motion was seconded by Member White and carried 6-0-0.

23. HEALTH AND HUMAN SERVICES

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

(10:52:18) – Vice Chair Giomi introduced the item and entertained comments or questions regarding the report which is incorporated into the record. When none were forthcoming, he entertained a motion.

(10:52:40) – Member Bagwell moved to accept the report as presented. Member Horton seconded the motion.

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

DRAFT

23.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ACCEPTANCE OF THE REPORT OF THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS") DIRECTOR, NICKI AAKER.

(10:52:54) – Vice Chair Giomi introduced the item. Carson City Health and Human Services Director Nicki Aaker reviewed highlights from her comprehensive report which is incorporated into the record. She also responded to clarifying questions. Discussion ensued regarding homelessness and Vice Chair Giomi recommended standardizing the data received from the supporting organizations. Member Bagwell recommended checking with those receiving housing to ensure they will accept the housing that will be provided to them. Member Schuette wished to also understand whether the recipients are willing to retain the housing as well. Vice Chair Giomi entertained additional comments and when none were forthcoming, a motion.

(11:09:45) – Member White moved to accept the Director's report as presented. Member Schuette seconded the motion.

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

23.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE THIRD COMMUNITY HEALTH NEEDS ASSESSMENT ("CHNA") OF THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS") AND A PROCESS BY WHICH TO CONVENE A STAKEHOLDER GROUP TO REVIEW THE CHNA DATA AND FINDINGS FOR THE PURPOSE OF CREATING A COMMUNITY HEALTH IMPROVEMENT PLAN ("CHIP").

(11:09:55) – Vice Chair Giomi introduced the item. CCHHS Deputy Director Jeanne Freeman gave background and presented the third Quad-County Regional Community Health Needs Assessment, incorporated into the record, thanked all the participants, and responded to clarifying questions. Discussion ensued regarding the Community Health Improvement Plan (CHIP) and Vice Chair Giomi suggested going through the Strategic Plan and highlighting its priorities that fall into the CHIP as an initial step. Member Schuette highlighted the lack of support in "wrap-around services" such as finding a way to get home when seeking care in Carson City. Member Bagwell recommended providing Spanish-speaking assistance, such as phone tree navigation, for mental healthcare patients as well. Vice Chair Giomi recommended informing people about programs such as Jump Around Carson (JAC) Assist as a benefit. Member Bagwell explained that during a previous Regional Transportation Commission meeting a commenter had highlighted that the place to obtain discounted JAC tickets was outside the regular bus route. She recommended working with the Transportation Manager to facilitate that process and provide a single point of contact for services. Ms. Freeman acknowledged the importance of making the services accessible to those who need them. No action was taken on this item.

DRAFT

24. PUBLIC COMMENT

(11:46:12) – Vice Chair Giomi entertained public comments; however, none were forthcoming.

25. FOR POSSIBLE ACTION: TO ADJOURN

(11:46:19) – Vice Chair Giomi adjourned the Board of Health meeting at 11:46 p.m.

The Minutes of the March 2, 2023 Carson City Board of Supervisors and Board of Health meetings are so approved on this 6th day of April, 2023.

_____
LORI BAGWELL, Mayor

ATTEST:

_____
SCOTT HOEN, Clerk-Recorder

PROCLAMATION

National Child Abuse Prevention Month

April 2023

WHEREAS, Nevada's Children are one of the most precious resources in our state and provide the hope for a brighter tomorrow in Nevada; and

WHEREAS, protecting children is everyone's business and everyone can promote the support of safe healthy families in our community through partnering to protect children; and

WHEREAS, child abuse is a community issue and finding solutions depends on involvement and partnerships among people throughout the community; and

WHEREAS, effective child abuse prevention succeeds because of partnerships created between parents, practitioners, schools, faith communities, healthcare organizations, law enforcement agencies, community leaders, politicians, and the business community; and

WHEREAS, all citizens need to be more aware of child abuse and neglect and its prevention within the community, and be involved in supporting parents to raise their children in a safe, nurturing society; and

WHEREAS, public awareness and prevention regarding child abuse and neglect remains the best defense for our children and families.

NOW, THEREFORE, I, Lori Bagwell, Mayor of Carson City, Nevada, on behalf of the Board of Supervisors do hereby proclaim the month of April 2023 **"Child Abuse Prevention Month"** and encourage all citizens, community agencies, religious organizations, medical facilities, and businesses to partner in efforts to prevent child abuse, thereby strengthening the community in which we live.

Dated this 1st day of April 2023

Lori Bagwell

Lori Bagwell, Mayor

Agenda Item No: 7.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Emily Toups

Agenda Title: Presentation regarding the 2023 Carson City Clerk's Office "I Voted" Sticker Design Contest.

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

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Proposed Motion
N/A

Board's Strategic Goal
N/A

Previous Action
N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Election Costs
1010216-500305

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Included in the budget annually for all election cycles.

Alternatives

Attachments:
I Voted .pptx

Board Action Taken:
Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

_____

_____

_____

_____

_____

(Vote Recorded By)

I Voted Sticker Contest 2023

Carson City Clerk's Office

Election Department

Emily Toups

April 6th, 2023

Current Sticker



- In 2019 The Elections Department had an “I Voted” Sticker competition open to Carson High School students
- Designed by Victor Clavel
- A 2019 Carson Highschool Graduate

The Contest

- The Carson City Elections Department is excited to announce our “I Voted” Sticker Design Contest.
- The winning design will be used during the 2024 Election Cycle: February Presidential Preference Primary, June Primary, and November General Election.
- Stickers will be given to voters at the polling location during Early Voting and Election Day as well as at mail ballot drop box locations.

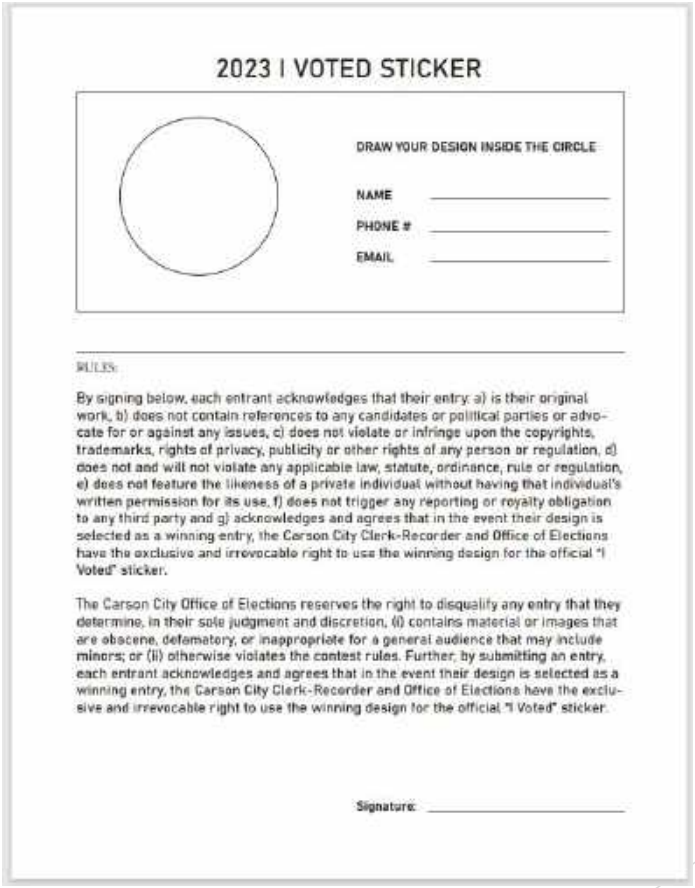
Eligibility

- The contest is open to Carson City residents of all ages.

How to Enter

- Participants must agree to the official contest rules and submit their design by completing an "I Voted" Sticker Design Contest entry form.
- The contest will open today, April 6th and will close at the end of the business day on May 5th.
- Participants can pick up the entry form at our office, the Carson City Library, City Hall, or online at carson.org/elections.

Submission Form



2023 I VOTED STICKER

DRAW YOUR DESIGN INSIDE THE CIRCLE

NAME _____

PHONE # _____

EMAIL _____

RULES:

By signing below, each entrant acknowledges that their entry: a) is their original work, b) does not contain references to any candidates or political parties or advocate for or against any issues, c) does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or regulation, d) does not and will not violate any applicable law, statute, ordinance, rule or regulation, e) does not feature the likeness of a private individual without having that individual's written permission for its use, f) does not trigger any reporting or royalty obligation to any third party and g) acknowledges and agrees that in the event their design is selected as a winning entry, the Carson City Clerk-Recorder and Office of Elections have the exclusive and irrevocable right to use the winning design for the official "I Voted" sticker.

The Carson City Office of Elections reserves the right to disqualify any entry that they determine, in their sole judgment and discretion, (i) contains material or images that are obscene, defamatory, or inappropriate for a general audience that may include minors; or (ii) otherwise violates the contest rules. Further, by submitting an entry, each entrant acknowledges and agrees that in the event their design is selected as a winning entry, the Carson City Clerk-Recorder and Office of Elections have the exclusive and irrevocable right to use the winning design for the official "I Voted" sticker.

Signature: _____

Contest Rules

- Must be original work
- Cannot contain references to any candidates or political parties or advocate for or against any issue
- Cannot violate or infringe upon the copyrights, trademarks rights of privacy, publicity, or other rights of any person or regulation
- Cannot feature the likeness of a private individual without having that individual's written permission for its use
- Cannot trigger any reporting or royalty obligation to any third party

Selection Process

- The Elections Department will narrow down entries to five finalists, and the winner will be chosen by the Board of Supervisors at their June 15th meeting.
- Our office will reach out to the winner once selected and the design will be used for the 2024 Election Cycle.

Thank you

Our office looks forward to all the creative designs our community comes up with!

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Corey Jenkins, Airport Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed 50-year lease agreement ("Lease") between Carson City and the Carson City Airport Authority ("Airport Authority"), together as landlord, and High Sierra Pilots, LLC doing business as Stew's Aero Services ("Stew's Aero"), as tenant, to rent approximately 24,990 square feet of land, including a 10,000 square foot hangar, Assessor's Parcel Number ("APN") 005-011-94, for a base rent of $79,200.00 per year, subject to adjustments. (Corey Jenkins, cjenkins@flycarsoncity.com and Steven E. Tackes, Esq., stackes@kcnvlaw.com)

Staff Summary: On March 15, 2023, the Airport Authority approved the proposed Lease. The Airport Authority Act for Carson City requires the Lease to also be approved by the Board of Supervisors. The rental rate is $0.48 per square foot annually for the ground and $72,000.00 annually for the hangar building, which is the independently appraised rental value for the ground and hangar building, as required by NRS 496.080(3).

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

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Proposed Motion
I move to approve the Lease.

Board's Strategic Goal
Economic Development

Previous Action
March 15, 2023 (Item G2): The Airport Authority approved the Lease.

Background/Issues & Analysis
The Airport Authority Act for Carson City requires that leases of airport land be approved by both the Airport Authority and the Board of Supervisors.

As part of the Airport Authority's economic development plan, the land and hangar to be leased was appraised and offered for the limited purpose of Fixed Based Operator. Stew's Aero proposes to use the Lease primarily to operate an aircraft repair business, or some other Fixed Base Operator service permitted under Carson City Municipal Cody 19.02.020.350(5). The premises at issue is approximately 24,990 square feet of land, total, including a 10,000 square foot hangar.

Pursuant to NRS 496.080(3), municipal airport leases may be based on an independent appraisal conducted within six months of the lease. An appraisal was completed by Johnson/Perkins/Griffin (MAI appraisers) on October 21, 2022, and resulted in an appraised value of not less than $0.48 per square foot annually for the ground (approximately 14,990 square feet, for $7,195.20 annually) and $72,000.00 annually for the hangar

building, for a total appraised lease value of $79,195.20. Therefore, the Lease's proposed rental rate of $79,200 annually is at or above the fair market value fixed by an independent appraisal.

Applicable Statute, Code, Policy, Rule or Regulation
The Airport Authority Act for Carson City, 1989 Nev. Stat. ch. 844, § 9(2)(b); NRS 496.080(3)

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: This Lease will generate revenue for the Airport Authority only; it will have no fiscal impact on the City.

Alternatives
Do not approve the Lease and/or provide alternative direction to the Airport Authority and staff.

Attachments:
2023 04 06 Stew's Aero Lease CCAA Signatures.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

APN 005-011-94

Lessee/ tax statements to:
High Sierra Pilots, LLC dba
Stew's Aero Services
PO Box 5048
Incline Village, NV 89450

The Tenant and Landlord hereto affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 15 day of March, 2023, between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "City" or "Carson City" (property owner) and the Carson City Airport Authority, an Airport operator per NRS 844 hereinafter referred to as "Airport Authority" (and together with City, "Landlord"), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706 (email to: manager@flycarsoncity.com), and High Sierra Pilots, LLC, a Nevada limited liability company, doing business as Stew's Aero Services ("Tenant"), whose address is PO Box 5048, Incline Village, NV 89450 (email to: bryan@stewsaero.com).

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter a lease as regards certain premises which include an existing hangar for use as a Fixed Based Operator under Title 19 of the Carson City Municipal Code, primarily for aircraft repair but also for the other permitted FBO uses; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport ("Airport"); and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located on the Airport property, within the east one half (1/2) of section four (4) Township 15, North, Range 20 East, MDM, Carson City, Nevada, on the east side of the north ramp area of the Airport, (former Shadetree Aviation lease; Doc. No. 449913 recorded Dec 24, 2014 with the Carson

City Recorder) as depicted in the ramp diagram attached hereto, and as fully described on Exhibit A ("Legal Description") to this lease, with the appurtenant rights included in Paragraph 8. The area is comprised of approximately 24,990 sq ft. of developed property.

2. TERM. The term shall be fifty (50) years from the date of execution hereunder.

3. BASE RENT. Tenant shall pay to Landlord $79,200 per year ($6,600 per month); calculated as $3.1682 per square foot per year (upon lease approval; to be paid on the first of the month following Board of Supervisor approval of the lease). Rent shall be payable monthly with payments due on the first day of each month. Tenant shall be responsible for the maintenance of the paving of ramp areas within the leasehold boundaries.

A. The rental rate includes payment for utilities infrastructure fees to utilize the utility plant previously installed on the Airport at the expense of the Airport Authority, but does not include hookup fees, if any, assessed by the Carson City Utility Department.

B. Tenant shall maintain, at Tenant's cost, utilities infrastructure in conformance with the engineering design and prior installation approved by the Airport Authority for this area.

C. Tenant to reimburse Landlord for the appraisal cost of $2,500.00.

4. ADJUSTMENTS TO BASE RENT.

A. ~~CONSUMER PRICE INDEX~~ ADJUSTMENT. An adjustment of the rental and fees described above shall occur first on January 1, 2025, then at two-year anniversary intervals from January 1, 2025, during the term of this Lease. Such adjustment of rental shall be 2% at each two-year anniversary.

B. MARKET TO MARKET LAND APPRAISAL. On January 1, 2038 (year 15), and thereafter at each 10-year anniversary of the lease term, the rent rate shall be adjusted to the appraised rate as determined by an MAI certified appraiser, selected from the Carson City Board of Supervisors' approved list of appraisers. Landlord and Tenant shall share equally the expense of such appraisals.

5. IMPROVEMENTS. Tenant accepts the existing improvement, including but not limited to the existing hangar, in as-is condition. In the event that Tenant proposed or later chooses to undertake construction on the premises, said construction project shall be submitted to the Landlord for approval. Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code, including but not limited to, expending funds for maintenance on the property, pavement and improvements, at an effective rate

of at least $0.03/sqft/yr averaged over a 10-year period. Tenant shall provide Landlord with an exterior and pavement maintenance plan and shall abide by the plan. Upon each 10-year anniversary of January 1, 2023, the Tenant shall report on its improvements to, and maintenance on, the leasehold made during the 10-year period. Upon request of Landlord, Tenant shall provide supporting documentation of such Tenant expenditures to ensure that the facility is being maintained in the same fashion (i.e. the same, good condition as when improvement construction was completed, normal wear and tear excepted). Such maintenance shall include, as a minimum, adequate care of the Tenant pavement such that the pavement remains no lower than a fair rating (i.e. PCI 58-74). Failure to maintain leasehold improvements at or above these standards shall be treated as a breach of this lease.

6. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to pay rent when due if the failure continues for ten (10) days after notice has been given to Tenant.

B. Abandonment and vacation of the premises. Failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation, except to the extent such non-use is within the construction schedule.

C. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this lease, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

E. Filing a petition of voluntary or involuntary bankruptcy regarding Tenant.

F. The making by the Tenant of any general assignment for the benefit of creditors.

G. Violation of any of the standards, rules, and regulations set forth in CCMC Title 19, Appendix A of this lease, or Exhibit B (construction not required but if performed) to this lease, or failure to maintain current licenses required for the permitted operation.

H. Failure to provide or maintain the required certificates of insurance.

I. Failure to complete construction of the facilities as required by this lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this lease under this subsection at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

Notices given under this paragraph must specify the alleged default, the applicable lease provision(s), and must demand that Tenant cure its default and perform the provisions of this lease or pay the rent that is in arrears, within the applicable period of time, or quit the premises. Unless a different period to cure a default is specified in this lease, any notice of default from Landlord to the Tenant shall provide Tenant ten (10) days to cure its default, if the default is one that can be cured, or quit the premises. No such notice will be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

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

7. REMEDIES. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative to any remedies now or later allowed by law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord deems appropriate. Any amount paid, or expense or liability incurred, by the Landlord for the account of Tenant may be deemed to be additional charges, and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. Tenant's right to possession not terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession. Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises. Reletting can be for a period shorter or longer than the remaining term of this lease. In the event of reletting, Tenant shall

still pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting.

If Landlord elects to relet the premises as provided in this paragraph, rent that Landlord receives from a third party upon reletting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including maintenance, incurred by Landlord in reletting;

Third, rent due and unpaid under this lease, after deducting the payments referred to in this paragraph. Any sum remaining from the rent Landlord received from reletting shall be held by Landlord and applied for payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from reletting is less than the rent due on the date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs including for maintenance Landlord incurred in reletting, that remain after applying the rent received from the reletting as provided in this paragraph.

C. Termination of Tenant's right to possession. Landlord can terminate Tenant's right to possession of the premises at any time after default. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant the unpaid rent that had been earned at the time of termination of this lease, and any other amount, including court costs, necessary to compensate Landlord for all detriments proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises for FBO operations as described in the Carson City Municipal Code 19.02.020.350(5), and must provide at least one of those services. Tenant will provide aircraft maintenance services and such provision will satisfy said obligation.

Tenant is expressly prohibited from conducting any activity at the Airport other than that provided by this lease or as may be approved by Landlord.

Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses permitted under this lease and other leases on this Airport. Landlord's decision shall be final as to claims of conflict over interfering uses. No person may live in, or otherwise inhabit, any hangars constructed on the property leased.

All aircraft owned by the Tenant and stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 consecutive days. Tenant shall supply Landlord with evidence of the registration and taxation information for aircraft stored on the leased premises on the two-year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager or required by the Hangar Use Ordinance, or other applicable law or policy.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the leased premises and a nonexclusive right to use the taxiways between the leased premises and the Airport's runway. Tenant shall be responsible for, and control the access to, the leased premises. Tenant is responsible for determining whether the designated taxilane access is sufficient for its needs. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, and/or access plans, and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA), or the State of Nevada. To the extent that the Airport utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions, and charges as other Airport users.

C. Right of Entry. Landlord, or its designated Airport Manager or agent, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection deemed expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this lease.

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to

airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. All exemptions or applications must have the prior approval of Landlord and comply with the Carson City Municipal Code Title 19, Airport Rules and Regulations.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that Tenant shall comply with all Federal Aviation Regulations (FARs) applicable to Tenant's operations on the premises. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the assurances Landlord granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

a. Title 49, USC, subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
s. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
u. Copeland Anti kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252)..
aa. Such Federal Regulations and Executive Orders as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at https://www.faa.gov/airports/aip/grant_assurances/ or such updated listing at the official website maintained by the FAA.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration, covenants and agrees as a covenant running with the land that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

4. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users and it must charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach of this lease and in the event of such noncompliance, the Landlord shall have the right to terminate this lease without liability, or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person or entity to render accommodations and/or services to the public on the leased premises.

7. If the conduct of business is permitted on the premises, the Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

8. The Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, or maintenance of the Airport.

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises to a height more than ten (10) feet above the highest part of Tenant's building. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

14. The Tenant, by accepting this lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the leased premises and to abate the interference at the expense of the Tenant.

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within

the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

F. Tenant assures complete compliance with the Carson City Airport Rules and Regulations upon leased premises.

9. ASSIGNMENT AND SUBLEASING. Tenant shall have no right to assign or sublet its interest in this lease except upon Landlord's prior written consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

The parties agree that a transfer of corporate interests in Tenant exceeding twenty-five percent (25%) shall be deemed an assignment of this lease. The term "corporate interests" shall include corporate ownership, or the ownership of any partnership, trust, Limited Liability Company, and other entity for ownership by more than one person permitted by law.

The Landlord reserves the right to assign, pledge, or hypothecate this lease upon notice to the Tenant.

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at its own cost, commercial general insurance coverage in the amount of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) aggregate, the category to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage, including owned and non-owned aircraft, for any claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Airport.

2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.

3. Fire and extended coverage and vandalism and malicious mischief insurance, for damage or destruction of real property or leasehold

improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

B. Workers' Compensation & Employer's Liability Insurance. In addition, to the extent required by law, Tenant shall provide workers' compensation insurance as required by NRS Chapters 616A through 617 inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

C. Insured Includes. Both Airport Authority and Carson City, individually, must be named as additional insureds and the insurance carrier underwriting such coverage must give the Landlord thirty (30) days written notice prior to cancellation of, or material alteration to, the insurance policy.

Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or policies shall be maintained in full force and effect during the term of the lease, including and renewals or extensions of this lease.

D. Review of Insurance coverage. Landlord reserves the right, every five years, to review and adjust the amount and kind of insurance coverage required.

E. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this lease, until the time Tenant surrenders the premises.

11. INDEMNIFICATION. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Landlord and Tenant 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 arising in connection to this lease. 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.

Except as otherwise provided below in this Section, 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: (1) a written request for

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

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.

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.

In addition, and as more fully described in Section 12 of this lease, the Tenant further agrees to indemnify, hold harmless and defend Landlord from environmental liability for contamination or damage to the leased premises and any adjacent area to the leased premises related or connected with the occupation or use of the leasehold property.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation on the leased premises in compliance with all applicable environmental laws and permits. No fuel storage (other than in aircraft fuel tanks of operational aircraft) is permitted on the leased premises. Flammable materials shall be stored in National Fire Code fireproof containers and not to exceed 5 gallons. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

(a) a release of a hazardous substance on or about the leased premises except in strict compliance with applicable environmental laws and permits;

(b) the receipt by the Tenant of an Environmental Notice; or

(c) the receipt by the Tenant of information which indicates that hazardous substances are being used, dissipated, stored, disposed of or introduced into the environmental by anyone in or about the leased premises in a manner other than that authorized under environmental laws.

Tenant will not permit the storage, use, treatment, disposal, or introduction into the environment of hazardous substances in or about the leased premises, except in compliance with applicable

environmental laws. If the Landlord receives information that hazardous substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the leased premises in a manner other than that authorized under environmental laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of hazardous substances in or about the leased premises or traceable to the leased premises. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter the leased premises and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of hazardous substances on or in the leased premises , the Tenant will take all necessary action, at the cost of the Tenant, to restore the leased premises to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and hold harmless Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

(a) a breach by the Tenant of any of the covenants contained in Section 12 of this lease;

(b) the presence of or release of any hazardous substance on or off-site of the leased premises;

(c) any action taken by the Landlord with respect to the existence of any hazardous substance on or off-site of the leased premises; or

(d) any action taken by the Landlord in compliance with any environmental notice with respect to the existence of any hazardous substance on or off-site of the leased premises;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. MAINTENANCE. Landlord is not required to provide any maintenance, repairs, removal, and construction of the gross area leased or of buildings or facilities accepted or erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, sewer, trash and other utility charges used or incurred in or about the lease premises.

Tenant shall maintain all leased areas, salvage and rehabilitation areas, displays, storage areas, landscaping, pavement, facilities, and structures in a state of repair and good appearance acceptable to the Landlord. Landlord shall have sole discretion in interpreting and enforcing all Federal, State, and local rules, regulations, codes, and ordinances in determining what is, or is not, acceptable. No parking of vehicles, trailers or Tenant property shall be outside of the hangar, nor blocking any taxilane, except that vehicles will be parked immediately in front of hangar door if such can be done without obstructing any taxilane, taxiway or public use area, or in designated parking areas.

Landlord may require Tenant to perform all necessary maintenance, repairs, removal, construction or cleaning/clearing of unsightly areas upon the leased premises. In the event such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas is not undertaken as required, Landlord may perform such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas on behalf of Tenant, and at Tenant's expense, plus ten percent (10%) for administration.

14. TAX OBLIGATION. Tenant shall pay all taxes and assessments against any buildings or other structures and improvements used by Tenant in its operations, and if imposed at any future date, any and all real property taxes assessed against the land leased from Landlord, including any possessory interest taxes.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall remove at his cost all buildings and improvements upon termination of this lease and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on expiration of lease period, or upon termination of this lease, to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

16. REPORTING. Anything that affects the safe and efficient operation of the Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the Airport Authority for consideration.

18. GENERAL. It is understood and agreed that each and all the terms of this lease are subject to the regulations and provisions of law applicable to the operation of the Airport as a Federal Aid Airport Project. If any provision of this lease is invalid, the other provisions of this lease which are valid shall remain in effect, and this lease will be re-negotiated to comply with the requirements of the applicable laws and regulations. In the event that negotiation attempts are unsuccessful, either party may petition the First Judicial District Court, which shall then be entitled to establish such replacement provisions or issue such rulings as are just, for the purpose of satisfying the intent of this lease's provisions.

The Tenant agrees to observe and obey during the terms of this lease all laws, rules, and regulations promulgated and enforced by the State of Nevada, Carson City, and by any other proper authority having jurisdiction over the conduct of operations at the Airport.

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this lease for the purpose of, and to the extent necessary, to maintain law, order, and safety, and has the authority and the right to deny access to the Airport for any person who fails to obey all relevant laws, rules, and regulations.

19. NOTICES. It is agreed that any notice to be given or served upon either party shall be sufficient if sent by email; certified mail, postage prepaid, addressed to the address of the party listed at the beginning of this lease; or to such other address as may be designated in writing by such party.

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

21. PROPER AUTHORITY. Landlord and Tenant represent and warrant that the person executing this lease on behalf of each party has full power and authority to enter into this lease. Tenant acknowledges that this lease is effective only for the period of time specified in this lease.

22. GOVERNING LAW / JURISDICTION. This lease and the rights and obligations of the Landlord and Tenant 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. Tenant consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for any dispute arising in relation to this lease.

23. ADDITIONAL CONDITIONS. No construction of new hangars or buildings is required by this lease. If construction is to be done by Tenant, then unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A and Exhibit B (note: timeframes to be determined based on construction plans proposed by Tenant). Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the submissions to Landlord.

24. FORCE MAJEURE. In the event Tenant is unable to operate his aircraft maintenance business on the Leasehold due to any Act of God, war, civil insurrection, riot, earthquake, fire, weather, sickness, accident, epidemic, act of government or government regulation, general or sympathetic strike or lockout, unavailability of labor or materials, or any other cause beyond the control of the Tenant to this lease, the Tenant may terminate the lease upon 2 year anniversaries of January 1, 2023 and must first give 60 days written notice to Landlord.

25. ENTIRE CONTRACT AND MODIFICATION. This lease and its integrated attachment(s) constitute the entire agreement of Landlord and Tenant 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 lease specifically displays a mutual intent to amend a particular part of this lease, general conflicts in language between any such attachment and this lease shall be construed consistent with the terms of this lease. Conflicts in language between this lease and any other agreement between Landlord and Tenant on this same matter shall be construed consistent with the terms of this lease. The parties agree that each has had their respective counsel review this lease which shall be construed as if it was jointly drafted.

TENANT
High Sierra Pilots, LLC dba
Stew's Aero Services

Bryan Stewart, Managing Partner

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA

Michael Golden, CHAIRMAN

ATTEST:

Jon Rogers, TREASURER

STATE OF NEVADA)
: ss
CARSON CITY)

On this 10 day of March, 2023, before me, the undersigned, a Notary Public, personally appeared BRYAN STEWART, Managing Partner of HIGH SIERRA PILOTS, LLC, dba STEW'S AERO SERVICES, known to me (or proved to me) to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC (SEAL)

JANO BARNHURST
Notary Public, State of Nevada
Appointment No. 93-0121-3
My Appt. Expires Jan 1, 2027

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

Approved by the Board of Supervisors this ____ day of _____, 2023.

_____
LORI BAGWELL, Mayor

ATTEST:

_____
CLERK/RECORDER (or Deputy)

CITY'S LEGAL COUNSEL
Approved as to form.

_____
DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

_____
STEVEN E. TACKES, ESQ.

EXHIBIT A –legal description and plot map attached for APN 005-011-94

Exhibit A to Stew's Aero lease

November 10, 2014
BF

EXHIBIT
RESULTANT LEASE PARCEL
CARSON CITYAIRPORT
LOT LINE ADJUSTMENT
LEGAL DESCRIPTION

All of the Remainder Parcel as shown on the Lease Parcel Exhibit for the Carson City Airport Authority and Wickersham, Document Number 6395 Map Number 318 on file at the Carson City Recorder's Office and located within a portion of the East one-half of Section 4, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada:

COMMENCING at the Northwest corner of Lot 41 of the Ormsby County Industrial Airpark subdivision of Carson City as shown and located on Map No. 318, File No. 41674;

THENCE South 00°43'58" West, 290.00 feet;
THENCE North 89°12'35" West, 315.00 feet;
THENCE North 89°12'35" West, 38.55 feet to the **POINT OF BEGINNING;**

THENCE South 00°43'58" West, 129.89 feet;
THENCE South 25°41'44" West, 78.55 feet;
THENCE North 64°18'16" West, 122.73 feet;
THENCE North 00°43'58" East, 149.44 feet;
THENCE South 89°12'35" East, 144.42 feet and the point of beginning.

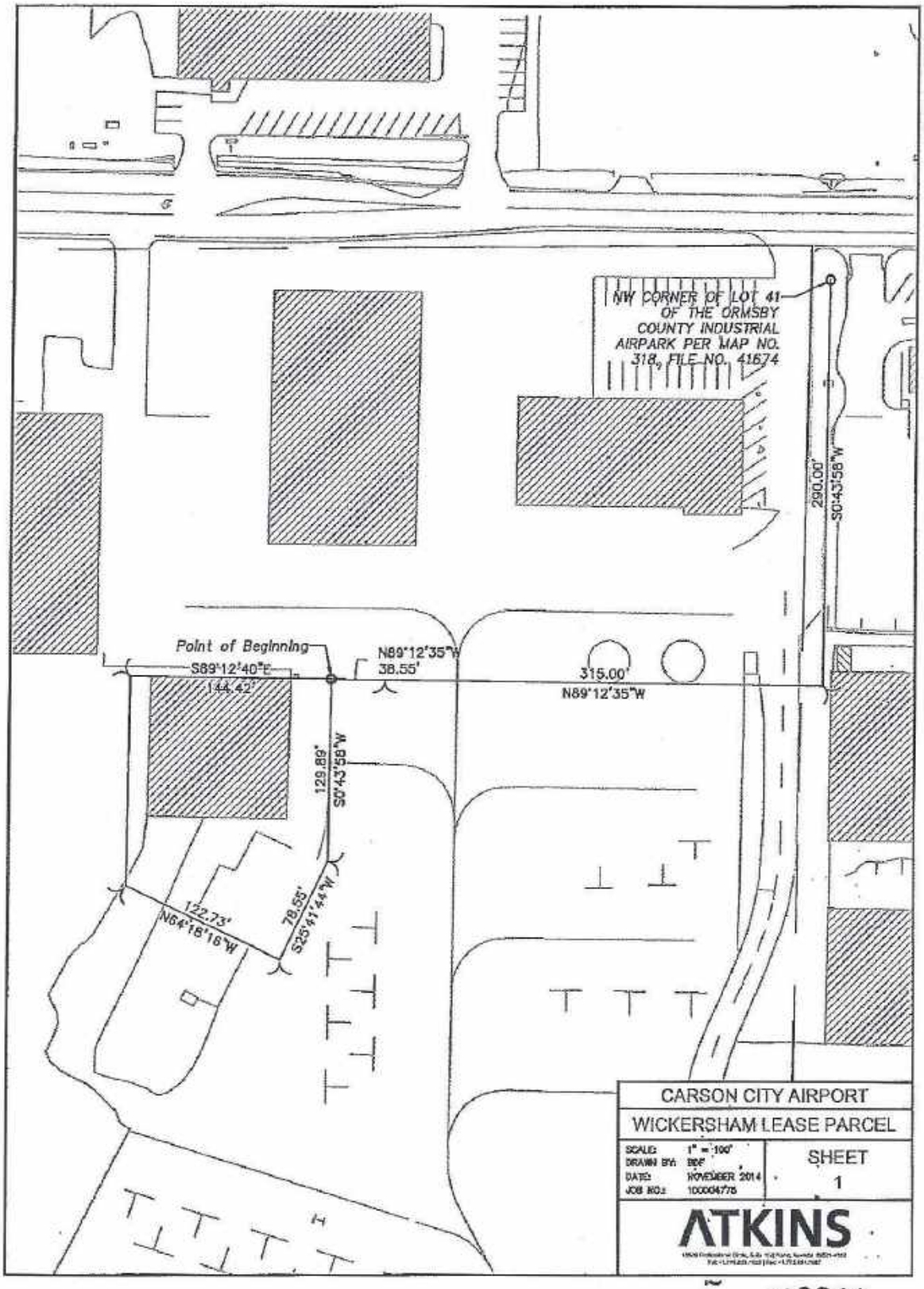
Containing 24,990 square feet, more or less.

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone.

Note:
The above described Legal Description does not create any new parcels. Refer this Legal Description to your title company before incorporating into any legal document.

449913

10509 Professional Circle, Suite 102 Reno, Nevada 89521 Telephone: 775.828.1622 Fax: 775.851.1687


NW CORNER OF LOT 41
OF THE ORMSBY
COUNTY INDUSTRIAL
AIRPARK PER MAP NO.
318, FILE NO. 41674
290.00'
S0°43'58"W
Point of Beginning
S89°12'40"E
144.42'
N89°12'35"W
38.55'
315.00'
N89°12'35"W
129.89'
S0°43'58"W
122.73'
N64°18'16"W
78.55'
S25°41'44"W
CARSON CITY AIRPORT
WICKERSHAM LEASE PARCEL
SCALE: 1" = 100'
DRAWN BY: BDF
DATE: NOVEMBER 2014
JOB NO.: 100004775
SHEET
1
ATKINS

449913

EXHIBIT B

CONSTRUCTION EXHIBITS

If required by any Federal, State, or local agency, the Tenant shall prepare and submit an environmental Phase I audit. All structures erected, and paved areas on the Airport, shall comply with all applicable County and State building, health, and safety regulations, including, if applicable, any other building, fire, sign, electrical, heating, zoning, and plumbing codes. Architectural design of all structures and paving shall be reviewed and approved by the Carson City Airport Authority.

Tenant shall be required to furnish to the Carson City Airport Authority a copy of a contract between Tenant and a licensed contractor. The contract shall be protected by a performance bond to guarantee that the improvements will be completed according to the existing codes and the improvements will be free from any liens. Tenant shall cause any contract with any contractor, designer or other person providing work, labor or materials to the Premises to include the following clause:

> "Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon City-owned property (Airport), and will not file a mechanic's lien or otherwise assert any claim against City's real estate on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold the Airport Authority and City harmless from any liens filed upon City's property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost."

Tenant is obligated to secure all permits that are necessary and required to construct or develop any building, improvements, and additions upon lease parcel.

1. CONSTRUCTION ON PREMISES. Tenant shall comply with all Federal, State, and local laws, ordinances, orders, judgments, decrees, regulations, directives, and requirements now, or which may be, applicable to the construction of improvements on the operations and uses of the premises.

A. Construction Phasing

1. All plans completed and submitted to Landlord and governmental offices for approval within 1 year of the effective date of the lease.

2. All permits obtained for construction within 120 days next following.

3. All construction completed within two years of the effective date of the lease.

B. Failure to Use Property. Failure by Tenant to satisfy the requirements as set forth above may result in default of this Agreement and Landlord may, at its discretion, disallow the use of any, or all, of the premises.

C. Certificate of Completion. Upon completion of the improvements, Tenant shall submit to the Landlord a copy of its acceptance letter certifying completion and a certified copy of any certificate or permit which may be required by any Federal, State, County, or other local government or agency in connection with the completion or occupancy by Tenant. Tenant shall furnish to Landlord a set of reproducible, final "as built" drawings of any and all improvements not later than ninety (90) days following the completion, occupancy, or initial use of such improvements, whichever comes first.

2. TITLE TO IMPROVEMENTS AND FIXTURES. During the term of this lease, all improvements (other than trade fixtures) erected, installed, or constructed by Tenant on the premises shall become part of the land upon which they are erected, or part of the building to which they are affixed, and title to such improvements, facilities, or alterations shall remain with Tenant. "Trade fixtures" shall remain the property of Tenant and that term shall include, but shall not be limited to, personal property, signs used to identify the Tenant's facilities in and about the premises, and all machinery and equipment installed in, placed on, or used in connection with Tenant's operation.

APPENDIX A
CARSON CITY AIRPORT AUTHORITY

DEVELOPMENT/CONSTRUCTION STANDARDS

CODE REQUIREMENTS - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

OUTSIDE STORAGE AREA - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

WATER - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

FIRE HYDRANTS - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

POWER - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

FLOORS - GROUND LEVEL CONCERETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

COLORS - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

DOOR HEIGHT - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLERA SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

NEW CONSTRUCTION - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

LIGHTING - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

PARKING - PARKING SPACES SHAL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGERS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRUCTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

FENCING - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

TRASH - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

Agenda Item No: 8.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Corey Jenkins, Airport Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed assignment ("Assignment") of an existing lease agreement ("Lease") between Carson City and the Carson City Airport Authority ("Airport Authority"), together as landlord ("Landlord"), and Ortiz Bros. Aviation, LLC, Assessor's Parcel Number ("APN") APN 005-091-30, assigning the Lease to the Echo Delta Community Association ("Echo Delta") and acknowledging the assignment of the lease to a common-interest community. (Steve Tackes, kcnvlaw.com & Corey Jenkins, cjenkins@flycarsoncity.com)

Staff Summary: Ortiz Bros. Aviation, LLC, the City and the Airport Authority entered into the Lease in 2021 for a term of 50 years. Shortly after, Ortiz Bros. Aviation, LLC changed its name with the Nevada Secretary of State to Ortiz Bros. Aviation NV, LLC ("Ortiz Bros."). The Assignment would assign the Lease from Ortiz Bros. to Echo Delta, a hangar owners' association, which is permitted by the Lease.

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

---

Proposed Motion
I move to approve the Assignment.

Board's Strategic Goal
Economic Development

Previous Action
March 15, 2023 (Item G1): The Airport Authority approved the Assignment.

June 3, 2021 (Item 13A): The Board of Supervisors approved the Lease.

Background/Issues & Analysis
Section 9 of the Lease allows the lease to be assigned to a hangar owners association:

9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars and such association shall be a single entity responsible to Landlord, but Tenant shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent.

The Assignment document also contains the Landlord's acknowledgement that the Assignment is for the purpose of converting the leased property into a "condominium project" subject to the Echo Delta Declaration, but that the "condominium project is subject to and subordinate to the Lease." The Declaration further provides

that hangar owner rights are subject to the Declaration, the Lease and Title 19 of the Carson City Municipal Code. Section 11.1 of the Declaration expressly provides that "[t]he expiration or termination of the [Lease] will terminate the common interest community established by this Declaration," and "[e]ach Owner accepting a deed or other instrument of conveyance or assignment to a Condominium, expressly acknowledges that he…understands his rights to his Condominium and other rights under this Declaration are subject and subordinate to the [Lease]…." It should be noted that "condominium" in this context is a legal term defined in the Declaration as an interest in the airport hangar and the leased property at the airport.

Applicable Statute, Code, Policy, Rule or Regulation
Airport Authority Act for Carson City, Chapter 844, Statutes of Nevada, 1989

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
Do not approve the proposed Assignment and redirect the matter to the Airport Authority.

Attachments:
1 - 2023 03 14 Ortiz Lease Assignment Ortiz Signature Only.pdf

2 - 2023 03 14 Ortiz CCR.pdf

3 - 2021 06 11 rcd ORTIZ Airport Lease agreement.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

APN: 005-091-30

RECORDING REQUESTED BY AND AFTER RECORDATION MAIL THIS DOCUMENT TO:

Ortiz Bros. Aviation NV, LLC
PO Box 11033
Zephyr Cove, NV 89449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT ("**Assignment**"), made and entered into this ____ day of _____, 2023, between the CARSON CITY AIRPORT AUTHORITY ("**Landlord**"), whose address is 2600 E. College Parkway #6, Carson City, Nevada 89706; ORITZ BROS. AVIATION NV, LLC, a Nevada limited liability company, formerly known as Ortiz Bros. Aviation, LLC ("**Assignor**"), whose address is 111 Sierra Colina, Stateline, Nevada 89449; and ECHO DELTA COMMUNITY ASSOCIATION, a Nevada nonprofit corporation ("**Assignee**"), whose address is 111 Sierra Colina, Stateline, Nevada 89449.

WITNESSETH:

WHEREAS, Assignor, as tenant, holds an Airport Lease Agreement with Landlord, dated May 19, 2021, recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City as Document #521392 ("**Lease**"), covering approximately 64,295 square feet of undeveloped land at the southwest corner of taxiways B and C identified as APN 5-091-30, more particularly described therein ("**Leasehold Property**");

WHEREAS, the Lease permits assignment to a hangar owners association as follows:

9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars and such Association shall be a single entity responsible to Landlord, but shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

WHEREAS, Assignee is a hangar owners association created in conjunction with the conversion of Leasehold Property to a condominium project; and

WHEREAS, Assignor desires to assign its leasehold interest in the Lease to Assignee, and Assignee desires to assume the same.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which ae hereby acknowledged, the parties agree as follows:

1. Assignment. The Lease is hereby assigned to Assignee and Assignee hereby accepts such assignment.

2. Assumption. From and after the date hereof, Assignee agrees to assume, perform and discharge all of the covenants and obligations of Assignor as tenant under the Lease and to be bound by all the terms and conditions of thereof.

3. Landlord's Acknowledgement of Leasehold Condominium Declaration. Landlord hereby acknowledges that this Assignment is for the purpose of converting the Leasehold Property into a condominium project pursuant to that certain Declaration of Condominium Covenants and Restrictions for Echo Delta Community Association executed and recorded by Assignee contemporaneously herewith ("**Condominium Declaration**"). Article XI of the Condominium Declaration discloses to the future condominium owners that the condominium project is subject and subordinate to the Lease and will terminate upon the expiration of the Ground Lease

MADE EFFECTIVE the date first set forth above.

ASSIGNOR:

Ortiz Bros. Aviation NV, LLC,
a Nevada limited liability company

By:_____
Eric Ortiz, Manager

ASSIGNEE:

Echo Delta Community Association,
a Nevada nonprofit corporation

By:_____
Eric Ortiz, President

STATE OF _____)
: ss.
COUNTY OF _____)

ON THE ____ day of November, 2023, before me, the undersigned, a Notary Public, personally appeared Eric Ortiz, who acknowledged to me that he is the Manager of Ortiz Bros. Aviation NV, LLC and the President of Echo Delta Community Association, and, in such capacities, being duly authorized to do so, executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

_____
NOTARY PUBLIC (SEAL)

[Landlord and Board of Supervisors approvals on following page]

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)ss.
County of Los Angeles)

On March 14, 2023 before me, John K. Cho, a Notary Public, personally appeared Eric Ortiz ,

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) ~~acted,~~ executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

JOHN K. CHO
COMM. #2287139
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 2, 2023

FOR NOTARY STAMP

OPTIONAL

Description of the Attached Document Lease Assignment

Number of Pages 03

Document Date n/a

CARSON CITY AIRPORT AUTHORITY:

Approved this ___ day of _____, 2023 pursuant to Notice, meeting and vote:

ATTEST:

_____ _____

STEVE LEWIS, Chairman
CARSON CITY AIRPORT AUTHORITY

CARSON CITY:

Approved by the Board of Supervisors this ____ day of _____, 2023.

_____

LORI BAGWELL, Mayor

ATTEST:

_____

AUBREY ROWLATT, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form.

_____

DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

_____

STEVEN E. TACKES, ESQ.

APN: 005-091-30

RECORDING REQUESTED BY AND AFTER RECORDATION MAIL THIS DOCUMENT TO:

Ortiz Bros. Aviation NV, LLC
c/o Eric Ortiz
P.O. Box 11033
Zephyr Cove, NV 89448

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DECLARATION OF CONDOMINIUM COVENANTS AND RESTRICTIONS FOR ECHO DELTA COMMUNITY ASSOCIATION

(A LEASEHOLD COMMON INTEREST COMMUNITY)

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DECLARATION
OF CONDOMINIUM COVENANTS AND RESTRICTIONS FOR
ECHO DELTA COMMUNITY ASSOCIATION

(A LEASEHOLD COMMON INTEREST COMMUNITY)

THIS DECLARATION OF CONDOMINIUM COVENANTS AND RESTRICTIONS FOR ECHO DELTA COMMUNITY ASSOCIATION ("**Declaration**") is made this _____ day of _____, 2023, by ORTIZ BROS. AVIATION NV, LLC., a Nevada limited liability company ("**Declarant**"), as follows:

RECITALS:

A. Declarant is the owner of a leasehold interest (the "**Lease**" or "**Ground Lease,**" more particularly described in Section 1.21 below) in that certain piece of real property situate in the consolidated municipality of Carson City, State of Nevada and described in **Exhibit A** hereto (the "**Property**").

B. Declarant intends to create a common-interest community within the Property as defined in Chapter 116 of the Nevada Revised Statutes (the "**Act**") and to sell and convey Hangars (below defined) therein subject to (i) the covenants, conditions, restrictions, equitable servitudes and charges set forth herein which establish a general plan of improvement for the benefit of all of the Hangars, (ii) the conditions set forth in the Ground Lease, and (iii) Title 19 of the Carson City Municipal Code (Airport Rules and Regulations). The common-interest community created hereby is a condominium as defined in the Act.

C. Declarant reserves the right to create a maximum of eighteen (18) Hangars within the Project (defined in Section 1.30 below).

D. Declarant further declares that this Declaration establishes nonresidential condominiums, as defined in NRS 116.064, and, pursuant to NRS 116.12075.1(c) of the Act, Declarant elects for the Act not to apply to the Project, except for NRS 116.3116 to 116.31168, inclusive.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner, subject to the declarations, limitations, easements, covenants, conditions and restrictions set forth in this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement and sale of the Property and are further declared to be for the purpose of enhancing, maintaining and protecting the value and attractiveness thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, or as liens, as the case may be, and shall constitute benefits

and burdens to the Declarant and its successors and assigns and to all parties hereafter acquiring or owning any interest in the Property in whatever manner such interest may be obtained.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Article.

1.1 "**Act**" means Chapter 116 of the Nevada Revised Statutes.

1.2 "**Allocated Interest**" means with respect to each Hangar the percentage determined by the formula set forth on **Exhibit B** attached hereto.

1.3 "**Assessments**" shall have the meaning set forth in Article VI.

1.4 "**Articles**" or "**Articles of Incorporation**" means the Articles of Incorporation of the Association.

1.5 "**Association**" means **ECHO DELTA COMMUNITY CONDOMINIUM ASSOCIATION**, a Nevada nonprofit corporation.

1.6 "**Association Property**" means all real and personal property now or hereafter owned by or leased to the Association or in which the Association has a recognizable legal or equitable present or future interest.

1.7 "**Beneficiary**" means a beneficiary under a deed of trust or a mortgage under a mortgage, and/or the assignee of such beneficiary or mortgagee.

1.8 "**Board**" or "**Board of Directors**" means the Board of Directors of the Association.

1.9 "**Bylaws**" means the Bylaws of the Association.

1.10 "**Common Area**" or "**Common Elements**" means the entire Project excepting all Hangars as defined by the Map. In addition, to the extent that taxi lanes and other Improvements to the Common Area, which are necessary to seamlessly connect the Project to adjacent property (such as taxiways), incidentally extend beyond the boundaries of the Project, such Improvements outside the boundaries of the Project shall nonetheless be included in the definition of Common Area.

1.11 "**Common Expenses**" shall have the meaning set forth in Section 6.4.1 hereof.

1.12 "**Condominium**" or "**Condominium Unit**" means an estate in real property consisting of (a) an undivided, exclusive interest in a Hangar, and (b) an undivided fractional

leasehold interest in the Common Area, both of which are limited by the term of the Ground Lease, together with all easements, rights and appurtenances belonging thereto.

1.13 "**Declarant**" means **Ortiz Bros. Aviation NV, LLC**, a Nevada limited liability company. At such time, if any, as Declarant or any successor Declarant transfers its Special Declarant's Rights to a Successor Declarant pursuant to the provisions hereof, Declarant shall mean such Successor Declarant.

1.14 "**Declaration**" or "**this Declaration**" means this instrument entitled "Declaration of Condominium Covenants and Restrictions for Echo Delta Community Association," and any and all amendments thereto.

1.15 "**Deed of Trust**" means a deed of trust or a mortgage encumbering any portion or all of the Property.

1.16 "**Eligible Insurer**" means an insurer or guarantor of a First Deed of Trust that has requested notification pursuant to the provision of Sections 9.5 and 12.5 hereof.

1.17 "**Eligible Mortgage Holder**" means the holder of a First Deed of Trust that has requested notification pursuant to the provisions of Sections 9.5 and 12.5 hereof.

1.18 "**Map**" means the Legal Description and Site Map attached hereto and incorporated herein as **Exhibit A**; provided, however, that the Map is subject to modification by the Final Subdivision Maps (defined in Section 10.3).

1.19 "**First Deed of Trust**" means a deed of trust having priority over all other deeds of trust encumbering the same portion of the Property.

1.20 "**Foreclosure**" means a foreclosure under a deed of trust by judicial action or exercise of power of sale.

1.21 "**Ground Lease**" means that certain Carson City Airport Lease Agreement dated May 19, 2021, by and between **Carson City and Carson City Airport Authority**, as landlord, and **Ortiz Bros. Aviation NV, LLC.**, formerly known as Ortiz Bros. Aviation, LLC, as tenant, recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City as Document No. 521392. Contemporaneously herewith, the rights of the tenant under the Ground Lease have been or will be assigned to the Association ("**Lease Assignment**") and such assignment will be recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City. Copies of the Lease Agreement and the Lease Assignment are (or will be) on file with the Carson City Airport Authority.

1.22 "**Hangar**" means a physical portion of the Project designated for separate leasehold occupancy, the boundaries of which are described in Article III of this Declaration.

1.23 "**Improvements**" means all structures and works of improvement of every type and kind, including, but not limited to, buildings, hangars, outbuildings, roads, taxiways and ramps, driveways, parking areas, fences, screening walls, retaining walls, stairs, landscaping, sprinklers, hedges, windbreaks, planting, planted trees, shrubs, poles, signs, freestanding lighting fixtures, exterior air conditioning and water softener fixtures or equipment, which have been or will be constructed on the Project.

1.24 "**Limited Common Area**" or "**Limited Common Elements**" means those portions of the Common Area allocated by this Declaration, the Final Map, the Plans or by operation of subsection (2) or (4) of NRS 116.2102 for the exclusive use of one or more but fewer than all of the Hangars. Without limiting the foregoing, the Limited Common Elements shall include any and all water, sewer, natural gas, telephone and cable television pipes, lines or cables, constructed or installed by Declarant, contained within or providing exclusive service to any Hangar or Hangars intended for the exclusive use of such Hangar or Hangars. Any such water, sewer, natural gas, telephone and cable television pipes, lines or cables contained within or providing exclusive service to a Hangar or Hangars as aforesaid, shall, without further reference thereto, as identified on the Map, be used in connection with such Hangar or Hangars to the exclusion of the use thereof by the other Owners except by invitation. Each Owner shall have the right to connect his Hangar to the water, sewer, natural gas, telephone and cable television pipes, lines or cables serving the Project, provided it gives the Association sufficient prior written notice of such request to enable the Association to exercise its rights to connect such Hangar to the utility. Notwithstanding anything to the contrary, all taxi lanes in the Project, regardless of which Hangars utilize such taxi lanes, shall constitute Common Area rather than Limited Common Area and the cost of maintaining the same shall be included within the Annual Assessments as a Common Expense shared among all Hangars.

1.25 "**Manager**" means the person or entity, if any, designated by the Board to manage the affairs of the Association and to perform various other duties assigned by the Board and by the provisions of this Declaration.

1.26 "**Member**" or "**Association Member**" means every person or entity, including Declarant, who holds a membership in the Association pursuant to the provisions of this Declaration, the Articles and the Bylaws.

1.27 "**Owner**" means a person or entity, including Declarant, holding an Ownership Interest in a Hangar, or who is the buyer of a Hangar under a recorded contract of sale, in which case the seller under such recorded contract of sale shall cease to be an Owner unless and until such contract is terminated. Declarant is the initial Owner of each and every Condominium Unit created by this Declaration.

1.28 "**Ownership Interest**". Since the Property is subject to the Ground Lease, any reference in this Declaration to the "ownership interest" or the "ownership" of an Owner shall mean all right, title and interest owned and conveyed by Declarant to such owner or the Association specifically subject to the terms and conditions of the Ground Lease. Ownership in and to the Property is a leasehold interest. Therefore, any Hangar or other interest in the Project

sold by Declarant to an Owner will be subject to Declarant's leasehold interest in and to the Property. Any and all fixtures and improvements placed or constructed on the Property by Declarant, the Association or Owner shall be specifically subject to the terms and conditions of the Ground Lease relating thereto.

1.29 "**Plans**" means those items set forth in NRS 116.2109(4) including drawings of Improvements which are filed with agencies which issue permits for the Project, and which are by this reference incorporated herein.

1.30 "**Project**" means the Property, together with the Hangars and all Improvements now or hereafter located thereon and together with all easements, rights and appurtenances belonging thereto. Declarant intends to construct the Project in two (2) phases: (a) the first phase is the building depicted as "Building 2" on **Exhibit A**, comprised of six (6) Hangars (Units "A" through "F") and all Improvements associated therewith, and (b) the second phase is the building depicted as "Future Building 3" on **Exhibit A** and all Improvements associated therewith, provided the actual confirmation of Future Building 3 and the number of Hangars therein shall be determined by Declarant pursuant to Article X hereof.

1.31 "**Property**" shall mean and refer to the leasehold interest granted by the Ground Lease in and to that certain real property described in **Exhibit A**.

1.32 "**Rules and Regulations**" means such rules and regulations as the Board from time to time may adopt pursuant to the terms of this Declaration concerning the use of the Project or any part thereof.

1.33 "**Special Declarant's Rights**" means all rights reserved by Declarant for itself under this Declaration which are personal to Declarant and may be exercised only by Declarant, including, but not limited to, those set forth in Article X hereof.

1.34 "**Successor Declarant**" means any and all successors in interest of Declarant who acquire an interest in the Property, or any portion thereof, and to whom Special Declarant's Rights have been assigned by a written assignment executed by the transferor Declarant and the transferee Successor Declarant which is duly recorded in the office of the County Recorder of the consolidated municipality of Carson City, Nevada. Declarant and each Successor Declarant shall cease to be the Declarant or a Successor Declarant, respectively, at such time that it ceases to own an interest in any portion of the Property and designates a Successor Declarant in the manner provided in this Section 1.34.

ARTICLE II
DESCRIPTION OF PROPERTY RIGHTS AND OBLIGATIONS, COMMON INTERESTS, RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Condominium. Ownership of each Condominium Unit within the Project shall include an undivided, exclusive interest in a Hangar, an undivided fractional leasehold interest as a tenant in common in the Common Area in an amount equal to the

Allocated Interest for such Hangar, an exclusive right to use that portion of the Common Area designated as Limited Common Element on the Map or the Plans and being appurtenant to such Hangar, and a membership in the Association.

2.2 Non-Severability of Component Parts of Condominium. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be severed from any other part during the period of condominium ownership prescribed herein, so that each Hangar and the undivided interest in the Common Area appurtenant to such Hangar shall always be conveyed, devised, leased, encumbered and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, lease or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration. Further, the Common Area shall be owned in common by all Owners of Condominiums; and no Owner may bring any action for partition thereof except as herein provided.

2.3 Ownership of Common Area. Each transfer of a Hangar to an Owner includes a transfer and conveyance of an undivided fractional leasehold interest in all of the Common Area in the Project at the time of the conveyance to each such Owner of a Hangar in an amount equal to the Allocated Interest for such Hangar.

2.4 Encumbrances Against Common Area. Title to the Common Area is or may be subject to the following encumbrances ("**Existing Encumbrances**"):

(a) The lien of real property taxes and assessments;

(b) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Nevada, the consolidated municipality of Carson City, the Carson City Airport Authority, or any other political subdivision or public organization having jurisdiction over the Property, or by virtue of any organization or political body created pursuant to any such statute, law, ordinance or regulation;

(c) Any and all easements and other rights shown on the Map;

(d) All easements and other rights and obligations created by this Declaration;

(e) The Ground Lease;

(f) Dedications and easements of record as of the date hereof;

(g) Any other restriction, condition, reservation, right, easement, lien, encumbrance or defect of title of any kind whatsoever (other than of the type that would at any time or from time to time create a lien upon the Common Area to secure an obligation to pay

money) that would not materially and actually prejudice Owners in their use and enjoyment of their Hangars and the Common Area.

2.5 Taxes and Assessments. Each Owner shall pay directly to the applicable taxing authority all real and personal property taxes assessed against his Hangar, or his interest in such Hangar. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate property tax assessments of the interest of each Owner in each Hangar. If, nevertheless, the Hangars are not separately assessed, or for any other reason any taxes or special district or other assessments may be, in the opinion of the Association, a lien on the Project or any part thereof, then the Association shall pay the same and assess the same to the Owner or Owners responsible therefor.

2.6 Owner's Easements of Enjoyment. Except as otherwise expressly provided elsewhere in this Declaration, each Owner shall have, and the Declarant hereby grants to each Owner, a non-exclusive easement of use and enjoyment in, to and throughout the Common Area for support and an exclusive easement for the use and enjoyment of the Limited Common Elements appurtenant to such Owner's Hangar; provided, however, that such non-exclusive easements shall be subordinate to, and shall not interfere with, the Limited Common Elements appurtenant to each Hangar. Each such easement shall be appurtenant to and pass with title to each Hangar, subject to the following rights and restrictions:

2.6.1 The Association shall have the right to adopt, amend and enforce Rules and Regulations affecting the use of the Common Area; provided, however, that such Rules and Regulations shall not conflict with the provisions of this Declaration or any ordinances of the consolidated municipality of Carson City, Nevada, or of any other governmental entity.

2.6.2 The Association shall have the right to suspend the right to use the Common Area by an Owner, his tenants and/or guests for any period during which any Assessment against such Owner remains unpaid for a period of thirty (30) days by so notifying the Owner of such suspension. If, however, the Owner files a written objection with the Board within ten (10) days after such suspension notice is deemed to have been received, then the Owner shall be given written notice and an opportunity to be heard. Such notice shall be sent to the Owner by certified mail, return receipt requested. The Notice shall be deemed delivered upon the lapse of three (3) days from and after the deposit of such notice in the United States mail, postage prepaid and addressed to such Owner at his address as is on record with the Association. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing the Owner shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Association to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The Owner shall be notified of the decision in the same manner in which notice of the meeting was given.

2.6.3 The Association shall have the right to limit the number of guests each Owner may authorize to use the Common Area.

2.6.4 The Association shall have the right to assign, rent, grant, license or otherwise designate and control the use of any parking or storage spaces within the Common Area (other than those portions which are part of the Limited Common Elements).

2.6.5 The Association shall have the right to borrow money to improve, repair or maintain the Common Area.

2.7 Use of the Common Area. Any Owner may extend his rights of use and enjoyment in the Common Area to such Owner's family members, guests and invitees, subject, however, to the provisions of this Declaration and the Rules and Regulations. If an Owner has rented all of such Owner's Hangar to a tenant(s), then the Owner, such Owner's family, members, guests and invitees shall not be entitled to use and enjoy the Common Area while the Owner's Hangar is occupied by such tenant(s). Instead, the tenant(s), while occupying such Hangar, shall be entitled to use and enjoy the Common Area and, during the period of such tenants' occupancy, such tenant(s) can extend to other persons the rights of use and enjoyment in the same manner as if such tenant(s) were an Owner. Each Owner shall notify the secretary of the Association of the names of any tenants of such Owner's Hangar. Each Owner or tenant also shall notify the secretary of the Association of the names of all persons to whom such Owner or tenant has extended any rights of use and enjoyment in the Common Area and the relationship that each such person bears to the Owner or tenant. All permitted rights of use and enjoyment of the Common Area are subject to suspension as set forth in Section 2.6.2 above. Each Owner shall at all times be responsible for any and all activities of his tenants, guests and invitees using the Common Area. No Improvements within the Common Area shall be altered or removed, except at the express direction of the Association.

2.8 Association's Right to Use of Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance and storage facilities for use by the Association.

2.9 Easements for Encroachments. If any part of the Common Area encroaches upon or shall hereinafter encroach upon a Hangar, an easement for such encroachment and for the maintenance of the same does and shall exist. If any part of a Hangar encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Hangar, an easement for such encroachment and for the maintenance of the same does and shall exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Hangars. Encroachments referred to herein include, but are not limited to, encroachments caused by initial construction, settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof. Notwithstanding the forgoing, no such encroachment shall exist to the extent it is caused by the willful misconduct of the Owner of the encroaching Hangar or the failure of such Hangar's Owner to cause the Hangar to be repaired or reconstructed after damage or destruction in accordance with approved plans and specifications.

2.10 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Hangars or may be conveniently accessible only through the Hangars. The Association shall have the irrevocable right, to be exercised, to have access to each such Hangar and to all Common Areas, including Limited Common Areas, from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area, including any Limited Common Elements, located therein or accessible therefrom, or for repairs or maintenance to improvements in or on the Hangar which are the responsibility of the Association, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Hangar. Damage to the interior of any part of a Hangar resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Hangar at the instance of the Association shall be an expense of the Association, provided, however, if such damage is the result of negligence of the Owner of a Hangar, then such Owner shall be financially responsible for all of such damage. Amounts owing by the Association pursuant hereto shall be collected by the Association by Assessment pursuant to Article VI below. Without limitation, the foregoing applies to the "fire risers" located within "Unit F" of Building 2, as depicted on the Map, and to any fire risers located within Future Building 3.

2.11 Utility Easements. There is reserved for the benefit of each Hangar easements for utility services over, under or through such portions of the Project and other Hangars, where such utilities are constructed when construction of the Project is completed. In addition, Declarant reserves, and the Association is granted, the right to establish and convey subsequent utility easements; and each Owner accepting a deed or other instrument of conveyance or assignment to a Condominium expressly consents to such easements.

2.12 Easements Deemed Created. All conveyances of Condominiums shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions of this Article II even though no specific reference to such easements or to the sections pursuant to which they are created appear in any such conveyance.

2.13 Maintenance and Repairs. Each Owner shall maintain his Hangar in a clean and attractive condition and good state of repair. In addition, the individual Hangar doors on each Hangar, as well as any electrical opening/operating device which may be installed on such Hangar door, shall be maintained and repaired by the Owner of such Hangar. All such maintenance by Owner described in this Section is to be at the sole cost and expense of the Owner. Each Owner shall notify the Manager or a member of the Board upon discovery of any damage to or malfunction of any pipe, wire or other utility installation which is in his Hangar, the Limited Common Elements or the Common Area; provided, however, that such notice requirement shall not be construed to alter Owner's obligation to maintain and repair any such installations which are a part of his Hangar.

2.14 Structural and Exterior Alterations. No Owner shall make or cause to be made any structural alterations to the interior or exterior of the Owner's Hangar or to any Limited

Common Element or Common Area; nor shall any Owner paint, decorate, change or add any item to any exterior of the Owner's Hangar or any building or other structure in the Project.

2.15 Mechanic's Lien Rights. Labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall not be the basis for the filing of a lien against the Hangar of any other Owner, or any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishings of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Hangar in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by vote of the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Hangar from a lien against two or more Hangars or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Hangar.

2.16 Declarant's Common Area Easement Rights; Dedication of Common Area.

2.16.1 Reservation of Common Area Easements in Favor of Declarant. Declarant hereby reserves unto itself such easements over, through and under the Common Area (excluding Limited Common Elements) as may be reasonably necessary to discharge Declarant's obligations or exercise any Special Declarant's Rights, whether arising under the Act or reserved in this Declaration.

2.16.2 Reservation of Right to Grant Additional Common Area Easements. Declarant hereby reserves unto itself the right to grant easements and rights of way on, over, through and under the Common Area for the purposes described below and for the benefit of the Owners and the Association. Such grants of easement may be for any or all of the following described purposes: constructing, erecting, operating, or maintaining on the Common Area, at any time: (i) roads, streets, walks, driveways and parking areas; (ii) poles, wires or conduits for transmission of electricity, telephonic communication or cable television for the Project and the necessary apparatus incident thereto; and (iii) public and private sewers, sewage disposal systems, storm drains, land drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any and all equipment and other apparatus relating thereto. The rights reserved by Declarant in this subsection 2.16.2 may be exercised at any time that Declarant owns any portion of the Property.

2.17 Rights of Association to Grant Easements Over Common Area and to Dedicate Portions of Common Area. At such time as the rights reserved by Declarant under subsection 2.16.2 have expired, the Association shall be entitled to exercise the rights reserved to Declarant under subsection 2.16.2.

2.18 Right of Association to Encumber Common Area. Subject to the terms of the Ground Lease, the Association may encumber the Common Area in connection with authorized obligations, but only upon the affirmative vote of not less than sixty-seven percent (67%) of the voting power of the Association.

2.19 Access to Hangars. Each Owner shall have an unrestricted right of ingress and egress to his Hangar. Such right of access shall be appurtenant to each such Hangar; and any transfer of such Hangar, of whatever kind, which does not include such right of access shall be void.

2.20 Declarant Ownership of Hangars. As to each Hangar owned by Declarant, Declarant shall enjoy the same rights and assume the same duties as they relate to each individual unsold Hangar.

2.21 Hazardous Materials. Each Owner shall be solely responsible for the proper use, handling, transport and disposal of any hazardous or toxic materials (including petroleum products) for activities in, on or abut such Owner's Hangar or anywhere on the Property. Each Owner shall comply with all applicable laws, regulations, orders, judgments or decrees relating to use, handling, transport and disposal of hazardous or toxic materials (including petroleum products) in the use and occupancy of the Hangar. Each Hangar Owner hereby agrees to indemnify, defend and hold harmless each other Owner, the Association and the Declarant from any or all claims of any nature arising from the use, handling, transport or disposal of hazardous or toxic substances (including petroleum products) by such Owner, or such Owner's officers, directors, employees, agents, invitees, representatives or contractors in such Owner's Hangar or anywhere on the Property.

ARTICLE III
UNIT BOUNDARIES, USE RESTRICTIONS, MAINTENANCE OBLIGATIONS AND PRIVATE EASEMENTS

3.1 Hangar Boundaries. The boundaries of each Hangar created by the Declaration are shown on the Map and Plans as lettered Hangars, along with their identifying building number, and are described as follows:

(a) Upper Boundary: The plane of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floor, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills and structure components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim and thresholds along perimeter walls and floors; the unfinished outer surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions and partition walls between separate Hangars.

(d) Inclusions: Each Hangar will include the spaces and improvements lying within the boundaries described in (a), (b) and (c) above, and will also include the spaces and the Improvements within those spaces containing any space heating, water heating apparatus, plumbing fixtures, all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems, television and telephone apparatus, electrical receptacles and light fixtures and boxes serving that Hangar exclusively. The surface of the foregoing items will be the boundaries of that Hangar, whether or not those items are contiguous to the Hangar.

(e) Exclusions: Except when specifically included by other provision of this Section, the following are excluded from each Hangar: the spaces and Improvements lying outside of the boundaries described in (a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Hangars and Common Area or both.

(f) Noncontiguous Portions: Certain Hangars may include special portions, pieces of equipment such as air conditioning compressors, meter boxes and utility connection structures situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Hangars. This special equipment and storage portions are a part of the Hangar.

(g) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

3.2 Lease. Nothing contained in this Declaration shall prevent an Owner from leasing his Hangar; provided, however, that any lease or rental agreement shall be in writing and must specify that failure to abide by the provisions of this Declaration, the Articles, the Bylaws, the Ground Lease, Title 19 of the Carson City Municipal Code, and the Rules and Regulations shall be a default under the lease or rental agreement and the initial term of each such lease shall not be less than thirty (30) days. Whether or not the written leases or rental agreement so provides, all tenants of Hangars are subject to and are required to abide by the provisions of this Declaration, the Articles, the Bylaws, the Ground Lease, Title 19 of the Carson City Municipal Code, and the Rules and Regulations. No Owner shall lease his Hangar other than for the uses set forth in Section 3.3 below, nor shall any Hangar be timeshared. No Hangar shall be subdivided in any manner.

3.3 Use Restrictions. No use of the Project, or any portion thereof, which is prohibited by the Ground Lease or Title 19 of the Carson City Municipal Code and airport regulations enacted pursuant thereto, shall occur anywhere on the Property.

3.4 Use of the Common Area. There shall be no obstruction of the Common Area nor shall any items, including aircraft and vehicles, be kept, parked or stored on any part of the Common Area without the prior written approval of the Association or in areas designated by the Association for such purposes. Nothing shall be altered or constructed on or removed from the Common Area without the prior written approval of the Association.

3.5 Exterior Changes. Except for those Improvements erected or installed by Declarant in its construction and completion of the Project (including both the first and second phases) no exterior additions to, alterations or decoration of the Hangars, including but not limited to any structural alterations to any Hangar or Common Area nor any changes in fences, walls, or other structures, nor installation of mounted air condition units or any exterior television, radio or other communication antennas of any type shall be commenced, erected, placed or maintained without the prior written approval of the Association, in accordance with this Declaration and the appropriate governmental authorities, if required.

3.6 Parking Restrictions. Unless otherwise permitted by the Board, no aircraft, automobile, boat, truck, trailer, camper or recreational or commercial vehicle shall be parked or left within the Project other than within an enclosed Hangar. The Association shall have the right to direct the removal of vehicles improperly parked on the Common Area pursuant to NRS 487.038. No vehicle shall be used as a living area while located on the Project.

3.7 Nuisances. No nuisance shall be allowed on the Project, nor any use or practice which is the source of annoyance to other Owners or which interferes with the peaceful enjoyment or possession and proper use of the Project by the Owners. As used herein, the term "**nuisance**" shall not include any activities of Declarant in regard to the development and construction of the Project or any activity of an Owner relating to the use of the Hangar as a Hangar for aircraft maintenance and parking. All parts of the Project shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Project or any part thereof.

3.8 Garbage Collection. Each Owner shall dispose of the garbage collected within his Hangar into containers of such dimensions and at such locations, if any, as the Association shall, from time to time, designate. The Association shall not be responsible for garbage collection.

3.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained outside of any Hangar. No equipment for air conditioning, heating, fuel storage or other uses shall be installed or maintained outside of or protruding through the walls, windows or roof of any Hangar except for such equipment as is initially constructed by Declarant or thereafter as approved by the Board.

3.10 Animals. No animals shall be allowed on or in any Hangar except for one recognized house or yard pet per Hangar accompanied and controlled by an Owner or his guests or invitees. In no event shall any animal be permitted to dwell in any Hangar. The permitted house or yard pets shall be kept, bred or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or shall otherwise be allowed to become a nuisance. No animal shall be permitted outside of the Hangar of the Owner of such animal unless such animal is under the control of a responsible person by means of a leash or other reasonable restraint and such person shall immediately clean up and remove any feces or other matters left by such animal. Upon request of an Owner, the Board, in its sole discretion shall determine for the purpose of this Section

whether a particular animal or fowl shall be considered as a house or yard pet and whether it is a nuisance. The Rules and Regulations may include other rules and regulations pertaining to animals and fowl as may be adopted from time to time, including without limitation, the size dogs to be allowed in connection with any Hangar; provided, however, that the type and size of all pets shall at all times be in compliance with applicable ordinances, codes, rules and regulations of governmental authorities having jurisdiction. Animals belonging to Owners or their guests within the Project must be either kept within an enclosure or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of families, guests, tenants or invitees; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area.

3.11 Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Unit that shall induce, breed or harbor infectious diseases or noxious insects. Unless otherwise specified in the Rules and Regulations, each Owner shall be obligated to have his Hangar sprayed for insects and rodents by a certified pest extermination company no less than once per year and shall produce evidence of compliance with such obligations within a reasonable period of a request by the Board.

3.12 Exterior Sound Devices. No exterior speakers, or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on a Unit or Improvement without the prior written approval of the Board.

3.13 Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project except those that are installed in accordance with the original construction of the Project and their replacements, or as are authorized and approved by the Board.

3.14 Signs. No sign of any kind shall be displayed so as to be visible from neighboring property or within public view without the approval of the Board.

3.15 Compliance with Laws; Prohibition of Certain Activities. No Owner shall permit anything to be done or kept in his Hangar that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body, including, without limitation Title 19 of the Carson City Municipal Code and all Federal Aviation Regulations. No Owner shall allow any personal property belonging to such Owner to remain within any portion of the Common Area except as permitted by the Board. Without prior written consent from the Board, nothing shall be done or kept in any Hangar or in the Common Area, or any part thereof, which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association would pay but for such activity.

3.16 Rules and Regulations. No Owner shall violate the Rules and Regulations as adopted from time to time by the Association.

3.17 Indemnification. Each Owner shall be liable to the other Owners for any damage to the Common Area or any other Hangar that may be sustained by reason of the negligence of such Owner, members of his family, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each Owner, by acceptance of his deed or other instrument of conveyance or assignment, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees, to indemnify each and every other Owner, and to hold him harmless from and to defend him against, any claim of any person for personal injury or property damage occurring within the Hangar or Limited Common Elements of that particular Owner, unless the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Hangar or Limited Common Element and is fully covered by insurance.

3.18 Right of Entry. For the purposes reasonably related to the performance by the Board and the Association of their responsibilities under this Declaration, including purposes of performing construction, maintenance or repair for the benefit of the Common Area or the Owners in common, the Association's agents or employees shall have the right, after reasonable notice (not less than twenty-four [24] hours except in emergencies) to enter upon any Hangar or upon any portion of the Common Area (including any Limited Common Element) at reasonable hours. Such entry shall be made with as little inconvenience to any Owner as possible and any damage caused thereby shall be repaired by the Association at its own expense.

ARTICLE IV
THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation formed under the laws of the State of Nevada pursuant to Articles of Incorporation filed with the Secretary of State of the State of Nevada on October 26, 2022. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws and this Declaration. The Association is not authorized to have and shall not issue any capital stock.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of Members as set forth in the Articles, Bylaws, this Declaration, Chapter 82 of the Nevada Revised Statutes or the specific sections of the Act applicable to this Project, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with this Declaration or the Bylaws or their amendments. Except for the Members of the Board appointed by Declarant in accordance with this Declaration, the Articles and the Bylaws and the members of the Board must be at least eighteen (18) years of age. Except as otherwise provided in the Articles, Bylaws, this Declaration, Chapter 82 of the Nevada Revised Statutes or the specific sections of the Act applicable to this Project, all matters requiring the approval of Members shall be deemed approved if Members holding a majority of the total voting power assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of Members at

any regular or special meeting held in accordance with the Bylaws. The Association shall hold at least one (1) meeting per each calendar year.

4.3 Membership.

4.3.1 Membership Qualifications. The Members of the Association shall be the Owners of the Hangars. The Owner(s) of each Hangar shall have one (1) membership in the Association. The number of memberships in the Association shall be equal to the number of Hangars constructed within the Project at any given time.

4.3.2 Members' Rights and Duties. As used in this Declaration, the term "**Member**" shall refer to the Owner of a Hangar if there is one Owner, or collectively to all of the Owners of a Hangar if there is more than one Owner. Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, as the same may from time to time be amended. The respective interests of each of the Members shall be equal.

4.3.3 Voting.

(a) General. Each Member shall be entitled to one vote for each 3,000 square feet of Hangar space owned by such Member, provided that each Hangar shall have a minimum of one (1) vote. For clarity, (i) a single Hangar must be in excess of 6,000 square feet in size to be entitled to two (2) votes, or in excess of 9,000 square feet in size to be entitled to three (3) votes, etc., and (ii) any Hangar less than 3,000 square feet will have one (1) vote. In the event, if ever, a Hangar is owned by the Association, the Association shall not be entitled to cast a vote.

(b) Persons Entitled to Serve on the Board. Except as otherwise provided in the Articles and the Bylaws, the Board shall be composed of persons who are Members of the Association (or owners of entities who are Members).

4.3.4 Exercise of Voting Rights. In the case of a Hangar owned by two (2) or more persons or entities, the voting power shall be exercised by only one of them. Such voting member must be designated in writing to the Board by all Owners of such Hangar, and the Association may preclude the vote for any such Hangar by any Owner other than such designated Owner. If there is no such designation then such Hangar shall have no vote until such designation is made.

4.4 Transfer of Membership. The Association membership of the Owner(s) of a Hangar shall be appurtenant to such Hangar and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to such Hangar, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest to a Hangar shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner(s). Prior to any transfer of title to a Hangar (including the sale of a Hangar under a recorded contract of sale), either the transferring owner or the acquiring owner shall give notice to the Board of such transfer, including the name and address

of the acquiring owner and the anticipated date of transfer. The Association shall have the right to charge a reasonable transfer fee payable to the Association on the date of transfer of title to the Hangar, which transfer fee shall be assessed against the Hangar as a Violation Assessment if not paid when due.

ARTICLE V
POWERS AND DUTIES OF THE ASSOCIATION

5.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Nevada and the powers conferred upon it pursuant to Chapter 82 of the Nevada Revised Statutes and the specific sections of the Act applicable to this Project, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

5.1.1 Assessments. The Association shall have the power to establish, fix and levy assessments as set forth in Sections 6.4, 6.5, 6.6 and 6.7 hereof (herein collectively "**Assessments**") and to enforce payment of such Assessments in accordance with the provisions of this Declaration.

5.1.2 Rules and Regulations. The Board shall have the power to adopt, amend and repeal Rules and Regulations regulating the use of the Common Area and for such other purposes as are expressly allowed by this Declaration or allowed pursuant to the Act. However, the Rules and Regulations shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles or the Bylaws. A copy of the Rules and Regulations as adopted, amended or repealed, shall be mailed or otherwise delivered to each Member. In case of any conflict between any provision of the Rules and Regulations and any provision of this Declaration, the Articles or Bylaws, the conflicting provision of the Rules and Regulations shall be superseded by the provisions of this Declaration, the Articles or the Bylaws.

5.1.3 Right of Enforcement.

(a) General. The Association in its own name and on its own behalf, or any Member on its own behalf, shall have the power and the authority to commence and maintain actions for damages, or to restrain and enjoin any actual or threatened breach of any provision of this Declaration, the Articles, Bylaws, Rules and Regulations, or any resolutions of the Board, to enforce by mandatory injunction, or otherwise, all of these provisions, to intervene in litigation or administrative proceedings on matters affecting the Project. The court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

(b) Suspension of Voting Rights; Fines. The Association shall have the power and authority to suspend the voting rights, suspend an Owner's right to use the Common Area, or can assess monetary penalties, against any Owner of a Hangar or other person entitled to exercise such Owner's rights or privileges for any violation of this Declaration, the Articles, Bylaws or Rules and Regulations. Before invoking any such suspension or fine, the Board shall give such Owner or other person notice and opportunity to be heard with respect to such violation, which notice shall provide not less than ten (10) days prior written notice of such hearing and reasonable detail with respect to the matter for which the complaint is being made. The Association does not have the power or authority to cause a forfeiture of abridgment of an Owner's right to the full use and enjoyment of such Owner's Hangar if the Owner does not comply with provisions of this Declaration or of the Articles, Bylaws or Rules and Regulations, except when the loss or forfeiture is the result of a court judgment, arbitration decision, or a foreclosure or sale under a power of sale based on failure of the Owner to pay Assessments levied by the Association. If the Association adopts a policy imposing a fine on an Owner for the violation of the Rules and Regulations, the secretary or other officer specified in the Bylaws shall prepare and cause to be hand delivered or sent prepaid by United States mail to the mailing address of each Hangar or to any other mailing address designated in writing by the Hangar's Owner, a schedule of the fines that may be imposed for those violations.

5.1.4 Delegation of Powers; Professional Management; Other Services. The Association, acting by and through the Board, can delegate its powers, duties and responsibilities to committees of Members, employees, agents and independent contractors, including a professional managing agent. The Association may obtain and pay for legal, accounting and other services necessary and desirable in connection with the operation of the Project and the enforcement of this Declaration.

5.1.5 Personal Property. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

5.1.6 Other Services and Properties. The Association shall have the power to obtain or pay for, as the case may be, any other property, services, taxes or assessments which the Association or the Board is required to secure or pay for pursuant to the terms of this Declaration, the Articles or Bylaws, including security services for the Project generally, or which, in its opinion, shall be necessary or proper for the operation of the Association and to incur liabilities and make contracts respecting the same.

5.2 Duties of the Association. In addition to the duties delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 5.1.4, has the obligation to conduct all business affairs of common interest to all Members and to perform each of the following duties:

5.2.1 Management. The Association may engage the services of a property manager.

5.2.2 Taxes and Assessments. Subject to the provisions of Section 2.5, the Association shall pay all taxes and assessments levied against all Association Property or against the Association, if any. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

5.2.3 Insurance. The Association shall obtain and maintain from reputable insurance companies the insurance described in Article VII.

5.2.4 Enforcement of Restrictions and Rules. The Association shall perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles, Bylaws, Rules and Regulations or Board resolutions provided such are permitted by the Act. There is hereby reserved to the Association such easements as are necessary to perform its duties and obligations or to exercise its rights as set forth in this Declaration, the Bylaws and Articles.

5.2.5 Association Property. The Association shall accept and exercise jurisdiction over all property, real and personal, conveyed to the Association by Declarant or others or for which the Association has duties and obligations imposed upon it pursuant to this Declaration, including all Common Area and easements for operations and maintenance purposes over any of the Project and easements for the benefit of Association members within the Common Area.

5.2.6 Title to Property Upon Dissolution. Upon dissolution of the Association, the Association shall convey the assets of the Association to an appropriate public agency or agencies or to a nonprofit corporation, association, trust or other organization, organized and operating for purposes similar to those for which the Association was created, or in such other manner as may be proper for the Association to do so under applicable State of Nevada and federal law.

5.2.7 Operation and Maintenance of Common Area. The Association shall operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all its facilities, improvements and landscaping, including any taxiways, ramps and parking areas and any other property acquired by the Association, including personal property, but not hangar doors on each Hangar, which must be maintained and repaired by the Owner of such Hangar pursuant to Section 2.13. Such operations and management shall be conducted in a first class manner and the Association property shall be maintained in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the Common Area, including contracts with Declarant.

Common Expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of exterior surfaces, trim, siding, doors and windows will be assessed against the Hangar or Hangars to which the Limited Common Element is assigned. No additional component or element may be attached without

consent of the Board. In the event any additional component or element becomes deteriorated or unsightly, or is inconsistent with the conditions of installation, it may be removed or repaired at the Hangar Owner's expense as a Common Expense assessment after notice and an opportunity to be heard in the manner provided for in Section 2.6.2.

If any such Limited Common Element is assigned to more than one Hangar, the Common Expenses attributable to the Limited Common Element will be assessed among the Hangars to which it is assigned based upon the relative Allocated Interest of such Hangars.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements will be assessed against all Hangars in accordance with their Allocated Interests in the Common Expenses as set forth in Section 6.4.2.

5.2.8 Utilities. The Association shall acquire, provide and pay for water, sewer, and other necessary utility services for the Common Area and for Hangars when the Hangars are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year, or if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate. For clarity, as soon as reasonably possible the utilities to each Hangar will be sub-metered and the Owner of each Hangar shall pay for its utilities directly to the utility supplier; provided, however, so long as the utilities are on a common meter, the Association shall pay the cost of the same and include such cost in the Assessments to the Owners using such utilities.

5.2.9 Lease. The Association shall make all payments and comply (and cause the Project to comply) with all covenants and obligations of the Association under the Lease.

5.2.10 Other. The Association shall carry out the other duties of the Association set forth in the Declaration, Articles and Bylaws.

5.3 Limitations on Authority of Board. Except with the vote or written consent of Members of the Association holding majority of the voting rights, the Board shall not take any of the following actions:

5.3.1 Sell during any fiscal year Association Property having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

5.3.2 Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

5.4 Personal Liability. No member of the Board, or of any committee of the Association, or any officer of the Association, or any Manager, or Declarant, or any agent of Declarant, shall be personally liable to any Member, or any other party, including the

Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

5.5 Meetings of Members. Meetings of Members shall be noticed and held as provided in the Articles, Bylaws and this Declaration.

5.6 Association Books and Records and Association Property.

5.6.1 Right of Inspection. All membership registers, accounting records and minutes of meetings of the Members, the Board and committees of the Board, and all other books, documents and records of the Association, and the physical properties of the Association, shall be made available for inspection by any Member of the Association, or his, her or its duly appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to membership in the Association, at the office of the Association or at such other place as the Board prescribes. The right of inspection shall include the right to make copies of documents. The Board shall establish by resolution reasonable rules with respect to (a) notice to be given to the custodian of the records of the Association by the Member representative, or mortgagee desiring to make an inspection, (b) hours and days of the week when an inspection may be made and (c) payment of the cost of reproducing copies of documents requested by a Member or by a representative or mortgagee.

ARTICLE VI
ASSESSMENTS

6.1 Agreement to Pay. Each Owner for each Hangar owned by such Owner, hereby covenants and agrees to pay to the Association such Assessments as are made pursuant to Sections 6.4, 6.5, 6.6 and 6.7 of this Declaration.

6.2 Personal Obligations. Each Assessment or installment thereof, together with any late charges, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who is the Owner of the Hangar at the time such Assessment (or installment) became due and payable. If more than one person or entity is the Owner of the Hangar, the personal obligation to pay such Assessment (or installment) respecting such Hangar shall be both joint and several. Subject to the provisions of Section 9.3 hereof, a purchaser of a Hangar shall be jointly and severally liable with the seller for all unpaid Assessments against the Hangar, up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by non-use or abandonment of his Hangar.

6.3 Purpose and Amount of Assessments. The Assessments levied by the Association shall be the amount estimated to be required and shall be used exclusively to promote the health,

safety and welfare of the Members of the Association, for the performance of the duties of the Association as set forth in this Declaration and for the repair, maintenance and upkeep of the Common Area and any other Association Property.

6.4 Annual Assessments.

6.4.1 Definitions. As used herein, "**Annual Assessment**" shall mean the amount of the Association budget ("**Budget**") for each fiscal year to pay the Common Expenses (defined below) as established pursuant to the provisions of this Article. As used herein, "**Common Expenses**" means the expenditures made by the Association in the performance of its obligations hereunder and the financial liabilities of the Association during the applicable fiscal year, including an allocation to reserves and shall include, but are not limited to, expenditures for the following purposes: (i) to operate, manage, maintain, and repair the Common Area and other Association Property, to make all payment obligations under the Ground Lease, and to administer the operation of the Association; (ii) to provide for reasonable reserves consistent with sound business practice for the repair and replacement of Improvements to the Common Area and any Association Property and for such other purposes as are consistent with good business practice; (iii) to provide for the possibility that some Assessments may not be paid on a current basis; and (iv) to provide for the payment of the fee of a professional manager, if required by the Association. Without limiting the generality of the foregoing, Common Expenses shall include: all charges, costs and expenses whatsoever incurred by the Association for or in connection with the Association administration, including, but not limited to, the maintenance of the Common Area; any taxes and assessments assessed against Association Property, any taxes assessed against the Association itself, insurance premiums, including fire and other casualty insurance, liability insurance, workman's compensation insurance and other insurance obtained pursuant to this Declaration; payment of any liability of the Association whatsoever for loss or damage arising out of or in connection the Common Area or any fire, accident, or nuisance occurring within the Common Area; the cost of repair, rebuilding and replacement of the Improvements to the Common Area; the cost of all utility services to the Common Area, including water, electricity, landscape maintenance services and any other similar service attributable to the Common Area; the unpaid share of any Assessment levied during the previous fiscal year against any Owner who has defaulted in payment thereof to the extent that the same becomes uncollectable; accounting and legal fees, management fees and cleaning, janitorial and lawn care fees and other necessary expenses of upkeep, maintenance, management and operation incurred with respect to the Common Area and the Improvements thereon.

6.4.2 Allocation of Annual Assessments. The Annual Assessments shall be allocated to each Hangar on the date the Annual Assessment for the applicable year is deemed approved on the Allocated Interest for each Hangar. Until the completion of construction of Future Building 3, the Annual Assessments (as well as any Special Assessments or Capital Improvement Assessments) shall be borne solely by the Owners of the Hangars in Building 2 based on the Allocated Interest chart set forth in **Exhibit B**. After the completion of construction of Future Building 3, the Annual Assessments (as well as any Special Assessments or Capital

Improvement Assessments) shall be borne by the Owners of the Hangars in both Building 2 and Future Building 3 pursuant to the formula set forth in **Exhibit B**.

6.4.3 Procedure for Establishing Annual Assessments. Not less than ninety (90) days before the beginning of each fiscal year of the Association, or such other period of time as determined by the Board, the Board shall meet for the purpose of preparing the proposed Budget of the Common Expenses for the next succeeding fiscal year and establishing the Annual Assessment for such fiscal year. Within thirty (30) days after adoption of the proposed Budget by the Board for such fiscal year, the Board shall provide a summary of the Budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting sixty-seven percent (67%) of all Owners vote to reject the proposed Budget, the Budget shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting. If the proposed Budget is so rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board.

6.5 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses for a given fiscal year is or will become inadequate to meet the Common Expenses for any reason, including, but not limited to, delinquencies in the payment of Assessments, or in the event the Association has insufficient reserves to perform its obligations under this Declaration, then the Board shall determine the approximate amount of such shortfall, shall provide a summary thereof to all of the Owners with the Board's recommendation for a special assessment ("**Special Assessment**") to meet such shortfall and shall set a date for a meeting of the Owners which is not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting a majority of all Owners vote to reject the proposed Special Assessment, the proposed Special Assessment shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting and shall become a Special Assessment against, and allocated equally to, the Owners of the Hangars. The Board may, in its discretion, provide for payment of any Special Assessment in any number of installments or provide that it is payable in one installment within such time period as the Board deems reasonable.

6.6 Capital Improvement Assessments.

6.6.1 Association's Power to Levy: Definition. The Association shall have the power to levy assessments for Capital Improvements ("**Capital Improvement Assessments**") on the terms and conditions set forth below. As used herein, "**Capital Improvement**" means (i) any Improvement upon the Common Area which is not a repair or replacement of an existing Improvement, or (ii) any expenditure relating to the Common Area which is outside the ordinary course of business of the Association. For clarity, the cost of constructing Future Building 3 and related Improvements shall be borne solely by Declarant and shall not constitute Capital Improvement Assessments.

6.6.2 Association Approval.

(a) The Board may move for the construction, installation or acquisition of, or expenditure for, a Capital Improvement.

(b) If the Board desires to propose a Capital Improvement, the Board shall obtain three (3) estimates from licensed contractors for the construction of the Capital Improvement.

(c) The Board shall submit the Capital Improvement proposal to the Members at the annual meeting, or a special meeting called for such purpose. The Capital Improvement Assessment shall be deemed approved upon the affirmative vote of two-thirds (2/3) of the voting power of the Association and Declarant unless Declarant owns no Hangars within the Property.

6.6.3 Levy of Capital Improvement Assessments. Capital Improvement Assessments shall be levied against the Owners of all of the Hangars based on their Allocated Interests. A Capital Improvement Assessment shall be paid in such installments and during such period or periods as shall be voted upon by the Members at the time such Assessment is approved. If no terms of payment are specified by such vote of the Membership, then the Capital Improvement Assessment shall be due and payable upon terms set by the Board.

6.6.4 Expenditure for Capital Improvement. After the levy of the Capital Improvement Assessment and the collection of the entire Capital Improvement Assessment, or a sufficient portion thereof as the Board deems prudent, then the Board shall cause the Capital Improvement to be constructed, installed or acquired, or shall contract for the extraordinary expenditure constituting the Capital Improvement.

6.6.5 Deficiency in Capital Improvement Assessment. If at any time and from time to time a Capital Improvement Assessment proves or appears likely to be inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, subject to the limitations set forth in this Section 6.6.5 levy a further Capital Improvement Assessment in the amount of such actual or estimated inadequacy, which shall be assessed to the Owners of all of the Hangars within the Subject Property in the ratios defined in Section 6.6.3 hereof.

6.7 Utilities Assessment. Subject to the provisions of Section 2.5, any utility service delivered to the Hangars for which the Association is billed shall, in turn, be billed by the Association to each Hangar connected to such utility in a proportion equal to the Allocated Interest of such Hangar divided by the aggregate of all Allocated Interests of the Hangars connected to such utility service, on a monthly basis. Such billings shall be considered an Assessment levied against each Hangar and shall be enforced in accordance with the terms and provisions of Article VI.

6.8 Rate of Assessment. Except as otherwise specifically provided in this Declaration, including Sections 6.4, 6.5, 6.6 and 6.7 hereof, all Assessments levied by the Association must be fixed at a rate equal to the Allocated Interests for each Hangar; and the amount assessed to each Hangar shall be determined by multiplying the total amount assessed by the Allocated Interest for such Hangar.

6.9 Assessment Period. Unless the Board establishes a different schedule, the Annual Assessment period shall coincide with the fiscal year of the Association, which shall commence on January 1 of each year and shall terminate on December 31 of such year. However, the initial Annual Assessment period shall commence on the first day of the calendar month following the date on which the sale of the first Hangar to a purchaser is closed and recorded, and shall terminate on December 31 of the year in which such sale is closed and recorded. The first Annual Assessment and all Special Assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.10 Notices of Assessments; Delinquencies. Any Assessment installment hereunder which is not paid within fifteen (15) days following the date it is due as specified in the notice of such Assessment given in the manner specified in this Section and in Section 12.5 of this Declaration shall be deemed delinquent. All delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the Assessment becomes delinquent hereunder until paid, and, in addition, a late charge of $500.00 (or such amount as established by the Board from time to time) shall be due for each delinquent installment. The Association shall give written notice of all Assessments to the Owners of all Improvements of the Hangars, which notice shall specify the amount of the Assessment and the date or dates payment of the same is due and shall be given in the manner provided in Section 12.5 hereof. Unless otherwise established by the Board, Annual Assessments for the full year shall be due in a lump sum, provided an Owner may elect to pay in two (2) installments due semi-annually. Notice of a "**Violation Assessment**" (i.e., an Assessment for violating any provision of this Declaration as otherwise set forth herein) is required to be given only to the Owners of the Hangar against whom the Violation Assessment is made in the manner provided in Section 12.5 hereof. Nothing contained herein shall be construed so as to require the Association to give periodic notices of the same Assessment. One notice of an Assessment shall be sufficient to meet the requirements of this Section, even though the Assessment may be payable in installments. Failure of the Association to give notice of any Assessment shall not affect the liability of the Owners of the Hangar for such Assessment; provided, however, that the date when payment of the first installment of such Assessment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given, and the first installment of such Assessment shall not be deemed delinquent until fifteen (15) days after such deferred due date.

6.11 Statement of Account. Upon payment of a reasonable fee established by the Board from time to time, and upon written request of an Owner or any mortgagee, prospective mortgagee or prospective purchaser of a Hangar, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Hangar, the amount of the current periodic assessment and the date that such assessment becomes or became due and if there is any credit for advance payments. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be compiled within ten (10) business days following receipt of the written request and fee, all unpaid assessments which became due prior to the date of making

such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement.

6.12 Collection of Assessments. The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any Manager, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity; or the Board may enforce by judicial proceedings or, to the extent permitted by applicable law, through the exercise of the power of sale granted to the Board pursuant to applicable statutes and laws and this Declaration. Suit to recover a money judgment against an Owner for unpaid assessments together with all other amounts due hereunder shall be maintainable without first foreclosing against the Hangar which is subject to the lien for such assessment or waiving the lien rights granted hereby.

6.13 Lien for Assessments; Priority. All sums assessed to any Hangar pursuant to this Declaration, and all fines imposed by the Association against the Owners of a Hangar, together with interest thereon as provided herein, shall be secured by a lien on such Hangar in favor of the Association from the date the Assessment or fine becomes due. If an Assessment or fine is payable in installments, the full amount of the Assessment or fine is a lien from the time the first installment thereof becomes due. Such lien shall be prior to all other liens and encumbrances on such Hangar except for: (a) valid tax and special assessment liens in favor of any governmental assessing authority; (b) liens and encumbrances recorded before the recordation of the Declaration; and (c) a First Deed of Trust recorded before the date on which the Assessment or fine sought to be enforced became delinquent. The lien created by this Declaration for unpaid Annual Assessments is also prior to a First Deed of Trust to the extent of the amount of such Annual Assessment which would have become due during the six (6) month period immediately preceding institution of an action to enforce the lien.

6.14 Enforcement of Lien.

6.14.1 Notice of Delinquent Assessment and Notice of Default. The Association may foreclose its lien by sale pursuant to the Act after:

(a) The Association has caused to be mailed in accordance with Section 116.31162 of the Act, or any successor statute, a notice of delinquent assessment ("**Notice of Delinquent Assessment**"), which states the amount of the Assessments or fines which are due together with all interest and late charges thereon in accordance with the provisions of this Declaration, a description of the Hangar against which the lien is imposed and the name of the record Owner of the Hangar; and

(b) The Association or other person conducting the sale has executed and caused to be recorded with the Carson City Recorder, a notice of default and election to sell the Hangar to satisfy the lien ("**Notice of Default**"), which shall contain the same information as the Notice of Delinquent Assessment, but which shall also describe the deficiency in payment and the name and address of the person authorized by the Association to enforce the lien by sale; and

(c) The Owners of the Hangar or their successors in interest have failed to pay the amount of the lien, including interest and late charges and costs, fees and expenses incident to its enforcement for a period of ninety (90) days which commences on the first day following the later of:

(i) The day on which the Notice of Default is so recorded; and

(ii) The day on which a copy of the Notice of Default is mailed by certified or registered mail, return receipt requested, to the Owners of the Hangar or their successors in interest at their address if known, or otherwise to the address of the Hangar.

6.14.2 Notice of Sale. The Association or other person conducting the sale shall, at any time after the expiration of such ninety (90) day period and before selling the Hangar, give notice of the time and place of the sale ("**Notice of Sale**") in the manner and for a time not less than that required by law for the sale of real property upon execution, except that a copy of the Notice of Sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the Owners of the Hangar or their successors in interest at their address if known, or otherwise to the address of the Hangar. Such sale shall be conducted in any manner permitted by law. Each Owner who is liable for payment of the Assessment shall be required to pay the costs and expenses of such foreclosure proceeding including, but not limited to, the cost of preparation of all notices (whether or not such notice has been given to the Owners at the time payment is made), reasonable attorneys' fees and title insurance costs.

All such costs and expenses of the foreclosure shall be secured by the lien being foreclosed. Each Owner who is liable for payment of the Assessment shall be required to pay to the Association any and all Assessments against such Owner which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Improved Hangar. The Association shall be entitled to bid on credit up to and including the amount secured by the lien being foreclosed.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Carson City, Nevada, real estate records, upon payment of all sums secured by such lien.

Any encumbrancer holding a lien on a Hangar may, but shall not be required to, pay any amounts secured by a lien for unpaid assessments, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including rights or priority.

6.15 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must be paid to the Owners in proportion to their liabilities for Common Expenses or credited to them to reduce their future assessments for Common Expenses.

6.16 Reserve Funds. The Association shall establish and maintain an adequate reserve fund for the replacement of Improvements to the Common Area and Limited Common Elements that it is obligated to maintain. The replacement fund shall be maintained out of regular Assessments for Common Expenses.

ARTICLE VII
INSURANCE

7.1 Insurance to be Obtained. The Association shall only be obligated to obtain and maintain in full force and effect at all times insurance coverage required under the Ground Lease.

7.2 Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project.

7.3 Premiums and Reviews. Premiums for all of the foregoing insurance carried by the Association shall be a Common Expense and shall be included in the Assessments or charges made by the Association. The Board shall review the limits of all insurance policies of the Association at least once a year and adjust the limits as the Board deems necessary or appropriate.

7.4 Form. All insurance policies maintained by the Association pursuant to Section 7.1 shall be in a form required by the Ground Lease. All insurance policies maintained by the Association pursuant to Section 7.2 shall be in a form determined by the Association.

7.5 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Sections 7.1 or 7.2. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

7.6 Owner's Insurance Responsibilities. Each respective Owner shall be responsible for the following insurance coverages to the extent not maintained by the Association pursuant to Sections 7.1 and 7.2 above: insurance on furnishings initially placed in the Hangar by Declarant; insurance on items of personal property placed in the Hangar by Owner; insurance for casualty and public liability coverage within each Hangar to the extent not covered by the Association's insurance; insurance coverage for activities of the Owner, not acting for the Association, with respect to the Common Area; insurance against loss from theft on all personal property placed in the Hangar or stored in any Limited Common Element by the Owner; provided, however, pursuant to Section 7.2, the Association may elect to arrange for insurance coverage of the casualties and liabilities described above. In such event, however, each Owner shall be responsible for the amount, if any, by which the replacement cost exceeds the insurance proceeds.

ARTICLE VIII
DAMAGE, DESTRUCTION, CONDEMNATION OR OBSOLESCENCE

8.1 Damage or Destruction.

8.1.1 Association as Attorney-in-Fact. Each of the Owners irrevocably constitutes and appoints the Association its true and lawful attorney-in-fact in its name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed or other instrument of conveyance or assignment from the Declarant or from any Owner shall constitute such appointment.

8.1.2 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, assignment or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the Improvements as used in the succeeding subsections mean restoring the Project to substantially the same vertical and horizontal boundaries as before.

8.1.3 Duty and Authority to Rebuild. Any portion of the Common Area which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The common interest community created by this Declaration is terminated, in which case NRS 116.2118, 116.21183 and 116.21185 and Section 12.1 of this Declaration apply;

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

(c) Eighty percent (80%) of the voting power of the Association and sixty-seven percent (67%) of the institutional holders of First Deeds of Trust on Hangars vote not to rebuild.

The Association shall have the authority and the duty to repair or reconstruct all Improvements to the Common Area which are damaged or destroyed, which authority and duty shall be exercised in accordance with the provisions of this Article.

8.1.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any Improvements to the Common Area, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the property damaged or destroyed. No reconstruction or repair of damaged or destroyed Common Area Improvements shall commence until approval has been obtained from the Board.

8.1.5 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction of Association Property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of

such repair or reconstruction, then the Board, pursuant to Article VI hereof, shall levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction.

8.1.6 Repair or Reconstruction. Except as otherwise provided herein, as soon as practicable after receiving the estimates, the Board shall diligently pursue to completion the repair or reconstruction of the damaged or destroyed Common Area Improvements. The Association may take all necessary or appropriate action to effect repair or reconstruction as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in substantial accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event, (i) the number of cubic feet and the number of square feet of any Hangar may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Hangar as originally constructed pursuant to such original plans and specifications and the location of the buildings shall be substantially the same as prior to damage or destruction, and (ii) written consent from the Eligible Mortgage Holders on Hangars to which at least fifty-one percent (51%) of the votes of Hangars subject to mortgages held by Eligible Mortgage Holders is first obtained in the event of any restoration or repair not in substantial compliance.

8.1.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the Assessments provided for in Section 8.1.5 constitute a fund for the payment of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair or reconstruction shall be made from insurance proceeds; if there is balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner to the Association.

8.1.8 Decision Not to Rebuild. In the event of a determination not to rebuild, the damaged or destroyed facilities shall be cleared, and the land shall be landscaped in a manner ensuring the existence of adequate rights-of-way and legal access over and to the area. The cost of removal and landscaping shall be paid for with insurance proceeds, and the remaining proceeds shall be retained by the Association in its general or other funds or allocated or distributed as determined appropriate by the Board, provided that any such distribution of insurance proceeds shall be proportionate to the Allocated Interests of all Members.

8.2 Obsolescence.

8.2.1 Adoption of a Plan. The record Owners, as reflected on the real estate records of Carson City, Nevada representing an aggregate record ownership interest of eighty percent (80%) or more of the Condominiums may agree that the Project is obsolete and adopt a written plan for renewal and reconstruction, which plan has the approval of sixty-seven percent (67%) of the Eligible Mortgage Holders at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in the Carson City, Nevada real estate records.

8.2.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as Assessments against their respective Units. These Assessments shall be levied in advance pursuant to Article VI hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

8.2.3 Distribution of Excess. In the event amounts collected pursuant to Section 8.2.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

8.2.4 Dissents From the Plan. An Owner not a party to such a plan for renewal or reconstruction shall give notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen-day period. Within fifteen days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than fifteen percent (15%) of the Condominiums may cancel the plan by written instrument recorded in the Carson City, Nevada, real estate records. If the plan is not canceled then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him or her another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, then they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers; and from the names of the four persons so nominated, one shall be drawn by lot by a judge of any court of record in Nevada; and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted

within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers or umpire, as applicable. The Association shall have the right and power to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Condominium so acquired.

The Association, pursuant to Article VI hereof, may levy a Special Assessment sufficient to provide funds to pay for the Condominiums of the dissenters, provided that such Assessment shall not apply to any of the Owners who are among the dissenters and shall not be a lien against the Condominium of any such Owner; and upon the Association's conveyance of any such Condominium, the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 8.2.5 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium such that the Association acquires such Condominium free of monetary liens and otherwise upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate preliminary title report or commitment for title insurance evidencing marketability of his title not less than fifteen (15) days prior to the date set for completion of the sale.

8.2.5 Sale of Obsolete Project. Subject to the terms of the Ground Lease, the Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Condominiums may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the approval of sixty-seven percent (67%) of Eligible Mortgage Holders of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Map, the Articles and the Bylaws. The net sale proceeds shall be apportioned among the Owners in proportion to their Allocated Interests, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Hangar designation and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

8.3 Condemnation. If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the making of awards and disbursement of the proceeds thereof shall be undertaken in accordance with the terms and provisions of NRS 116.1107.

ARTICLE IX
PROTECTION OF LENDERS

9.1 Encumbrance of Parcels Permitted. Any Owner may encumber such Owner's Hangar with a Deed of Trust.

9.2 Subordination. Except as provided otherwise by the Act or Article VI hereof, any lien created or claimed under Article VI of this Declaration is subject and subordinate to the lien of any First Deed of Trust encumbering any Hangar, unless the priority of such First Deed of Trust is expressly subordinated to such assessment lien by a written instrument duly recorded.

9.3 Non-Liability for Unpaid Assessments. Any beneficiary of a First Deed of Trust who acquires title to a Hangar pursuant to the judicial or non-judicial foreclosure remedies provided in the Deed of Trust shall take the Hangar free of any claims for unpaid Assessments or Association charges against the encumbered Hangar that accrue greater than six (6) months prior to the time such beneficiary so acquires ownership of the Hangar, provided, however, after the foreclosure of any such Deed of Trust, such Hangar shall remain subject to the Declaration; and the amount of all regular and Special Assessments, to the extent they relate to expenses incurred subsequent to such foreclosure sale, shall be assessed hereunder to the grantee or purchaser thereunder.

9.4 Breach of Covenants. A breach by an Owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any Deed of Trust made in good faith and for value as to the Project or any portion thereof; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale or otherwise.

9.5 Notice to Eligible Mortgage Holders, Insurers and Guarantors. The holder of any First Deed of Trust shall be entitled to become an Eligible Mortgage Holder pursuant to the provisions of this Declaration and any insurer or guarantor of a First Deed of Trust shall be entitled to become an Eligible Insurer hereunder by notifying the Association of its name, address and address of the Hangar encumbered by the First Deed of Trust which it holds or insures in the manner provided in Section 12.5 below. Such notification shall be deemed to be a request with respect to such Hangar for written notice from the Association of: (i) any default in the payment of Assessments which remains uncured for a period of sixty (60) days; (ii) any condemnation or casualty loss that affects a material portion of the Project or the Hangar; and (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. The Association shall give written notice to Eligible Mortgage Holders in accordance with the provisions of this Section 9.5 and in the manner prescribed in Section 12.5 below. Any holder of a First Deed of Trust encumbering any Hangar or any portion of the Property who does not so request notice, shall not be deemed to be an Eligible Mortgage Holder under the terms of this Declaration. Unless and until notice is given to the Association as provided in this Declaration by a mortgage holder, insurer or guarantor, such mortgage holder, insurer or guarantor shall not be entitled to notice of default, nor to any right, distribution or notice pursuant to this Declaration.

9.6 Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Articles shall give an Owner, or any other party, priority over any rights of the holders of First Deeds of Trust in the case of a distribution to Owners of insurance proceeds or condemnation awards.

9.7 Appearance at Meetings. Because of its financial interest in the Project, any beneficiary of a First Deed of Trust may appear (but cannot vote) at meetings of the Members and the Board and may draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or Assessments.

9.8 Examination of Records. The holders of First Deeds of Trust shall have the right to examine, at reasonable times, the books and records of the Association and can require the submission of financial data concerning the Association, including annual audit reports and operating statements as and when furnished to the Owners.

ARTICLE X
SPECIAL DECLARANT'S RIGHTS

10.1 General. Declarant (i) reserves the right to complete the Project, including the right to construct Building 2 and the Future Building 3 and all Improvements related thereto, and (ii) shall retain control of the operation of the Association during the Control Period (defined in Section 10.3), as set forth below.

10.2 Final Subdivision Maps. The Map depicted in **Exhibit A** is based on the tentative subdivision map for the Project. Declarant shall process and record one or more final subdivision maps for the Hangars ("**Final Subdivision Maps**"). Upon recordation of any Final Subdivision Map, Declarant shall have the unilateral right to record a supplement to this Declaration to memorialize the resulting effect of the Final Subdivision Map on **Exhibit A** and **Exhibit B**, which may include recording a superseding **Exhibit A** and **Exhibit B**. The Final Subdivision Maps shall control in the event of any conflict between the Final Subdivision Maps and **Exhibits A** and/or **Exhibit B** attached hereto. Declarant, in its sole discretion, may determine (i) the footprint of Future Building 3, (ii) the architectural style of Future Building 3, so long as it is reasonably compatible with Building 2, (iii) the construction materials for Future Building 3, so long as the quality of construction is substantially similar to that of Building 2, and (iv) the number of Hangars located in Future Building 3, subject to the maximum number of Units in the Project set forth in Recital D of this Declaration.

10.3 Special Declarant's Rights. In addition to the construction and mapping rights set forth above, until such time as (i) Declarant has completed construction of Building 2 and Future Building 3, and (ii) Declarant has sold the last Hangar it owns in the Project (unless Declarant elects to retain ownership of a Hangar for its own use) ("**Control Period**"), Declarant hereby reserves unto itself the right to:

(a) select or appoint the members of the Board of the Association and the officers of the Association;

(b) establish the Budget;

(c) select vendors to perform construction, maintenance and repairs;

(d) establish the Rules and Regulations;

(e) approve or disapprove any Association matter that requires the vote or approval of the Owners, and without Declarant's approval of such matter, the matter shall be deemed rejected or disapproved; and

(d) approve or disapprove any amendment or modification to this Declaration, the Bylaws and the Ground Lease, and without Declarant's approval, any such amendment or modification shall be deemed void.

10.4 Limitation. Nothing in this Article 10 shall give Declarant the right to damage any Hangar or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Commons Areas, except as required for construction, maintenance and repair obligations conducted by Declarant.

10.5 Personal Rights. The covenants contained in this Article X are personal to Declarant and any Successor Declarant and may only be transferred by a written assignment duly recorded from a Declarant to successor Declarant, or from a Successor Declarant to another Successor Declarant. Declarant may surrender one or more of its special rights under this Article X prior to the expiration of the Control Period, with the condition that (until the Control Period expires) specified actions by the Association or the Board must be approved by the Declarant before they become effective.

ARTICLE XI
DECLARATION SUBJECT TO GROUND LEASE

11.1 Owners Rights Subject to Ground Lease. The expiration or termination of the Ground Lease will terminate the common interest community established by this Declaration. Each Owner accepting a deed or other instrument of conveyance or assignment to a Condominium, expressly acknowledges that he (i) has received and carefully read and reviewed the Ground Lease, (ii) understands his rights to his Condominium and other rights under this Declaration are subject and subordinate to the Ground Lease, and (iii) understands that the expiration or termination of the Ground Lease will terminate his rights to his Condominium and under this Declaration and the common interest community established by this Declaration.

11.2 Ground Lease Information. The following information with respect to the Ground Lease is hereby provided to each Owner:

(a) The Ground Lease is recorded in the office of the Clerk and Recorder of the consolidated municipality of Carson City as Document No. 521392. A copy of the Ground Lease is on file with the Carson City Airport Authority.

(b) The date on which the Ground Lease is scheduled to expire is May 19, 2071.

(c) The legal description of the real estate subject to the Ground Lease is described on **Exhibit A**.

(d) The Owners have no right to a right to redeem the reversion of the leasehold estate of the Ground Lease.

(e) Under Section 15 of the Ground Lease, unless the landlord elects to take title to the buildings and improvements (at no cost or obligation to the landlord), the Owners are obligated to remove at their cost all buildings and improvements and restore the leased premises to its original condition upon termination of the Ground Lease.

(f) The Owners have no right to renew the Ground Lease.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Duration. The provisions of this Declaration shall continue and be effective for a period of fifty (50) years from the date of recordation hereof and shall be automatically extended for successive periods of ten (10) years each until (i) the Owners of at least eighty percent (80%) of the Hangars within the Project and sixty-seven percent (67%) of the then Eligible Mortgage Holders shall execute a written instrument, which may be executed in counterparts, in recordable form declaring that the provisions of this Declaration shall terminate, and (ii) such written instrument is recorded in the office of the Recorder of Carson City, Nevada. Notwithstanding the foregoing, this Declaration shall automatically terminate upon the termination of the Ground Lease.

12.2 Amendment. Except as otherwise provided in the Act and below, this Declaration may be amended by vote or agreement of not less than sixty-seven percent (67%) of the voting power of the Association; provided, further, Declarant's approval is required during the Control Period. All such amendments must be in writing and prepared, executed, recorded and certified on behalf of the Association by the President of the Association. Such amendment shall be recorded in the office of the Carson City Recorder. Any substantive amendment to any of the following described provisions of this Declaration requires the written consent of fifty-one percent (51%) of the Eligible Mortgage Holders:

(a) Voting rights;

(b) Assessments, assessment liens or the priority of assessment liens;

(c) Imposition of any restrictions on the leasing of Hangars or on an Owner's right to sell or transfer such Owner's Hangar;

(d) Any provision that expressly benefits mortgage holders or mortgage insurers or guarantors;

(e) Provisions pertaining to termination of the Declaration; and

(f) Restoration or repair of the Project (after damage or partial condemnation in a manner other than that specified in this Declaration.

In the event any Eligible Mortgage Holder is notified in the manner provided in Section 12.5 below and at the address designated by such Eligible Mortgage Holder to the Association in the manner provided in such Section 12.5, of any proposed substantive amendment to this Declaration in the nature of the amendment described in subsections (a) through (f), inclusive, above, and fails to submit a written response within thirty (30) days after notice of such proposed amendment, then such Eligible Mortgage Holder shall be deemed to have given its approval of such amendment and such implied approval shall be conclusive as to all persons relying thereon in good faith. A certificate signed by the Secretary of the Association as to any Eligible Mortgage Holder's failure to so respond shall be deemed to be sufficient evidence of such approval.

Section 11.1 shall be amended only upon the written consent of the Owners of seventy-five (75%) of the Hangars within the Project.

12.3 Enforcement and Waiver.

12.3.1 Owner's Right of Enforcement. In addition to the rights of enforcement granted to the Association pursuant to the provisions of Section 5.1.2 hereof, any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Property. Nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not Owners or Eligible Mortgage Holders.

12.3.2 Violations and Nuisance. Every act or omission whereby a covenant, condition or restriction of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

12.3.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the Enforcement procedures herein set forth.

12.3.4 Remedies Cumulative. Each remedy provided by the Declaration is cumulative and not exclusive.

12.3.5 Nonwaiver. The failure to enforce the provisions of any covenant, condition or restriction contained in the Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of the Declaration.

12.4 Termination of Former Owner's Liability for Assessment. Upon the conveyance, sale, assignment or other transfer of a Hangar to a new Owner, the transferring Owner shall not be liable for any Assessment levied with respect to such Hangar after notification of the Association of such transfer in the manner provided in Section 4.4 and 12.5 hereof and the payment of a transfer fee (if any) as provided in Section 4.4 hereof. No person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration.

12.5 Notices. All notices hereunder to the Association or the Board shall be sent by regular mail, or registered or certified mail, return receipt requested, addressed to the Board at the address of the Manager, or to such other place as the Board may designate from time to time by notice in writing to the Owners of all of the Hangars. Until the Owners are notified otherwise, all notices to the Association or to the Board shall be address as follows:

Echo Delta Community Association
c/o Eric Ortiz
P.O. Box 11033
Zephyr Cove, NV 89448

All notices given by the Association to any Owner shall be sent by regular mail, or by registered or certified mail, return receipt requested, to such Owner's address as may be designated by such Owner from time to time, in writing, to the Board. All notices to Eligible Mortgage Holders shall be sent by registered or certified mail, return receipt requested, at the address to which such Eligible Mortgage Holder has last requested that notice be sent by notifying the Association in the manner provided in Section 12.5.

12.6 Approvals. Any consent or approvals by the Board shall be in writing.

12.7 Construction and Severability; Singular and Plural; Titles.

12.7.1 Restrictions and Easements Construed Together. All of the covenants, conditions, restrictions and easements of this Declaration shall be liberally construed together to promote the purposes of this Declaration as set forth herein.

12.7.2 Restrictions and Easements Severable. The covenants, conditions, restrictions and easements contained in this Declaration shall be deemed independent and severable; and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

12.7.3 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

12.7.4 Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of any Section.

12.7.5 References to the Act. For clarity, pursuant to Declarant's election under NRS 116.12075.1(c), the Act does not to apply to the Project, except for NRS 116.3116 to 116.31168, inclusive. References in this Declaration to other sections of the Act are for convenience only, for the purpose of incorporating the concept set forth in such section.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

DECLARANT:

Ortiz Bros. Aviation NV, LLC,
a Nevada limited liability company

By: _____
Eric Ortiz, Manager

STATE OF NEVADA)
) ss.
County of _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric Ortiz, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

_____
Notary Public

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)ss.
County of Los Angeles)

On March 14, 2023 before me, John K. Cho, a Notary Public, personally appeared Eric Ortiz ,

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) ~~acted~~, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

JOHN K. CHO
COMM. #2287139
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 2, 2023

FOR NOTARY STAMP

OPTIONAL

Description of the Attached Document Declaration of Condominium Covenants and Restrictions for Elks Delta Community Association

Number of Pages 39

Document Date n/a

EXHIBIT A

LEGAL DESCRIPTION AND SITE MAP

Pages 1 and 2 of Exhibit A:	Legal Description and Plot Map of Property
Page 3 of Exhibit A:	Site Plan for Building 2 and Future Building 3 (Existing Building 1 is" not-a-part" of the Project)
Pages 4 through 9 of Exhibit A:	Floor Plan, Ceiling Plan, Roof Plan, Exterior Elevations and Sections for Building 2

EXHIBIT A Legal Description

A parcel of land situate in the Northeast (NE) quarter (1/4) of Section 4 (Sec. 4), Township Fifteen North (T. 15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), County of Washoe, State of Nevada, being a portion of Remainder Parcel 1 of the Final Condominium Final Map for Sierra Skyways, Inc. Phase 1, Map No. 2980, recorded November 25, 2019, as File No. 500913, being more particularly described as follows:

BEGINNING at the northeasterly corner of said Remainder Parcel marked by a 5/8-inch rebar and cap stamped "PLS 13284", from which the East One-Quarter Corner (E ¼ Cor.) of Section Four (Sec. 4) bears South 10°39'52" East, 1,850.08 feet, marked by a rock with X in center per L2702;

THENCE, departing said corner, and along the East line of said Remainder Parcel 1, South 01°05'29" West, 147.70 feet, to the southeasterly corner of said Parcel;

THENCE, departing said southeasterly corner, and along the southerly line of said Remainder Parcel 1, South 63°46'07" West, 229.26 feet;

THENCE, departing said southerly line, South 26°13'53" East, 10.20 feet;

THENCE, South 63°46'07" West, 11.50 feet;

THENCE, North 26°13'53" West, 10.20 feet, to a point on the southerly line of said Remainder Parcel 1;

THENCE, along said southerly line, South 63°46'07" West, 93.75 feet;

THENCE, departing said southerly line, North 26°13'53" West, 175.00 feet, to the northerly line of said Remainder Parcel 1;

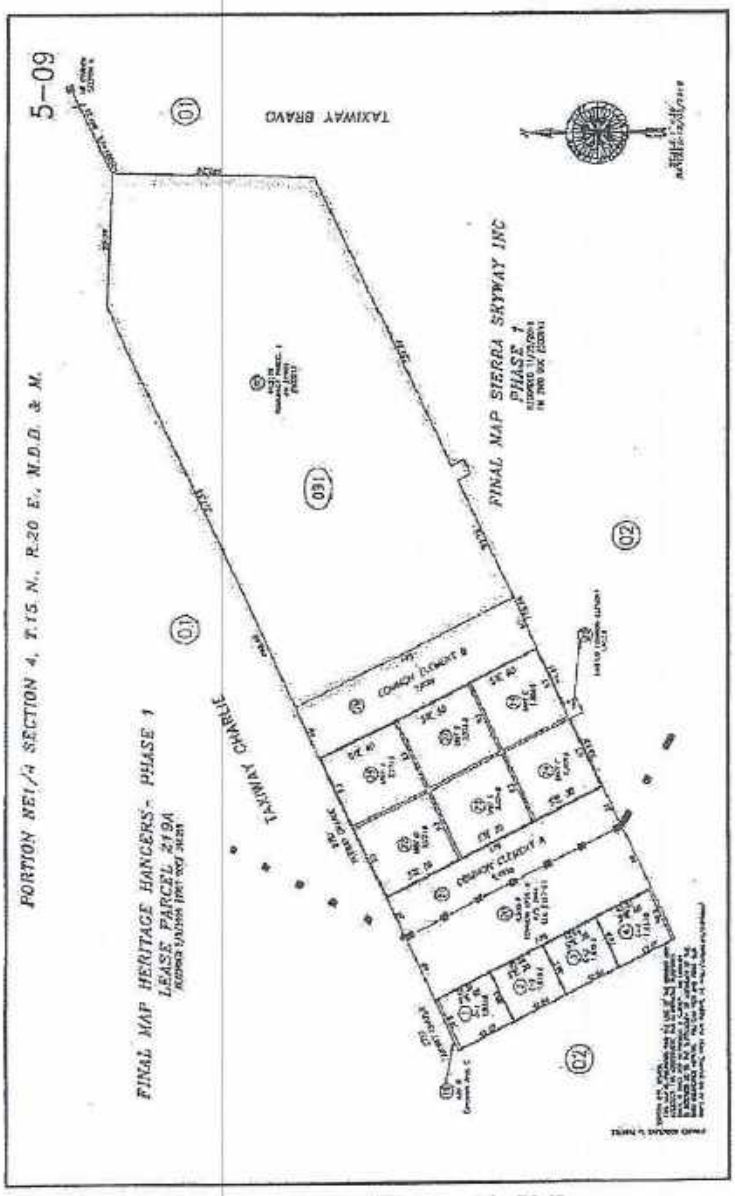
THENCE, and along the northerly line of said Remainder Parcel 1, North 63°46'07" East, 317.55 feet;

THENCE, continuing along said northerly line, South 88°54'49" East, 95.39 feet to the POINT OF BEGINNING.

Containing 64,271 square feet, more or less.

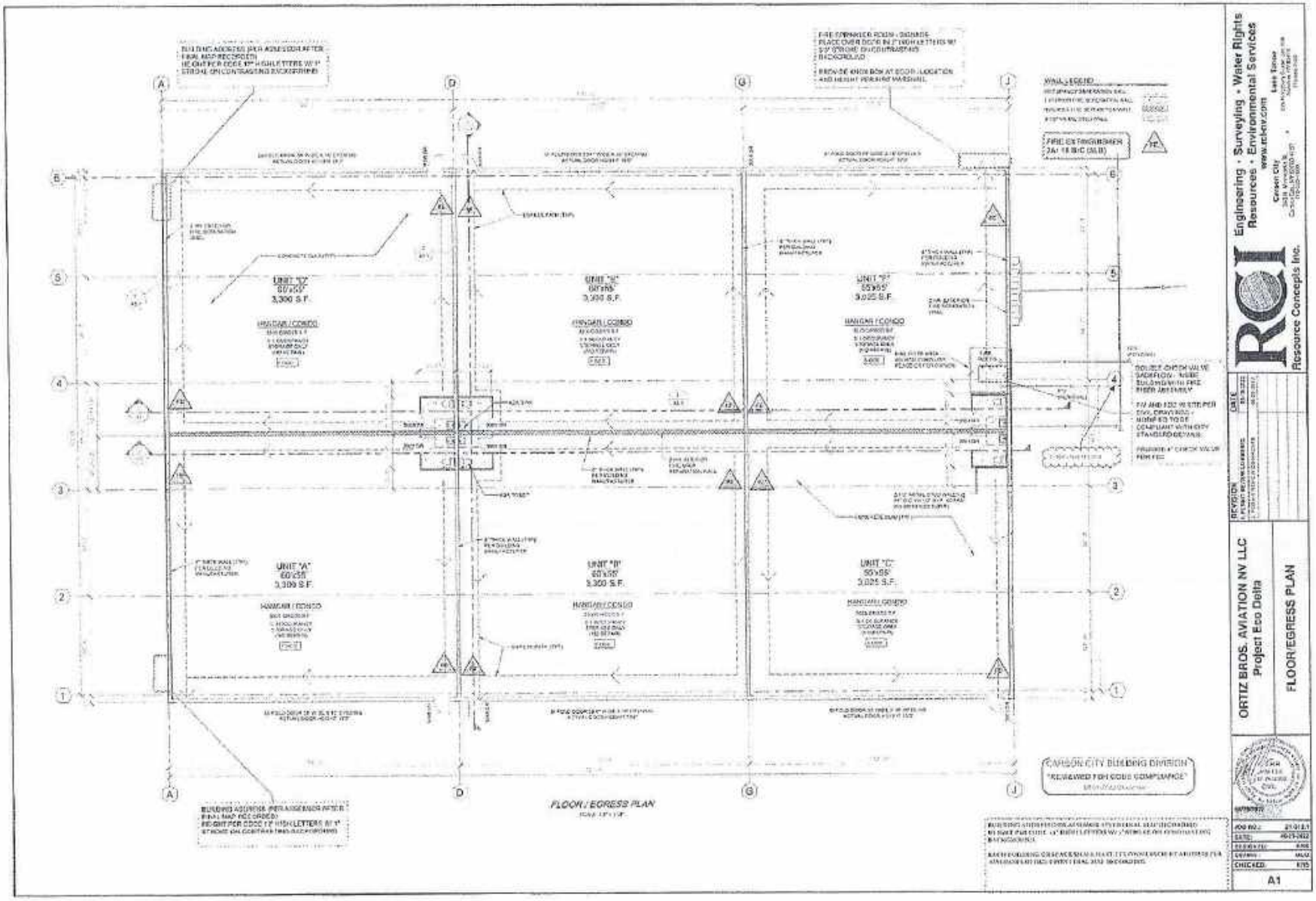
Plot Map on next page.----------

SUBJECT PLOT MAP CARSON CITY APN 005-091-30



Subject Outlined in Yellow

ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
SITE PLAN
C2
Resource Concepts Inc.
Engineering · Surveying · Water Rights
Resources · Environmental Services
CONFORMED DRAWINGS
EXISTING 6 HANGARS BUILDING 1
PROPOSED 6 HANGARS BUILDING 2
FUTURE 6 HANGARS BUILDING 3
ORTIZ BROS AVIATION NV LLC
APN: 005-091-30


UNIT "A"
60'x55'
3,300 S.F.
UNIT "B"
60'x55'
3,300 S.F.
UNIT "C"
55'x55'
3,025 S.F.
HANGAR / CONDO
FLOOR / EGRESS PLAN
CARSON CITY BUILDING DIVISION
"REVIEWED FOR CODE COMPLIANCE"
Engineering • Surveying • Water Rights
Resources • Environmental Services
Resource Concepts Inc.
ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
FLOOR/EGRESS PLAN
A1

ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
REFLECTED CEILING PLAN
A1.2
Resource Concepts Inc.
Engineering • Surveying • Water Rights
Resources • Environmental Services
www.rci-nv.com
REFLECTED CEILING PLAN

ROOF PLAN
ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
ROOF PLAN
A1.3
REVISION
DATE
Resource Concepts Inc.
Engineering • Surveying • Water Rights
Resources • Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe

ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
EXTERIOR ELEVATIONS
A2
Engineering · Surveying · Water Rights
Resources · Environmental Services
Resource Concepts Inc.
NORTH ELEVATION
EAST ELEVATION

ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
EXTERIOR ELEVATIONS
A2.1
Resource Concepts Inc.
Engineering · Surveying · Water Rights
Resources · Environmental Services
SOUTH ELEVATION
WEST ELEVATION

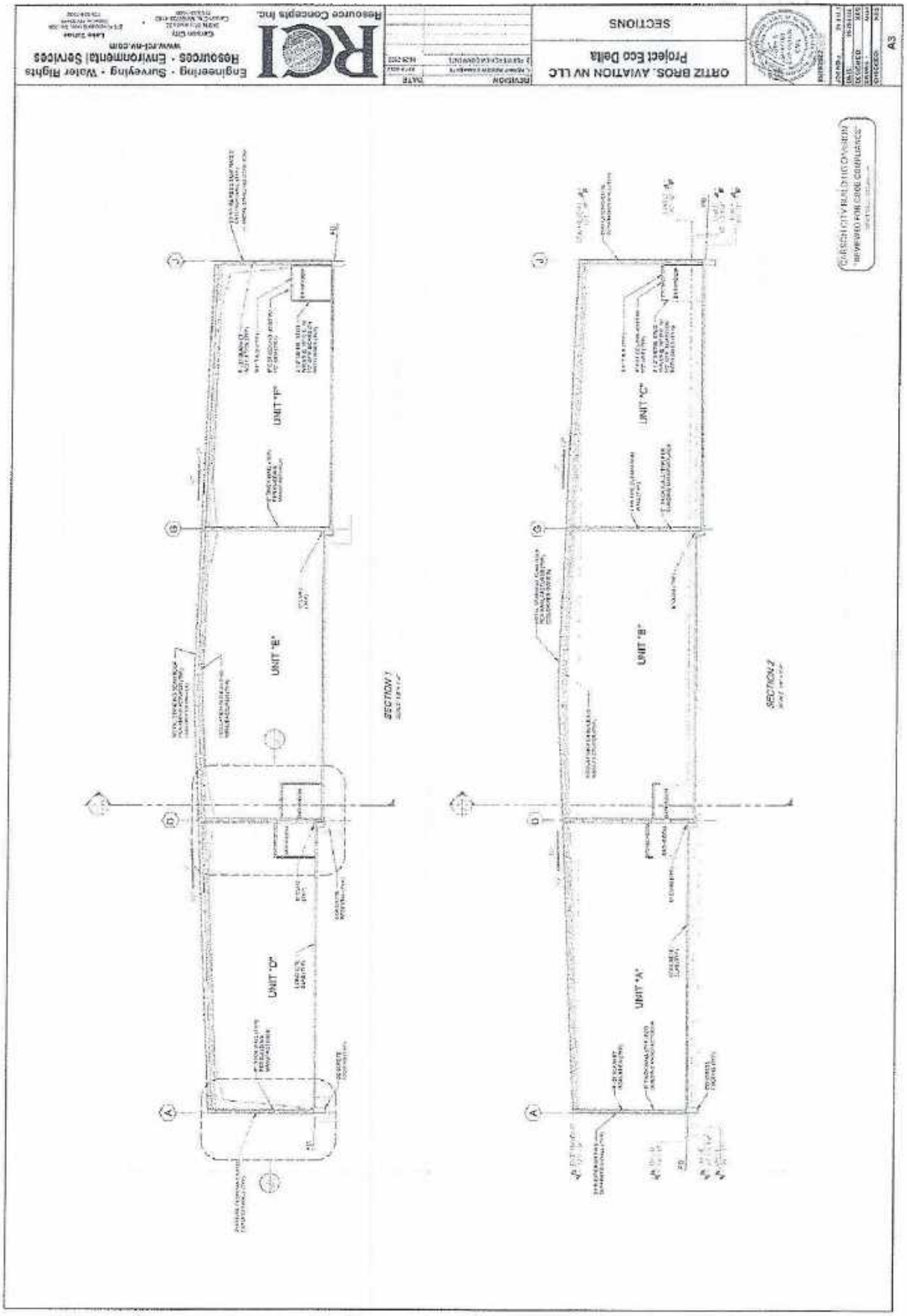

ORTIZ BROS. AVIATION NV LLC
Project Eco Delta
SECTIONS
Resource Concepts Inc.
Engineering · Surveying · Water Rights
Resources · Environmental Services
UNIT "A"
UNIT "B"
UNIT "C"
UNIT "D"
UNIT "E"
UNIT "F"
SECTION 1
SECTION 2
A3

EXHIBIT B

ALLOCATED INTERESTS

The Allocated Interest as defined by Section 1.2 of the Declaration of Covenants and Restrictions for Echo Delta Community Association is the percentage arrived at by dividing the square footage of a Hangar by the aggregate square footage of all the Hangars in the Project, as such sizes are specified on the Map.

Until such time as Future Building 3 is completed, the Allocated Interest of each of the Hangars in Building 2 shall be as follows:

Unit:	Square Feet:	Allocated Interest:
A	3,300	17.143%
B	3,300	17.143%
C	3,025	15.714%
D	3,300	17.143%
E	3,300	17.143%
F	3,025	15.714%
Totals:	19,250	100.000%

At such time as Future Building 3 is completed, the foregoing chart shall be replaced with a determination of Allocated Interests based on the resulting total of square feet of all Hangars in the Project.

Doc # 521392
Recorded 6/11/2021 2:16 PM
Requested By: RECORDING SECRETARY
Carson City - NV
Aubrey Rowlatt Clerk-Recorder
Pg 1 of 26 Fee: $0.00
Recorded By:CF

APN: 005-091-30

APN:

APN:

FOR RECORDER'S USE ONLY

CARSON CITY AIRPORT LEASE AGREEMENT

(Lease between Carson City Airport Authority and Ortiz Bros. Aviation, LLC)

TITLE OF DOCUMENT

☑ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: [Enter Text Here]

Cheryl Eggert
Signature

Cheryl Eggert - Chief Deputy Clerk
Print Name & Title

WHEN RECORDED MAIL TO:

Carson City
885 E. Musser Street, suite 1032
Carson City, NV 89701

APN 005-091-30

Lessee/ tax statements to:
Ortiz Bros. Aviation, LLC
111 Sierra Colina
Stateline, NV 89449

The Tenant and Landlord hereto affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 19 day of May, 2021, between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "City" or "Carson City" (property owner) and the Carson City Airport Authority, an Airport operator per NRS 844 hereinafter referred to as "Airport Authority" (and together with City, "Landlord"), whose address is 2600 E. College Parkway #6 Carson City, Nevada 89706 (email to: manager@flycarsoncity.com), and Ortiz Bros. Aviation, LLC ("Tenant"), whose address is 111 Sierra Colina, Stateline, NV 89449 (email to: Eric Ortiz <ortiz711@mac.com>).

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter a lease as regards certain ground space for construction of hangars as an aircraft storage FBO under Title 19 of the Carson City Municipal Code: and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport ("Airport"); and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Airport and comprised of that lot located there at the southwest corner of taxiways B and C identified as APN 5-091-30; further identified as the most westerly portion of Lot E on Document 457163 Recorded in the Records of Carson City on August 28, 2015; and as fully described on Exhibit A ("Legal Description") to this lease, with the appurtenant rights included in Paragraph 8. Said lot was returned to the Landlord by Airport Structures LLC in Document

437830 recorded Aug 28, 2013, and subsequently leased and returned by Sierra Skyway, Inc. The area is comprised of approximately 64,295 sq ft. of undeveloped property but with existing underground infrastructure installed.

2. TERM. The term shall be fifty (50) years from the date of execution hereunder.

3. BASE RENT. Tenant shall pay to Landlord $19,288.50 per year ($1,607.38 per month); calculated as $0.30 per square foot per year (upon lease approval; to be paid on the first of the month following Board of Supervisor approval of the lease). Rent shall be payable monthly with payments due on the first day of each month. Tenant shall be responsible for the paving of ramp and taxilane area within the leasehold boundaries. The rental rate is based upon the use as aircraft storage only hangars.

A. The rental rate includes payment for utilities infrastructure fees to utilize the utility plant previously installed on the Airport at the expense of the Airport Authority, but does not include hookup fees, if any, assessed by the Carson City Utility Department.

B. Tenant shall maintain, at Tenant's cost, utilities infrastructure in conformance with the engineering design and prior installation approved by the Airport Authority for this area.

C. Tenant to reimburse Landlord for the appraisal cost of $2,500.00.

4. ADJUSTMENTS TO BASE RENT.

A. CONSUMER PRICE INDEX ADJUSTMENT. An adjustment of the rental and fees described above shall occur first on January 1, 2023, then at two-year anniversary intervals from January 1, 2023. during the term of this Lease. Such adjustment of rental shall be based upon the percentage change reflected by the Consumer Price Index (hereinafter called the "Price Index") for the preceding two-year period. The Price Index shall mean the average for "all items" shown on the "U.S. City Average for All Urban Consumers" as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the Bureau of Legal Statistics. Landlord shall measure each two-year adjustment using the most recently available report, recognizing that it may be necessary to use a 2-year period with a final quarter ending prior to each January 1 adjustment date. In no event, however, shall any decrease in the Price Index result in a decrease of the rental below the base rate set forth at Section 3 of this lease. For example, if the Price Index for December 2024 is 155.0 (1982-1984=100), and for December 2020 was 150.0, then the rent would be adjusted by the difference (155.0-150.0) divided by 150.0 which equals a 3.3% increase.

B. MARKET TO MARKET LAND APPRAISAL. On January 1, 2036, and thereafter at each 10-year anniversary of the lease term, the rent rate shall be adjusted to the appraised rate as determined by an MAI certified appraiser, selected from the Carson City Board of Supervisors' approved list of appraisers. Landlord and Tenant shall share equally the expense of such appraisals.

5. IMPROVEMENTS. Tenant shall commence construction of the hangar project as set forth in Exhibit B to this lease with construction of all hangars completed within 2 years of execution of this lease. Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code, including but not limited to, expending funds for maintenance on the property, pavement and improvements, at an effective rate of at least $0.03/sqft/yr averaged over a 10-year period. Upon completion of construction, Tenant shall provide Landlord with an exterior and pavement maintenance plan and shall abide by the plan. Upon each 10-year anniversary of January 1, 2022, the Tenant shall report on its improvements to, and maintenance on, the leasehold made during the 10-year period. Upon request of Landlord, Tenant shall provide supporting documentation of such Tenant expenditures to ensure that the facility is being maintained in the same fashion (i.e. the same, good condition as when improvement construction was completed, normal wear and tear excepted). Such maintenance shall include, as a minimum, adequate care of the Tenant pavement such that the pavement remains no lower than a fair rating (i.e. PCI 58-74). Failure to maintain leasehold improvements at or above these standards shall be treated as a breach of this lease.

6. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to pay rent when due if the failure continues for ten (10) days after notice has been given to Tenant.

B. Abandonment and vacation of the premises. Failure to occupy and operate the premises for sixty (60) consecutive days shall be deemed an abandonment and vacation, except to the extent such non-use is within the construction schedule.

C. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this lease, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

E. Filing a petition of voluntary or involuntary bankruptcy regarding Tenant.

F. The making by the Tenant of any general assignment for the benefit of creditors.

G. Violation of any of the standards, rules, and regulations set forth in CCMC Title 19, Appendix A of this lease, or Exhibit B to this lease, or failure to maintain current licenses required for the permitted operation. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

H. Failure to provide or maintain the required certificates of insurance.

I. Failure to complete construction of the facilities as required by this lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this lease under this subsection at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

Notices given under this paragraph must specify the alleged default, the applicable lease provision(s), and must demand that Tenant cure its default and perform the provisions of this lease or pay the rent that is in arrears, within the applicable period of time, or quit the premises. Unless a different period to cure a default is specified in this lease, any notice of default from Landlord to the Tenant shall provide Tenant ten (10) days to cure its default, if the default is one that can be cured, or quit the premises. No such notice will be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

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

7. REMEDIES. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative to any remedies now or later allowed

by law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord deems appropriate. Any amount paid, or expense or liability incurred, by the Landlord for the account of Tenant may be deemed to be additional charges, and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. Tenant's right to possession not terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession. Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises. Reletting can be for a period shorter or longer than the remaining term of this lease. In the event of reletting, Tenant shall still pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting.

If Landlord elects to relet the premises as provided in this paragraph, rent that Landlord receives from a third party upon reletting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including maintenance, incurred by Landlord in reletting;

Third, rent due and unpaid under this lease, after deducting the payments referred to in this paragraph. Any sum remaining from the rent Landlord received from reletting shall be held by Landlord and applied for payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from reletting is less than the rent due on the date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs including for maintenance Landlord incurred in reletting, that remain after applying the rent received from the reletting as provided in this

paragraph.

C. Termination of Tenant's right to possession. Landlord can terminate Tenant's right to possession of the premises at any time after default. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant the unpaid rent that had been earned at the time of termination of this lease, and any other amount, including court costs, necessary to compensate Landlord for all detriments proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for the storage of aircraft; storage of machinery, parts and tools associated with the stored aircraft: office space associated with the stored aircraft; and the permitted FBO activities identified in the FAA Hangar Use Policy as adopted in the Carson City Municipal Code 19.02.020.370, as amended. Tenant is expressly prohibited from conducting any activity at the Airport other than that provided by this lease or as may be approved by Landlord.

Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses permitted under this lease and other leases on this Airport. Landlord's decision shall be final as to claims of conflict over interfering uses. No person may live in, or otherwise inhabit, any hangars constructed on the property leased.

All aircraft stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 consecutive days. Tenant shall supply Landlord with evidence of the registration and taxation information for aircraft stored on the leased premises on the two-year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager or required by the Hangar Use Ordinance, or other applicable law or policy.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the leased premises and a nonexclusive right to use the taxiways between the leased premises and the Airport's runway. Tenant shall be responsible for, and control the access to, the leased premises. Tenant is responsible for determining whether the designated taxilane

access is sufficient for its needs. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, and/or access plans, and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA), or the State of Nevada. To the extent that the Airport utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions, and charges as other Airport users.

C. Right of Entry. Landlord, or its designated Airport Manager or agent, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection deemed expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this lease.

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. All exemptions or applications must have the prior approval of Landlord and comply with the Carson City Municipal Code Title 19, Airport Rules and Regulations.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that Tenant shall comply with all Federal Aviation Regulations (FARs) applicable to Tenant's operations on the premises. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the assurances Landlord granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

   a. Title 49. USC, subtitle VII, as amended.
   b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
   c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
   d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
s. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
u. Copeland Anti kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252)..
aa. Such Federal Regulations and Executive Orders as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at https://www.faa.gov/airports/aip/grant_assurances/ or such updated listing at the official website maintained by the FAA.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration, covenants and agrees as a covenant running with the land that: 1) no person on the grounds of race,

color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

4. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users and it must charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach of this lease and in the event of such noncompliance, the Landlord shall have the right to terminate this lease without liability, or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person or entity to render accommodations and/or services to the public on the leased premises.

7. If the conduct of business is permitted on the premises, the Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of

race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

8. The Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, or maintenance of the Airport.

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises to a height more than ten (10) feet above the highest part of Tenant's

building. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

14. The Tenant, by accepting this lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the leased premises and to abate the interference at the expense of the Tenant.

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

F. Tenant assures complete compliance with the Carson City Airport Rules and Regulations upon leased premises.

9. ASSIGNMENT AND SUBLEASING. Tenant shall be permitted to assign this lease to a hangar owners association to allow individual ownership of hangars and such association shall be a single entity responsible to Landlord, but Tenant shall have no other right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

Tenant shall have the right to assign, pledge, or hypothecate this lease for the purpose of securing additional financing, but only if the Landlord provides prior, written approval.

The parties agree that a transfer of corporate interests in Tenant exceeding twenty-five percent (25%) shall be deemed an assignment of this lease. The term "corporate interests" shall include corporate ownership, or the ownership of any partnership, trust, Limited Liability Company, and other entity for ownership by more than one person permitted by law.

The Landlord reserves the right to assign, pledge, or hypothecate this lease upon notice to the Tenant.

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at its own cost, commercial general insurance coverage in the amount of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) aggregate, the category to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage, including owned and non-owned aircraft, for any claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Airport.

2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.

3. Fire and extended coverage and vandalism and malicious mischief insurance, for damage or destruction of real property or leasehold improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

B. Workers' Compensation & Employer's Liability Insurance. In addition, to the extent required by law, Tenant shall provide workers' compensation insurance as required by NRS Chapters 616A through 617 inclusive and Employer's Liability insurance with a minimum limit not less than $1,000.000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

C. Insured Includes. Both Airport Authority and Carson City, individually, must be named as additional insureds and the insurance carrier underwriting such coverage must give the Landlord thirty (30) days written notice prior to cancellation of, or material alteration to, the insurance policy.

Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or

policies shall be maintained in full force and effect during the term of the lease, including and renewals or extensions of this lease.

D. Review of Insurance coverage. Landlord reserves the right, every five years, to review and adjust the amount and kind of insurance coverage required.

E. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this lease, until the time Tenant surrenders the premises.

11. INDEMNIFICATION. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Landlord and Tenant 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 arising in connection to this lease. 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.

Except as otherwise provided below in this Section, 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: (1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (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.

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.

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.

In addition, and as more fully described in Section 12 of this lease, the Tenant further agrees to indemnify, hold harmless and defend Landlord from environmental liability for contamination or damage to the leased premises and any adjacent area to the leased premises related or connected with the occupation or use of the leasehold property.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation on the leased premises in compliance with all applicable environmental laws and permits. No fuel storage (other than in aircraft fuel tanks of operational aircraft) is permitted on the leased premises. Flammable materials shall be stored in National Fire Code fireproof containers and not to exceed 5 gallons. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

(a) a release of a hazardous substance on or about the leased premises except in strict compliance with applicable environmental laws and permits;

(b) the receipt by the Tenant of an Environmental Notice; or

(c) the receipt by the Tenant of information which indicates that hazardous substances are being used, dissipated, stored, disposed of or introduced into the environmental by anyone in or about the leased premises in a manner other than that authorized under environmental laws.

Tenant will not permit the storage, use, treatment, disposal, or introduction into the environment of hazardous substances in or about the leased premises, except in compliance with applicable environmental laws. If the Landlord receives information that hazardous substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the leased premises in a manner other than that authorized under environmental laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of hazardous substances in or about the leased premises or traceable to the leased premises. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter the leased premises and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of hazardous substances on or in the leased premises , the Tenant will take all necessary action, at the cost of the Tenant, to restore the leased premises to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the

Tenant will provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and hold harmless Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

(a) a breach by the Tenant of any of the covenants contained in Section 12 of this lease;

(b) the presence of or release of any hazardous substance on or off-site of the leased premises;

(c) any action taken by the Landlord with respect to the existence of any hazardous substance on or off-site of the leased premises; or

(d) any action taken by the Landlord in compliance with any environmental notice with respect to the existence of any hazardous substance on or off-site of the leased premises;

and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. MAINTENANCE. Landlord is not required to provide any maintenance, repairs, removal, and construction of the gross area leased or of buildings or facilities erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, sewer, trash and other utility charges used or incurred in or about the lease premises.

Tenant shall maintain all leased areas, salvage and rehabilitation areas, displays, storage areas, landscaping, pavement, facilities, and structures in a state of repair and good appearance acceptable to the Landlord. Landlord shall have sole discretion in interpreting and enforcing all Federal, State, and local rules, regulations, codes, and ordinances in determining what is, or is not, acceptable. No parking of vehicles, trailers or Tenant property shall be outside of the hangar, nor blocking any taxilane, except that vehicles will be parked immediately in front of hangar door if such can be done without obstructing any taxilane, taxiway or public use area, or in designated parking areas.

Landlord may require Tenant to perform all necessary maintenance, repairs, removal, construction or cleaning/clearing of unsightly areas upon the leased premises. In the event such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas is not undertaken as required, Landlord may perform such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas on behalf of Tenant, and at Tenant's expense, plus ten percent (10%) for administration.

14. TAX OBLIGATION. Tenant shall pay all taxes and assessments against any buildings or other structures and improvements used by Tenant in its operations, and if imposed at any future date, any and all real property taxes assessed against the land leased from Landlord, including any possessory interest taxes.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall remove at his cost all buildings and improvements upon termination of this lease and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on expiration of lease period, or upon termination of this lease, to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

16. REPORTING. Anything that affects the safe and efficient operation of the Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the Airport Authority for consideration.

18. GENERAL. It is understood and agreed that each and all the terms of this lease are subject to the regulations and provisions of law applicable to the operation of the Airport as a Federal Aid Airport Project. If any provision of this lease is invalid, the other provisions of this lease which are valid shall remain in effect, and this lease will be re-negotiated to comply with the requirements of the applicable laws and regulations. In the event that negotiation attempts are unsuccessful, either party may petition the First Judicial District Court, which shall then be entitled to establish such replacement provisions or issue such rulings as are just, for the purpose of satisfying the intent of this lease's provisions.

The Tenant agrees to observe and obey during the terms of this lease all laws, rules, and regulations promulgated and enforced by the State of Nevada, Carson City, and by any other proper authority having jurisdiction over the conduct of operations at the Airport.

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this lease for the purpose of, and to the extent necessary, to maintain law, order, and safety, and has the authority and the right to deny access to the Airport for any person who fails to obey all relevant laws, rules, and regulations.

19. NOTICES. It is agreed that any notice to be given or served upon either party shall be sufficient if sent by email; certified mail, postage prepaid, addressed to the address of the party listed at the beginning of this lease; or to such other address as may be designated in writing by such party.

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

21. PROPER AUTHORITY. Landlord and Tenant represent and warrant that the person executing this lease on behalf of each party has full power and authority to enter into this lease. Tenant acknowledges that this lease is effective only for the period of time specified in this lease.

22. GOVERNING LAW / JURISDICTION. This lease and the rights and obligations of the Landlord and Tenant 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. Tenant consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for any dispute arising in relation to this lease.

23. ADDITIONAL CONDITIONS. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A. Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the submissions to Landlord.

Tenant shall ensure at all times that the premises are kept free and clear of any liens or encumbrances that may be caused by any act or omission of Tenant or its employees, agents, volunteers, contractors or invitees, including, without limitation, any liens arising from or relating to any work performed, materials furnished or obligations incurred by Tenant.

24. FORCE MAJEURE: Neither party shall be deemed to be in violation of this lease 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.

25. ENTIRE CONTRACT AND MODIFICATION. This lease and its integrated attachment(s) constitute the entire agreement of Landlord and Tenant 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 lease specifically displays a mutual intent to amend a particular part of this lease, general conflicts in language between any such attachment and this lease shall be construed consistent with the terms of this lease. Conflicts in language between this lease and any other agreement between Landlord and Tenant on this same matter shall be construed consistent with the terms of this lease. The parties agree that each has had their respective counsel review this lease which shall be construed as if it was jointly drafted.

TENANT
Ortiz Bros. Aviation, LLC

Eric Ortiz, Managing Partner

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA

Michael Golden, CHAIRMAN

ATTEST:

Jon Rogers, Treasurer

STATE OF California)
: ss
COUNTY OF Los Angeles)

On this 14 day of May, 2021, before me, the undersigned, a Notary Public, personally appeared ERIC ORTIZ, Managing Member of ORTIZ BROS. AVIATION, LLC, known to me (or proved to me) to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC (SEAL)

5-14-21

NORALIZ SANTANA MORALES
Commission No. 2287282
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires NOVEMBER 17, 2022

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

Approved by the Board of Supervisors this 3rd day of June, 2021.

Lori Bagwell
LORI BAGWELL, Mayor

ATTEST:

Aubrey Rowlatt
CLERK/RECORDER (or Deputy)
Aubrey Rowlatt

CITY'S LEGAL COUNSEL
Approved as to form.

DEP. DISTRICT ATTORNEY
Adam Tully

AIRPORT AUTHORITY COUNSEL
Approved as to form

STEVEN E. TACKES, ESQ.

EXHIBIT A Legal Description

A parcel of land situate in the Northeast (NE) quarter (1/4) of Section 4 (Sec. 4), Township Fifteen North (T. 15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), County of Washoe, State of Nevada, being a portion of Remainder Parcel 1 of the Final Condominium Final Map for Sierra Skyways, Inc. Phase 1, Map No. 2980, recorded November 25, 2019, as File No. 500913, being more particularly described as follows:

BEGINNING at the northeasterly corner of said Remainder Parcel marked by a 5/8-inch rebar and cap stamped "PLS 13284", from which the East One-Quarter Corner (E ¼ Cor.) of Section Four (Sec. 4) bears South 10°39'52" East, 1,850.08 feet, marked by a rock with X in center per 1.2702;

THENCE, departing said corner, and along the East line of said Remainder Parcel 1, South 01°05'29" West, 147.70 feet, to the southeasterly corner of said Parcel;

THENCE, departing said southeasterly corner, and along the southerly line of said Remainder Parcel 1, South 63°46'07" West, 229.26 feet;

THENCE, departing said southerly line, South 26°13'53" East, 10.20 feet;

THENCE, South 63°46'07" West, 11.50 feet;

THENCE, North 26°13'53" West, 10.20 feet, to a point on the southerly line of said Remainder Parcel 1;

THENCE, along said southerly line, South 63°46'07" West, 93.75 feet;

THENCE, departing said southerly line, North 26°13'53" West, 175.00 feet, to the northerly line of said Remainder Parcel 1;

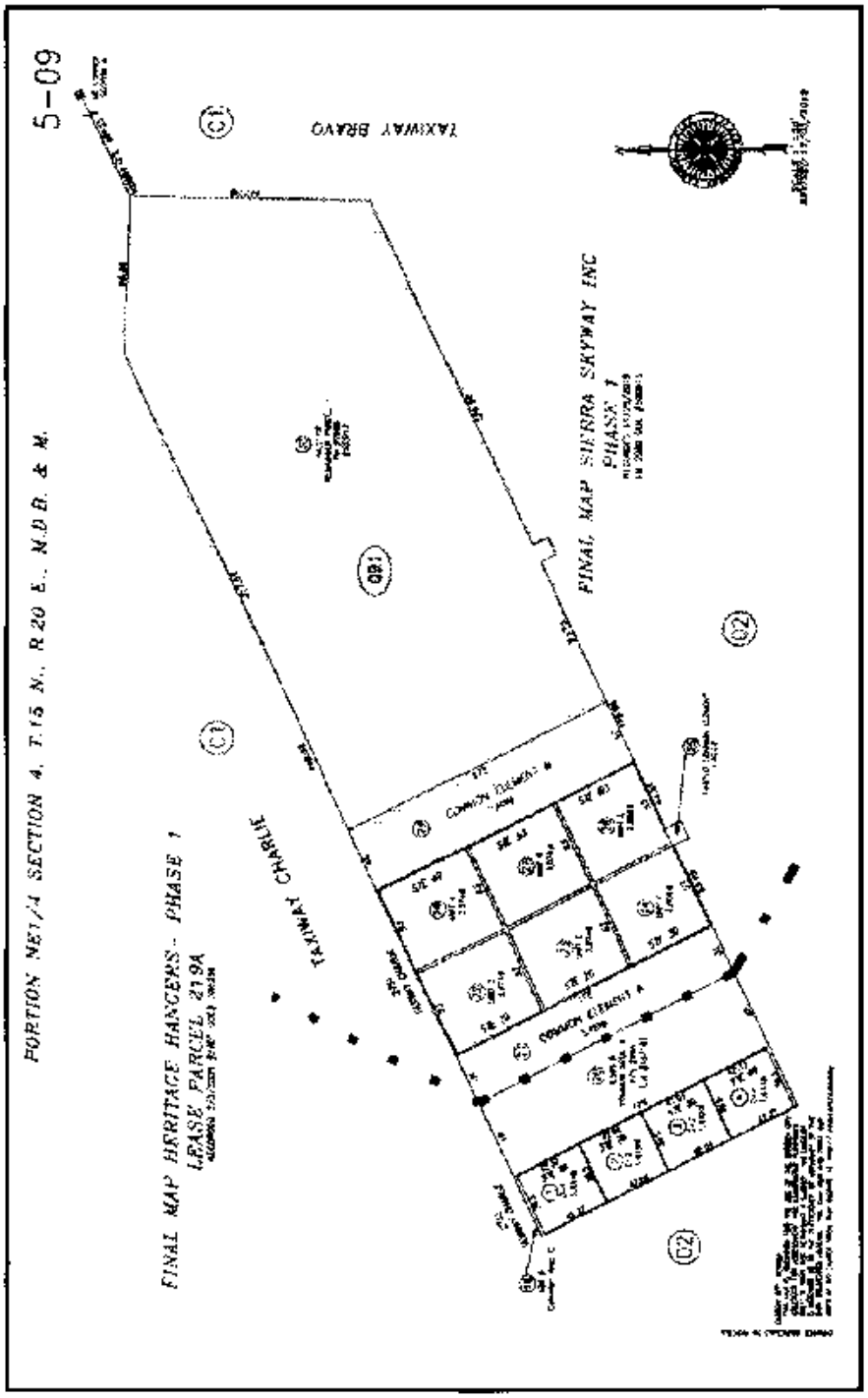
THENCE, and along the northerly line of said Remainder Parcel 1, North 63°46'07" East, 317.55 feet;

THENCE, continuing along said northerly line, South 88°54'49" East, 95.39 feet to the POINT OF BEGINNING.

Containing 64,271 square feet, more or less.

Plot Map on next page.----------

SUBJECT PLOT MAP CARSON CITY APN 005-091-30



Subject Outlined in Yellow

EXHIBIT B

CONSTRUCTION EXHIBITS

If required by any Federal, State, or local agency, the Tenant shall prepare and submit an environmental Phase I audit. All structures erected, and paved areas on the Airport, shall comply with all applicable County and State building, health, and safety regulations, including, if applicable, any other building, fire, sign, electrical, heating, zoning, and plumbing codes. Architectural design of all structures and paving shall be reviewed and approved by the Carson City Airport Authority.

Tenant shall be required to furnish to the Carson City Airport Authority a copy of a contract between Tenant and a licensed contractor. The contract shall be protected by a performance bond to guarantee that the improvements will be completed according to the existing codes and the improvements will be free from any liens.

Tenant is obligated to secure all permits that are necessary and required to construct or develop any building, improvements, and additions upon lease parcel.

1. CONSTRUCTION ON PREMISES. Tenant shall comply with all Federal, State, and local laws, ordinances, orders, judgments, decrees, regulations, directives, and requirements now, or which may be, applicable to the construction of improvements on the operations and uses of the premises.

A. Construction Phasing

1. All plans completed and submitted to Landlord and governmental offices for approval within 1 year of the effective date of the lease.
2. All permits obtained for construction within 120 days next following.
3. All construction completed within two years of the effective date of the lease.

B. Failure to Use Property. Failure by Tenant to satisfy the requirements as set forth above may result in default of this lease and Landlord may, at its discretion, disallow the use of any, or all, of the premises.

C. Certificate of Completion. Upon completion of the improvements, Tenant shall submit to the Landlord a copy of its acceptance letter certifying completion and a

certified copy of any certificate or permit which may be required by any Federal, State, County, or other local government or agency in connection with the completion or occupancy by Tenant. Tenant shall furnish to Landlord a set of reproducible, final "as built" drawings of any and all improvements not later than ninety (90) days following the completion, occupancy, or initial use of such improvements, whichever comes first.

2. TITLE TO IMPROVEMENTS AND FIXTURES. During the term of this lease, all improvements (other than trade fixtures) erected, installed, or constructed by Tenant on the premises shall become part of the land upon which they are erected, or part of the building to which they are affixed, and title to such improvements, facilities, or alterations shall remain with Tenant. Title to improvements on the leased premises upon termination or expiration of this lease is governed by Section 15 of the lease.

Trade fixtures shall remain the property of Tenant and that term shall include, but shall not be limited to, personal property, signs used to identify the Tenant's facilities in and about the leased premises, and all machinery and equipment installed in, placed on, or used in connection with Tenant's operation.

APPENDIX A
CARSON CITY AIRPORT AUTHORITY

DEVELOPMENT/CONSTRUCTION STANDARDS

CODE REQUIREMENTS - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

OUTSIDE STORAGE AREA - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

WATER - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

FIRE HYDRANTS - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

POWER - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

FLOORS - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

COLORS - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

DOOR HEIGHT - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLERA SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

NEW CONSTRUCTION - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

LIGHTING - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

PARKING - PARKING SPACES SHALL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGERS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

FENCING - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR AIRPORT BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

TRASH - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

Agenda Item No: 9.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Sheri Russell-Benabou, 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 March 24, 2023, per NRS 251.030 and NRS 354.290. (Sheri Russell-Benabou, 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

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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 March 24, 2023.

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 03-24-2023.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 3/3/2023 & 3/24/2023

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	$ 25,625,920.78	$ 1,188,182.39	$ 5,071,328.16	$ 21,742,775.01
201	AIRPORT FUND	0.07	-	-	0.07
202	COOPERATIVE EXTENSION FUND	357,284.33	3,496.29	53,338.12	307,442.50
208	SUPPLEMENTAL INDIGENT FUND	3,150,746.32	29,791.01	16,697.73	3,163,839.60
210	CAPITAL PROJECTS FUND	26,465,183.36	66,641.46	147,261.73	26,384,563.09
215	SENIOR CENTER FUND	543,377.61	12,953.11	33,775.74	522,554.98
225	CARSON CITY TRANSIT FUND	295,580.70	3,871.65	304,656.17	(5,203.82) [1]
230	LIBRARY GIFT FUND	128,740.71	325.63	-	129,066.34
235	LANDSCAPE MAINTENANCE FUND	553,226.84	712.50	4,993.91	548,945.43
236	ADMINISTRATIVE ASSESSMENT FUND	29,469.55	14,517.79	7,630.64	36,356.70
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	70,551.61	1,835.23	5,300.00	67,086.84
240	TRAFFIC/TRANSPORTATION FUND	21,996.41	995.00	1,893.57	21,097.84
245	CAMPO FUND	(51,787.02)	132,564.95	6,402.87	74,375.06
250	REGIONAL TRANSPORTATION FUND	4,856,924.39	6,609.72	76,934.77	4,786,599.34
253	V & T INFRASTRUCTURE FUND	3,020,572.73	-	5,581.21	3,014,991.52
254	QUALITY OF LIFE FUND	5,756,887.68	-	58,341.55	5,698,546.13
256	STREET MAINTENANCE FUND	1,588,620.10	4,566.70	459,787.61	1,133,399.19
275	GRANT FUND	18,136,506.77	456,639.42	318,419.99	18,274,726.20
280	COMMISSARY FUND	114,940.74	19,039.20	4,603.04	129,376.90
287	911 SURCHARGE FUND	936,098.34	69,186.00	10,340.15	994,944.19
310	INFRASTRUCTURE TAX FUND	8,128,679.04	-	234,263.80	7,894,415.24
340	EXTRAORDINARY MAINTENANCE FUND	11,074,353.72	-	72,395.13	11,001,958.59
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,063,019.64	-	-	1,063,019.64
410	DEBT SERVICE FUND	2,004,025.37	-	858,709.38	1,145,315.99
501	AMBULANCE FUND	4,033,424.86	155,095.38	236,122.72	3,952,397.52
505	STORMWATER FUND	937,125.75	141,871.87	109,519.77	969,477.85
510	WASTEWATER FUND	24,133,306.97	828,836.04	440,482.90	24,521,660.11
520	WATER FUND	26,215,698.78	689,683.74	656,822.83	26,248,559.69
525	BUILDING PERMITS FUND	1,175,833.04	77,017.10	54,741.90	1,198,108.24
530	CEMETERY FUND	556,351.91	6,368.70	12,318.91	550,401.70
560	FLEET MANAGEMENT FUND	1,322,094.12	1,256,873.75	219,014.17	2,359,953.70
570	GROUP MEDICAL INSURANCE FUND	94,418.85	406,009.91	98,933.86	401,494.90
580	WORKERS COMPENSATION FUND	3,162,166.38	94,581.20	61,528.67	3,195,218.91
590	INSURANCE FUND	1,526,580.98	1,038,829.18	10,278.91	2,555,131.25
602	REDEVELOPMENT ADMINISTRATIVE FUND	162,901.53	-	14,334.62	148,566.91
603	REDEVELOPMENT REVOLVING FUND	3,178,110.32	-	159,717.52	3,018,392.80
604	REDEVELOPMENT TAX INCREMENT FUND	1,664,929.66	77,107.45	-	1,742,037.11
730	SCHOOL DEBT FUND	14,368,446.08	122,189.71	-	14,490,635.79
740	CARSON CITY TOURISM AUTHORITY	3,380,669.17	79,089.42	57,814.29	3,401,944.30
748	CARSON CITY SCHOOL OPERATING FUND	1,515,799.27	194,287.63	-	1,710,086.90
750	STATE OF NEVADA FUND	788,987.23	175,751.24	-	964,738.47
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	151.06	26.48	-	177.54
760	WATER SUB-CONSERVANCY FUND	32,719.09	36,599.03	29,918.05	39,400.07
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	98,188.71	-	-	98,188.71
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	107,398.84	570.00	39.00	107,929.84
793	CONTROLLER'S TRUST FUND	12,068.36	-	-	12,068.36
850	CARSON CITY OPEB TRUST FUND	2,790,011.08	88,033.72	-	2,878,044.80
TOTAL		**$ 205,135,551.60**	**$ 7,480,749.60**	**$ 9,914,243.39**	**$ 202,702,057.81**

[1] Timing difference - awaiting grant reimbursement.

Agenda Item No: 10.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Jennifer Budge, Parks, Recreation and Open Space Director

Agenda Title: For Possible Action: Discussion and possible action regarding proposed revisions to the Carson City Parks, Recreation and Open Space Department ("Department") Fee Policy and Schedule. (Jennifer Budge, jbudge@carson.org and Dan Earp, djearp@carson.org)

Staff Summary: This item, if approved, will update policies, procedures and fees related to facilities, programs and services provided by the Department. Fees are based on a comparative market analysis, facility and program use, cost recovery, legal mandates and staff input.

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

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Proposed Motion
I move to approve the proposed Fee Policy and Schedule updates as presented.

Board's Strategic Goal
Quality of Life

Previous Action
February 21, 2023 (Item 5F) - The Open Space Advisory Committee approved a recommendation to the Board of Supervisors ("Board") concerning proposed updates to the Parks, Recreation and Open Space Department Fee Policy and Schedule.

February 7, 2023 (Item 5E) - The Parks and Recreation Commission approved a recommendation to the Board regarding the proposed fee policy updates with changes to the shower use fee at the Carson Aquatic Facility.

March 3, 2022 (Item 9A) - The Board approved Fee Policy and Schedule updates with changes.

November 5, 2020 (Item 24C) - The Board approved the Department Fee Policy and Schedule to implement new fees for sports field usage and tournament fees and facility and program fees to be effective starting in 2021. The Board also repealed Resolution No. 2009-R-6 and all previous resolutions establishing or administering fees pertaining to the Department, including cemetery operations.

May 21, 2020 (Item 15A) - The Board approved the Carson City Rifle and Pistol Range Fee Schedule effective July 1, 2020 and authorized the Finance Department to direct all revenues into a designated account for future operations, maintenance and management of the facility.

Background/Issues & Analysis
The Fee Policy and accompanying fee schedule adopted by the Board in 2020, includes cost recovery goals and allocates a 10% asset management fee to be designated toward infrastructure preservation of parks and

recreation facilities. The policy recommends an annual review and staff is proposing some minor policy changes, adding additional fees that were previously overlooked and clarifying some language including:

Proposed Policy revisions:
-Co-Sponsorship clarification on special event partnerships (4.3.1)
-Clarification on insurance requirements (4.5.5)
-Adding Nevada State Parks and Nevada Division of Outdoor Recreation to Government Use Rate (5.1)
-Clarification on Boys and Girls Club of Western Nevada (5.2)
-Adding Adaptive Programming (ex. Movers and Doers) to Level 3 (6.0)
-Added Arts and Culture to Level 3 (page 10)
-Various minor clerical edits throughout

Proposed Fee Schedule revision highlights:
-Reduce shower fee (per Parks and Recreation Commission recommendation) (Aquatics page 1)
-$1 increase for all American Red Cross classes (Aquatics page 2)
-Kitchen fee for Community Center to be consistent with Fuji Hall Kitchen
-Added a fee to reserve only the West Parking Lot (Mills Park) for an outside event not using the building (Gymnasium page 4)
-Reduced Follow Spotlight cost and to one each (Community Center page 5)
-Added cables to distribution box rentals and revised costs (Community Center page 5)
-Increased Capital Kids, Camp Carson and Ski program costs due to increasing operational costs (supplies, bussing etc.) to meet established cost recovery goals (Recreation Programs page 6)
-Added fees to reserve only the parking lot at Pete Livermore Sports Complex (Sports Fields page 7)
-Added refundable deposit for Disc Golf rental (Sports Field page 7)
-Added refundable deposit for Rifle and Pistol Range special events (Rifle Range page 8)
-Added fees for large grass area at Mills Park (Parks page 9)
-Increased sleeping bag rental to cover laundry costs (Outdoor Equipment rental page 10)
-Various minor clerical edits throughout

A Business Impact Statement is not required, since commercial businesses comprise such a small percentage of the Department's overall participant base.

Attachments:
Exhibit A: Department Fees and Charges Policy Draft update (redline)
Exhibit B: Department Fee Schedule (redline)

Applicable Statute, Code, Policy, Rule or Regulation
Parks, Recreation and Open Space Department Fees and Charges Policy

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund Revenue, Parks Department Accounts: 1015080-Various

Is it currently budgeted? No

Explanation of Fiscal Impact: Most of the new fees proposed are refundable deposits for various facility rentals, which will have a limited impact to Department revenues. The increase in fees for youth programs will ensure 100% cost recovery, consistent with the fee policy guidelines.

Alternatives

Do not approve and/or provide alternate direction to staff.

Attachments:
Exhibits_A_and_B_Redlined.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

Exhibit A

FEES AND CHARGES POLICY

Title/Topic: Fees and Charges	**Number:** 2020-3
Authors: Jennifer Budge, CPRP, Parks and Recreation Director Dan Earp, CPRP, Recreation Superintendent	**Effective Dates:** Rifle Range Fees: 5/21/2020 New Fees & Cemetery Fees: 11/5/2020 Sports Tournament Fees: 1/1/2021 Program Fees: 6/1/2021 2022 revisions: 4/1/2022
	Revision Date: 3/3/2022
Reviewed by: DDA/Risk: 1/21/20 Finance: 1/24/20 OSAC: 2/24/20, 12/7/21 PRC: 2/4/20, 8/18/20, 12/7/21	**Number of pages:** 10
Board of Supervisors Approval: 11/5/2020; **2022 revisions: 3/3/2022**	**Attachments:** Department Fee Schedule Co-Sponsorship Application
Applies to: Facilities, programs, and services provided by the Parks, Recreation and Open Space Department. **Persons affected:** Department employees involved in facility reservations or recreation programs and patrons registering in programs or reserving Department facilities.	

1.0 PURPOSE

Fees and charges are necessary to provide and expand park and recreation services in order to meet community needs, while not overburdening the City's General Fund. The policy is intended to establish a fair and equitable means to establish user fees, while distinguishing different types of activities as related to funding and subsidy.

2.0 DEFINITIONS

Admission Fee: A charge or fee to enter a building, area, event, or other recreation attraction such as a swimming pool or gymnasium.

Adult: An adult is defined as 18 years of age or older.

Asset Management: The process of managing a local government's capital assets cost-effectively. It involves analyzing the lifecycle and capacity of each asset and developing information on maintenance requirements, service levels and new asset needs. This includes infrastructure preservation of park capital assets including equipment, buildings and other improvements.

Board: Carson City Board of Supervisors

Child: A child is defined as 0-3 years of age.

City Co-Sponsored: Services that are organized, promoted and conducted in part by the Department and/or in part by another City Department, outside agency, private organization, business, or individual(s), and are the responsibility of both parties as defined in a contract, agreement, memorandum of understanding, or similar instrument.

City Sponsored: Services that are organized, promoted and conducted exclusively by the Department or another City Department and are the sole responsibility of the City.

Cost to Collect Fee: The revenue collected from fees and charges must always be greater than the cost of collection of the revenue.

Cost Recovery: Recovering the cost of any given expense. It is the degree to which an activity recovers costs associated with the provision of a program or service through user fees and/or other applicable funding mechanism.

Department: Carson City Parks, Recreation and Open Space Department.

Direct Costs: Those costs that can be directly and exclusively attributed or assigned to a specific program or event.

Director: Director of Carson City Parks, Recreation and Open Space Department.

Equipment Fee: Charges for providing additional, specialized equipment not usually included with admission, facility use, or other fees.

Indirect Costs: Those costs that can be attributed to more than one program or service such as administrative staff, insurance, vehicle/equipment depreciation, facility wear/tear, preventative maintenance needs, and capital costs shared among various programs, registration/reservation, marketing and advertising costs.

Non-profit organization: A private business, located within Carson City limits, that has been granted tax-exempt status by the Internal Revenue Service (IRS) because it furthers a social cause and provides a public benefit. Non-profits require an active status with the Nevada Secretary of State Office.

OSAC: Open Space Advisory Committee

PRC: Parks and Recreation Commission

Qualifying Veterans: A qualifying Veteran is defined as an individual with a federally-issued disability rating of 50% or greater.

Reservation Fee: Charges for the exclusive, reserved use of a facility/park, reserving a specific date and time at a facility, and/or a specific area of a park or open space for use.

Scholarship: Payment for participation in an activity based upon established criteria.

Senior: A senior is defined as age 60 and older.

Service: Any program, class, event, activity, sale, reservation opportunity, maintained facility, whether a charge is associated with it or not.

Special Services Fee: Charges for extraordinary or non-typical use of facilities or programs such as special event fees, security, movie/photo location, or extraordinary hours.

Special Use Facility: Any non-traditional facility built for specific uses/purposes such as horse arenas, shooting sports, etc.

Subsidy/Financial Aide: A value by which the user fee, admission or facility use fee is reduced to the user and recovered by other means such as private donations, grants, sponsorships, financial aid, or reductions to projected revenues.

Tournament Fee: Charges for the exclusive, reserved use of athletic facilities as designated.

User Fee: Charges for participation in recreational programs, special events, athletic activities, instructional classes, or for individual use of athletic fields and/or sports complexes by leagues.

Youth: A youth is defined as ages 4 -17 years of age.

3.0 BASIS AND GUIDING PRINCIPLES

3.1 Participants who benefit from the goods or services provided should pay in proportion to the benefits they receive. The fundamental basis for fees and charges decision-making is a determination of who directly benefits from the service. It is recognized that pricing decisions may be influenced by practical considerations such as collection costs, market analysis, legal constraints, agreements, or ability to pay.

If most of the benefits accrue to the community as a whole ("public good"), the community as a whole should pay for the service through taxes. "Public good" is a value determined by Carson City citizens and established by the Board's policy and budgetary appropriations, with recommendations from PRC and OSAC. If most of the benefits are to an individual or group that is to consume the good or service, not for the benefit of the general public, fees and charges should be paid. Where the benefits accrue to the community and specific users, the costs should be shared on a basis of proportional benefit.

3.2 Fee Establishment and Modification: The Board will establish all fees and charges concurrently with the budget process. During the fiscal year and outside the budget process, fees may be established upon approval of the Director and/or City Manager for new programs/events. This policy and fee schedule are intended to be reviewed ~~annually~~ periodically by PRC

and OSAC, as appropriate. ~~Any new fees added as a result of new programs during the fiscal year, or any m~~Modifications requested by PRC or OSAC will be added to the fee schedule for consideration by the Board. Changes to pass through fees (ex. American Red Cross) may be approved by the Director and/or City Manager and added to the Fee Schedule.

3.2.1 Special use facilities which have a specific use can be difficult to compare to other services within the Department. Facilities such as the Carson City Rifle and Pistol Range or the Bob Boldrick Theater, may develop a fee schedule/process that is distinctive from other fees established. These facilities require specially-trained staff and have certain safety and operational requirements which should be incorporated into their specific fees.

3.3 Usage: Parks and open spaces are generally free and open to the public for general use. Use of specialized facilities and additional services, beyond the typical use itself, will be assessed fees. The use of public areas and facilities by private groups should be considered secondary to general public use or usage by nonprofit recreation or education/service organizations. Only under unusual circumstances should private use hamper on going Department programs, general use, or recreation facility reservations. Fees will be charged by the City for the use of its facilities when public resources are utilized, unless waived by the Director or covered under a City co-sponsorship.

3.4 Financing Park Facilities: Costs for the provision (acquisition, development, and routine maintenance) of traditional park facilities will not typically be factored in when determining fees. However, individuals or organizations desirous of specialized and/or new facilities as authorized by the Board, beyond existing City staff and financial resources, may be required to pay for the acquisition, development, operation, maintenance and program costs associated with the new facility. New facilities shall consider Special Assessment Districts such as a Landscape Maintenance District or similar instrument to ensure long-term sustainability and not become an additional expense for the General Fund.

3.5 The Department will limit the amount of activities that Carson City subsidizes, such as for-profit sports tournaments and privately-funded special events; however, the Culture and Tourism Authority (Visit Carson City) may consider endorsing such activities as appropriate. Endorsement requirements are outlined in a separate agreement.

3.6 The Department will remain competitive with other parks and recreation service providers in the region. When fees are increased, or anticipated to increase, the Department will engage in a robust public outreach effort prior to and after approval of the increase. This may include public meetings/workshops, social media, participant emails, printed materials (ex. activity guide), and information on the City's website to educate the public regarding such changes and the justification. A minimum of two months' notice to participants should be provided.

3.7 The Department will pursue new sources of revenue (ex. grants, sponsorships, donations, partnerships, new programs, etc.) to help offset the cost to the City.

4.0 POLICY

4.1 The Department shall set reasonable targets for the recovery of direct and indirect costs for specified services through its user fees where possible to offset the General Fund or provide full cost recovery for Enterprise Funds (Cemetery). Fees should consider not only cost

recovery goals, but a periodic market analysis of fees and charges, throughout the region for similar services and facilities.

4.2 Equal Opportunity and Non-Discrimination: This Policy will comply with the City's equal opportunity and non-discrimination practices.

4.3 Fee Waivers and Non-Profit Discounts: Occasionally, the Director may waive fees and charges for activities/events and ancillary items (ex. food truck vendor fees at a City sponsored event) which benefit the overall community. Fees will not be waived or reduced for events/activities which serve a limited or specific interest group or are intended to benefit a for-profit organization. An organizer must be a Carson City Department or a non-profit organization with current 501(c) 3 status, or a community organization recognized or affiliated with the City. Non-profit organizations will receive a discount at the following locations for group reservations only. Discounts will not apply to staffing services or equipment, including digital reader boards.

- Carson City Rifle and Pistol Range (50% discount)
- Bob Boldrick Theater (25% discount~~,~~)

4.3.1 Non-profit organizations may request one time annually, City co-sponsorship of an event/activity (ex. fundraiser for the Foundation for Carson City Parks and Recreation). Events requesting fee waivers at the Bob Boldrick Theater must be free to the public. A limited event series/programs (ex. movies/concerts in the park/sports clinics) may also receive fee waivers upon approval by the Director. Co-sponsorships ~~Agreements~~ will be reviewed annually upon receipt of an updated approved application.

4.3.2 The Carson City Manager has the authority to waive, reduce, or otherwise alter fees and alter fees for services for limited promotional purposes and to establish fees for short-term/temporary programs, classes, or exhibits on an as-required basis. This authorization may also include limited or one-time promotional contributions from the City to reciprocal government or non-profit agencies only (as identified in Sections 5.1 or 5.2). (examples: o~~O~~ne-time coupon giveaways for a one-day only pass to the Aquatic Facility/MAC, for a Library or Parks Foundation-sponsored event). Further, the City Manager may authorize a temporary reduction in fees for certain programs to increase participation (examples: Lifeguard training during times of Lifeguard shortages, or early bird discounts for residents).

4.4 Gifts, Donations and Third-Party Partnerships: Corporate and individual sponsorships, donations, and scholarships may be accepted to reduce or offset the costs of a program, service or facility. The Children's Cabinet and Youth Sports Association are two examples of existing third-party scholarship programs which support Carson City youth sports, camps, and before and after-school programs. New scholarship programs should have guidelines that are based on standards, such as federal rules for free and reduced lunch, and will respect the privacy of the applicant. Financial assistance should be limited to Carson City residents when the City's General Fund is the source of financial aid or if it is specifically requested by a sponsor/donor.

4.5 Resident vs. Non-Resident Fees and Charges Guidelines: There will be no distinction between resident and non-resident in the access or use of the Department facilities. See the

following for circumstances which warrant a non-resident fee or specific fee reductions or incentives for residents.

4.5.1 When facility operation and maintenance is subsidized by the General Fund, a non-resident fee may be established. When the demand for a program exceeds the resources available, with pre-registration required, there should be different fees for non-residents. In general, a 25% increase should be charged to non-residents, where practical. Programs or services which are in the introductory stage may not differentiate in order to become established.

4.5.2 Registration for programs and reservation of facilities will be offered on a first-come, first-serve basis. Registration and reservations are not considered complete until all applicable financial and insurance requirements are met. Special opportunities to specifically-benefit Carson City residents should be provided, such as Aaquatic or MAC passes.

4.5.3 Drop-in programs such as open swim at the Aquatic Facility, drop-in sports at the MAC, special events or general youth programs (example: skate competitions) where it is impractical to require identification and/or when significant participation numbers are anticipated, non-resident fees should not be charged.

4.5.4 When the cost to administer a different fee system is greater than the revenues produced, there should not be non-resident fees.

4.5.5 Insurance Requirements: Third-party special events (ex. carnivals, dance or running competitions);, higher-risk recreation programs (examples: carnivals, karate, roller derby, aquatics, firearms training, running competitions), and after-hours reservations requiring security, any event open to the general public which or include alcohol or are open to the general public, or have with attendance over 100 participants will all require liability insurance (general liability, plus liquor liability coverage when applicable), with Carson City named as Additionally Insured on the policy. Carson City will be named as an additional insured. Low-risk reservations such as business meetings, picnic pavilion reservations (less than 100 people and no alcohol) and similar activities will not require insurance, consistent with other City Departments. The Carson City Risk Manager and the City's insurance provider shall provide guidance on insurance – for high-risk events or unique activities (ex. Fairgrounds/Arena bull riding, motorcycle racing, Rifle and Pistol Range), review for any exceptions or clarifications needed on this provision. Copies of full policy documents may be required by renter/event organizer to ensure compliance.

4.6 Enterprise Funds: This type of fund accounts for operations that are financed and operated in a manner similar to private business enterprises. Lone Mountain Cemetery operates as an Enterprise Fund and is intended to cover all direct costs through fees for services. Additional consideration to address capital needs, equipment depreciation, savings for long-term maintenance and other sustainable practices should be considered not only for legal compliance but also for the long-term financial health of these types of funds.

4.7 Asset Management Fee: For most services, a 10% asset management fee will be incorporated into the Department Fee Schedule. These funds will be earmarked for future infrastructure preservation of park equipment, buildings and other assets. This will not apply to the Carson City Rifle and Pistol Range, or the Cemetery Enterprise Fund, as those operations already have mechanisms in place for infrastructure preservation, as previously authorized by the Board, for asset management.

5.0 PROCEDURES

5.1 Government Use Rate: The City will provide a 100% rate reduction for reciprocating government and quasi-governmental agencies at a comparable rate for the use of park facilities for public meetings and employee trainings/workshops. Social events, such as retirement/birthday parties and agency celebrations will not be covered under this provision and instead will be subject to applicable facility user fees. The Director will have the authority to add or remove agencies to this list outside of the annual review period. The 100% reduction will be given to the following agencies:

a) Carson City Boards, Committees, and Commissions, including, but not limited to:
    i. Board of Supervisors, Board of Equalization, Airport Authority, Audit Committee, Culture and Tourism Authority, Cultural Commission, Debt Management Commission, Historic Resources Commission, Library Board, OPEB, Charter Review Committee, Open Space Advisory Committee, Parks and Recreation Commission, Planning Commission, Redevelopment Authority, Regional Transportation Commission/CAMPO, Bicycle and Pedestrian Advisory Committee, Transportation Resource Advisory Forum Committee, Utility Finance Oversight Committee, V & T Railway Commission, Wildlife Advisory Board, and others as authorized by the Director or City Manager.
b) Bureau of Land Management
c) Carson City Employee Associations
d) Carson City School District (does not pertain to Parent Teacher Associations)
e) Carson Water Subconservancy District
f) Fire Protection Districts
g) General Improvement Districts
h) Law Enforcement/Military/Emergency Operations
i) State of Nevada – Departments/Divisions: Emergency Management/Homeland Security, Outdoor Recreation, Parks, Public Safety, Transportation, and Wildlife
j) United States Forest Service
k) University of Nevada Cooperative Extension
l) United States Geological Survey
m) Western Nevada College

5.1.1 With the exception of Carson City Boards, Committees and Commissions, the government use rate will be honored as long as no other individual or group requests the same facility and time as the governmental group. If there is a request for the same facility

and time, the governmental group can retain the reservation by paying the full applicable facility use fee. Otherwise, every effort will be made to relocate the governmental group to another available City-owned facility for their meeting at no charge. For government use of buildings outside of standard business hours, the agency may be responsible for security services, staff costs, or other special requirements as determined by the Director. The 100% rate reduction for group reservations of the Carson City Rifle and Pistol Range applies only for law enforcement/military use unless authorized by the Director.

5.1.2 The City may not honor the Government Use Rate for any governmental or quasi-governmental agency which does not reciprocate for similar facilities/purposes benefiting the citizens of Carson City.

5.1.3 Carson City Departments and associated users will not be subject to fees (ex. Board appointed task forces, ad hoc committees, public input workshops, etc.).

5.2 Cooperative Agreements: The City partners with organizations to cooperatively provide recreation and other specialty services to the community. While the terms for each partnership vary, the City may provide a rate reduction for reciprocating agencies which provide public meetings, employee training/workshops, or education/interpretive/recreation instruction programs for the benefit of the community. This does not apply to special events or for social activities as described in Section 5.1. The reduction may be given to the following organizations:

a) Boys and Girls Club of Western Nevada (MAC only)
b) Carson City Arts Initiative
c) Carson City Culture and Tourism Authority (Visit Carson City)
d) Carson City Firefighters Association Local #2251
e) Carson City Historical Society
f) Carson City Railroad Association
g) Carson City Senior Center (non-profit Corporation, Governing Board, and Advisory Council)
h) Carson Tiger Sharks Swim Team
i) Foundation for Carson City Parks and Recreation
j) Friends of Carson City Library
k) Friends of Silver Saddle Ranch
l) Muscle Powered
m) Nevada Humane Society
n) Nevada Land Trust
o) Nevada Recreation and Parks Society
p) River Wranglers
q) Truckee Meadows Parks Foundation
r) Warren Engine Company
s) Youth Sports Association (includes league members in good-standing)

6.0 COST RECOVERY GOALS AND LEVELS OF SERVICE

In establishing goals to recover costs, the City will regularly analyze service levels and available resources to meet demand and determine the direct costs of providing services. The ~~imminent~~ ongoing impact of legally mandated minimum wage increases for seasonal/part-time staff will be examined as well. The City will develop a sustainable and justifiable cost model for calculating fees and will recalibrate existing fees based on the Department's policies, and annual review by PRC and OSAC, or other direction by the Board. Inflation and a regional market analysis should also be factors to consider over time.

Level 1

Basic services intended for the general public and requiring routine maintenance practices, are typically free of charge or do not require a reservation (first-come, first-serve~~d~~). Most cooperative partnerships/use agreements fall under this category. Several private non-profit organizations operate and/or maintain city facilities at low or no cost to the City for the benefit of the community and participation fees may go directly to those organizations managing the activity, not necessarily to the City's General Fund. *The cost recovery goal is 0-9%.*

Level 2

Basic services plus additional levels of service required such as staff time, planning, supervision and maintenance. Services mostly benefit a specific participant/group due to its perceived value. These services do not include specialized or intensive programming or facility development with the exception of adaptive programming (ex. Movers and Doers) to support participants of all abilities. A minimum portion of these programs/facilities will be subsidized to a greater extent. *The cost recovery goal is 10%-49%.*

Level 3

Basic services plus additional specialized services/instruction, large-scale special events, or an extraordinary amount of recreational options or certifications required. There is a considerable increase in required staff, planning, supervision, and maintenance. Services include specialized or intensive programming and facilities development. *The cost recovery goal is 50%-100%+.*

Level 4

Specialized or extraordinary services which require a significant amount of staff time, planning, maintenance, and specialized equipment in order to provide. Services operated under Enterprise or Special Revenue Funds that may have legal mandates related to the delivery of these services also fall under this category. Services must not only be cost-covering but should provide enough profit to cover indirect costs and to ensure sustainable maintenance, equipment depreciation and capital improvements associated with the service, where an Enterprise Fund exists. *The cost recovery goal is greater than 100%.*

LEVELS OF SERVICE	PROGRAM/SERVICE	COST RECOVERY GOAL
Level 1	• Parks • *Park amenities:* playgrounds, restrooms, outdoor sport courts, individual picnic areas, off leash areas/dog parks, horseshoe pits, skateboard parks • Neighborhood park group pavilions • Open space/natural areas • Trails/pathways • Historic/cultural sites • *Community Programs:* interpretive, outreach, education, adaptive, safety, and volunteer • *Cooperative Agreements:* Eagle Valley Golf Course, Carson Ridge Disc Golf Park, Mills Park Miniature Riding Train, Pony Express Airpark, Wungnema House, Roberts House, Capital City Gun Club, Archery Range, Governor's Field, Pete Livermore Sports Complex	0% - 9%
Level 2	• Community Center • Aquatics Facility • *Specialty facilities*: Bob Boldrick Theater, Carson City Rifle and Pistol Range, Silver Saddle Ranch reservations, Prison Hill- OHV area reservations; Adaptive Programs	10%-49%
Level 3	• Multipurpose Athletic Center (MAC) • Youth and adult sports • Sports tournaments/swim meets • Concessions • Special events • Exhibits • Equipment and supply rentals • Specialty camps • Facility, indoor sport courts, and field reservations • Group pavilion reservations –regional parks and sports complexes • Aquatic programs • Contract classes; Arts & Culture	50%-100% +

Level 4	• Youth before and after school program • Youth school break programs • Lone Mountain Cemetery	>100%

Adjusted Fees For CY 2023

Carson City Parks, Recreation & Open Space

Exhibit B

PAGE 1: AQUATIC FACILITY

AQUATIC FACILITY	2023 Suggested Fees	Notes
Punch Passes and Memberships (weight room is included in all options)		
Youth (ages 4-17)		
Drop-In	$4.00	
10 Punch Pass	$30.00	
1 Month Membership (Residents Only)	~~38.00~~ 39.00	Typo
3 Month Membership (Residents Only)	$99.00	
Annual Membership (Residents Only)	$252.00	
Adult (ages 18-59)		
Drop-In	$5.00	
10 Punch Pass	$38.00	
1 Month Membership (Residents Only)	$49.00	
3 Month Membership (Residents Only)	$124.00	
Annual Membership (Residents Only)	$315.00	
Senior (ages 60+)		
Drop-In	$4.00	
10 Punch Pass	$30.00	
1 Month Membership (Residents Only)	$39.00	
3 Month Membership Residents Only)	$99.00	
Annual Membership	$252.00	
Family (4 Individuals)		
Drop-In	$14.00	
10 Punch Pass	$105.00	
1 Month Membership (Residents Only)	$137.00	
3 Month Membership (Residents Only)	$347.00	
Annual Membership (Residents Only)	$882.00	
Weight Room Only		
Drop-In	$3.00	
10 Punch Pass	$23.00	
1 Month Membership (Residents Only)	$29.00	
3 Month Membership (Residents Only)	$74.00	
Annual Membership (Residents Only)	$243.00	
Other Aquatic Facility User Fees		
Child ages 0-3 with paying, participating adult	Free	
Veteran with 50% or higher disability status (drop-in use only)	Free	
Shower Only	~~$3.00~~ $1.00	Suggestion from PRC
Specialty Programs (kayaking, waterpolo, aquacise, range of motion, etc.)	Pool Drop-In Rates	
Deep Water Exercise Drop-In	$6.00	
10 Punch Pass Deep Water Exercise	$45.00	
Assistant to person with disability	Free w/paying individual	

AQUATICS (CONT'D)	2023 Suggested Fees	Notes
MAC and Aquatic Facility Combo Pass (Residents Only)	Same as Pool Passes and Memberships	
Self-Paced Triathlon	$17.00/person	
Aquatic Facility Rentals (exclusive use; 2 hour minimum)		
Indoor Pool Rental (50 meter pool, tot pool)	$192.00/hour	
Outdoor Pool Rental (Summer only)	$116.00/hour	
Full Facility Rental (indoor and outdoor pools; Summer only)	$303.00/hour	
Weight Room rental (exclusive use)	$55.00/hour	
Cleaning/Damage deposit (refundable)	$100.00/rental	
Classes (includes instruction and materials, per person)		
Group Swim Lessons (per lesson when pro-rated for holidays)	$6.00/lesson	
Group Swim Lessons (per 8 lesson session)	$44.00/session	
Private Swim Lessons (1 student per 1 hour lesson)	$44.00/lesson	
American Red Cross Lifeguard Certification (employee)	Free	
American Red Cross Lifeguard Certification (Non-employee)	~~$170.00~~ $171.00/class	Red Cross raised rates $1
American Red Cross Lifeguard Instructor Certification	~~$280.00~~ $281.00/class	Red Cross raised rates $1
American Red Cross Lifeguard Recertification	~~$60.00~~ $61.00/class	Red Cross raised rates $1
American Red Cross Lifeguard Instructor Recertification	~~$60.00~~ $61.00/class	Red Cross raised rates $1
American Red Cross Administering Emergency Oxygen	~~$37.00~~ $38.00/class	Red Cross raised rates $1
American Red Cross CPR/First Aid/AED	~~$60.00~~ $61.00/class	Red Cross raised rates $1
Certified Pool and Spa Operator	$330.00/class	
Junior Lifeguard Camp	$61.00/person	

MULTI-PURPOSE ATHLETIC CENTER (MAC)	2023 Suggested Fees	Notes
Punch Passes and Memberships		
Youth (ages 4-17)		
Drop-In	$4.00/person	
10 Punch Pass	$30.00	
1 Month Membership (Residents only)	$39.00	
3 Month Membership (Residents only)	$99.00	
Annual Membership (Residents only)	$252.00	
Adult (ages 18-59)		
Drop-In	$5.00/person	
10 Punch Pass	$38.00	
1 Month Membership (Residents only)	$49.00	
3 Month Membership (Residents only)	$124.00	
Annual Membership (Residents only)	$315.00	
Senior (ages 60+)		
Drop-In	$4.00/person	
10 Punch Pass	$30.00	
1 Month Membership (Residents only)	$39.00	
3 Month Membership Residents only)	$99.00	
Annual Membership (Residents only)	$252.00	
Family (4 Individuals)		
Drop-In	$14.00/family	
10 Punch Pass	$105.00	
1 Month Membership (Residents only)	$137.00	
3 Month Membership (Residents only)	$347.00	
Annual Membership (Residents only)	$882.00	
Walking Track	Free	
Veteran with 50% or higher disability status (drop-in use only)	Free	
Assistant to person with disability	Free	
MAC and Aquatic Facility Combo Pass (Residents only)	Same as MAC Passes and Memberships	
MAC Facility Rentals		
Full Basketball Court Rental (3 pickelball courts)	$66.00/hour	
Track Rental	$165.00/hour	
Full Facility Rental 1/2 Day (5 hours)	$1,210.00/half-day	
Full Facility Rental Full Day (10 hours)	$2,200.00/day	
Single Pickleball Court	$22.00/hour	
Half Basketball Court	$33.00/hour	
Cleaning/Damage deposit (refundable)	$400.00/rental	

COMMUNITY CENTER	2023 Suggested Fees	Notes
Facility Rentals		
Meeting Rooms		
Small Meeting Rooms (Bonanza, Comstock, Ponderosa, Kid's Club)	$39.00/hour	
Large Meeting Rooms (Robert "Bob" Crowell Board Room, Tahoe Room)	$50.00/hour	
Cleaning/Damage Deposit (refundable)	$50.00/rental	
Gymnasium		
Gym (5 hours)	$220.00/5 hrs	
Gym (10 hours)	$385.00/10 hrs	
Gym (hourly fee for every hour over 10 hours)	$55.00/hour	
Kitchen (5 Hours)	~~$83.00~~ $85.00/5 hrs	Same as Fuji
Kitchen (10 hours)	$165.00/10 hrs	
Kitchen (hourly fee for every hour over 10 hours)	$22.00/hour	
Cleaning/Security Deposit (refundable)	$400.00/rental	
West Parking Lot	$150.00/day	New Fee
West Parking Lot Deposit	$150.00/rental	New fee
Theater		
Theater Lobby Only (per hour)	$28.00/hour	
Theater; includes lobby (5 hours)	$550.00/5 hrs	
Theater; includes lobby (10 hours)	$990.00/10 hrs	
Theater; includes lobby (hourly fee for every hour over 10 hours)	$105.00/hour	
Dark Day Fee (full day)	$110.00/day	
After Hours Fee (between 12am-8am)	$13.00/hour	
Cleaning/Damage Deposit (refundable)	$400.00/rental	

MARKETING AND ADVERTISING	2023 Suggested Fees	Notes
Community Center Digital Reader Board Ad (minimum 2 slots)	$22.00/week/slot	
Outdoor Banners	$165.00	
Centennial Outfield Posters (per 6 month season)	$165.00	
Sports Complexes, Mills Park Pole Flag (per 6 month season)	$193.00	
Sponsorships	As apporved by Director	
City Sponsored advertisements (events, programs, meetings etc.)	Free	
Activity Guide Ad (1/8 Page)	$60.00	
Activity Guide Ad (1/4 Page)	$105.00	
Activity Guide Ad (1/2 Page)	$170.00	
Activity Guide Ad (Full Page)	$280.00	

COMMUNITY CENTER (CONT'D)	2023 Suggested Fees	Notes
Theater Staffing (per hour)		
Theater Tech Scheduled	$20.00/hour	
Theater Tech Called In	$30.00/hour	
Custodian Scheduled	$17.00/hour	
Custodian Called In	$25.00/hour	
Program Coordinator Scheduled	$40.00/hour	
Program Coordinator Called In	$55.00/hour	
Community Center and Theater Equipment Rental (each per day)		
Folding Chairs	$1.50/each day	
Folding Tables (30"x96" or 24"x96")	$3.50/each day	
Projection Screen (6')	$8.00/each day	
PA System	$62.00/each day	
Projector Theatre Sides (5000 lumens)	$44.00/each day	
Projector Back Wall (2600 lumen)	$95.00/each day	
Projector Light Booth (9000 lumen)	$160.00/each day	
Projector (6500 lumen)	$145.00/each day	
TV/DVD	$23.00/each day	
Fog Machine (F100)	$23.00/each day	
Bubble Machine	$18.00/each day	
Fog Machine Dry Ice	$23.00/each day	
Snow Machine	$23.00/each day	
Piano	$28.00/each day	
Scrim (15x40 white or black)	$28.00/each day	
Wireless Microphone	$16.00/each day	
Stage (per section; 4'x8')	$18.00/each day	
Pipe and Drape (per set/180')	$204.00/each day	
Pipe and Drape 10' Section	$22.00/each day	
Power Drop Chord (Gym)	$27.00/each day	
Cable Ramp	$6.00/each day	
Digital Audio Mixer (with support rack)	$96.00/each day	
Microphone "Dynamic" (with cable and stand)	$4.50/each day	
Microphone "Condensor" (with cable and stand)	$7.00/each day	
Speaker Mackie	$17.00/each day	
Speaker JBL Eon	$7.00/each day	
Speaker Pair with Amp (bag end saphire, crown)	$53.00/each day	
Follow Spotlight ~~(pair)~~ per light	~~$38.00~~ $19.00/each day	Some renters just need one
Lighting Paint Can	$27.00/each day	
Lighting Fixture (ellipsoidal)	$3.50/each day	
Lighting Fixture (ministrip)	$10.00/each day	
Lighting Portable Dimming System	$40.00/each day	
Lighting Control PC, Software, DMX	$28.00/each day	
Power Distribution Box (400 amp, 3 phase) + one set of feeder cables	~~$12.00~~ $44.00/each day	Added cables to the package
Power Distribution Box (50 amp, 1 phase) + power distribution cables	~~$6.00~~ $12.00/each day	Added cables to the package
Power Distribution Cable (50 amp, 75')	$6.00/each day	
Power Distrubution Cable (60 amp, 75')	$10.00/each day	
Power Distribution Adaptor (100 amp)	$4.50/each day	
Power Distribution Feeder Cables (50')	$32.00/each day	
Easel	$3.50/each day	
Podiums	$4.50/each day	

RECREATION PROGRAMS	2023 Suggested Fees	Notes
Sports (per season)		
Youth Sports (Basketball, Volleyball)	$72.00/player	
Youth Futsal	$55.00/player	
Youth Sports Uniforms	$25.00/player	
Adult Basketball	$396.00/team	
Adult Volleyball	$305.00/team	
Adult Futsal	$66.00/player	
Adult Soccer	$66.00/player	
Adult Softball	$528.00/team	
Adult Softball Coed	$264.00/team	
Junior Giants	Free	
Skate and Scooter Competition	$11.00	
Pickleball Tournaments	$33.00	
Dodgeball Tournament	$100.00	
Capital Kids Before & After School Youth Program		
AM Before School Program (per week)	~~$22.00~~ $25.00/week	Increased operation costs
PM After School Program (per week)	~~$44.00~~ $50.00/week	Increased operation costs
CCSD Professional Development Days (single day registration)	~~$22.00~~ $25.00/day	Increased operation costs
CCSD Non-School Days (single day registration)	~~$22.00~~ $25.00/day	Increased operation costs
CCSD Minimum Days (2 or 3 day session)	~~$16.00~~ $40-$60/~~day~~ session	Session instead of days
CCSD Early Release Days (single day registration)	$13.00/day	
Late Pick Up Fee	$10/15 minutes/child	Fee not listed last year
Parent's Night Out	$20/child	New Program
Camp Carson Summer Camp Program		
Break Camps (per week; Summer, Winter, Spring)	~~$110.00~~ $75-$150/week	Variable lenghths and trips
Camp Shirts	~~$10.00~~ $15.00/shirt	Increased costs
Field Trips	$15-$25 $20-$35/trip	
Outdoor Recreation		
Shred Kids Mountain Bike Camp	$39.00/session	
Shred Kids Ski and Snowboard Program	~~$215.00~~ $235.00/session	Increased costs
Other Outdoor Recreation Activities (kayaking, snowshoeing, etc)	100% Cost Recovery	
Movers and Doers Adaptive Recreation		
Activity Fee	As approved by Director	
Contract Classes (Contractor/PROS Split)	70%/30% split*	
General Fees		
Refund processing fee (for all activities)	10%	

*Or as approved by Director or City Manager

SPORTS FIELDS	2022 Suggested Fees	Notes
Ballfield rentals (3 Hour Time Slot)		changed to 3 hour time slot
Baseball/Softball Field with no prep (Centennial, Governor's, Pete Livermore)	$50.00/~~day~~ field	
Baseball/Softball Field with prep (Centennial, Governor's, Pete Livermore)	$88.00/~~day~~ field	
Flat Turf with no prep (football, soccer, lacrosse, etc)	$50.00/~~day~~ field	
Flat Turf with prep (football, soccer, lacrosse, etc)	$138.00/~~day~~ field	
Pete Livermore Sports Complex Parking Lot	$150/day	New fee not included last year
Pete Livermore Parking Lot Cleaning/Damage Deposit (refundable)	$150.00	New fee not included last year
Sports Tournaments		
Facility Rental (Centennial, Governor's, Pete Livermore)	$550.00/day	
Facility Supervisor (if required)	$16.50/hour	
Field Prep	$28.00/game/field	
Lights	$28.00/game/field	
Endorsed Holding Deposit (non-refundable, if cancelled)	$200.00/rental	
Cleaning/Damage deposit (refundable)	$400.00/rental	
Tournament Gate Fees	Not permitted	
Carson Ridge Disc Golf Park (exclusive use for up to 10 hours)	$385.00/day	Updated disc golf park name
Carson Ridge Disc Golf Cleaning/Damage Deposit (refundable)	$150/rental	Fee not included last year

LONE MOUNTAIN CEMETERY	2023 Suggested Fees	Notes
Casket Space-Grass	$1,600.00/person	
Casket Space-Dirt	$1,300.00/person	
Casket-Open/Close	$1,025.00/person	
Casket-Open/Closed Baby	$250.00/person	
Marker Setting-Flat (lawn)	$85.00-$500.00/person	
Marker Setting-Slant, Double Slant, Single and Double Uprights (300 lbs+)	$125.00-$600.00/person	
Cremation-Space-Lawn	$600.00/person	
Cremation-Space-Dirt	$400.00/person	
Cremation-Open/Close-Urn Space	$250.00/person	
Cremation-Open/Close-Niche (each; above ground/bench etc.)	$200.00/person	
Memorial Grove Donation (per tree)	$350.00/tree	
Crypt-Single	$875.00/person (or market costs)	
Crypt-Double	$1,750.00/person (or market costs)	
Urn Vault (standard)	$200.00/person	
Urn Vault (double)	$225.00/person	
Vase	$55.00/person	
Community-Tank/Garden/Indigent	$50.00/person	
Disinternment (may require court order and DA approval)	$2,000.00/person	
Disinternment 2018 or Later (may require court order and DA approval)	$250 w/Urn Vault	
Disinternment Before 2018 (may require court order and DA approval)	$400.00/person	
Veteran Space	No cost	
Niche-Row 1	$925.00/person	
Niche-Row 2	$1,070.00/person	
Niche-Row 3	$1,225.00/person	
Niche-Row 4	$1,395.00/person	
Companion Niche-Row 1	$1,675.00/person	
Companion Niche-Row 2	$1,920.00/person	
Companion Niche-Row 3	$2,210.00/person	
Companion Niche-Row 4	$2,540.00/person	
Overtime Staff Charge	$550.00	

PERMITS	2022 Suggested Fees	Notes
Overnight Camping (per vehicle; event organizers, participants, and vendors only)	$11.00/night	
Special Event Permit-Commercial**	$53.25/day	
Special Event Permit-Non Profit**	$21.70/day	
Temporary Vendor Fee (Per Vendor)**	$2.15/day	
Temporary Liquor License (5 Day Maximum)**	$20.00/day	
Food Truck/Vendor (per day)	$250.00	
Temporary Food Permit (1 day; 2-7 days; 8-14 days)** (Through Carson City Health Dept.)	$25; $50; $75	

** Fees are in Carson City Municipal Code and will be updated with any code changes as approved by the Board

RIFLE AND PISTOL RANGE	2023 Suggested Fees	Notes
Public Shooters		
Public Shooter Drop-In (In-State/Residents; per shooter)	$5.00/day	
Public Shooter Drop-In (Out-of-State; per shooter)	$10.00/day	
Annual Passes		
Adult (In-State)	$50.00/year	
Adult (Out-of-State)	$100.00/year	
Youth (17 and under) and Seniors (60+) (In-State)	$25.00/year	
Youth (17 and under) and Senior (60+) (Out-of-State)	$50.00/year	
Family (2 adults, 3 youth) (In-State)	$75.00/year	
Family (2 adults, 3 youth) (Out-of-State)	$150.00/year	
Veteran with 50% or higher disability status (for drop-in use only)	Free	
Volunteers (requires minimum of 8 hours of service per month; average annually)	Free	
Group Reservations (4 hour duration)		
Non-Profit organizations, Shooting Clubs (In-State)	$25.00/4 hrs	
Non-Profit organizations, Shooting Clubs (Out-of-State)	$50.00/4 hrs	
In-State Business/Commercial (requires Carson City Business License	$50.00/4 hrs	
Out-of-State Business/Commercial (requires Carson City Business License	$100.00/4 hrs	
Governmental Uses (Law Enforcement, Military)	Free	
Cancellation Fee (15 days or less)	No Refunds	
Clean Up	Direct Costs*	
Vendor Fee (requires Carson City Business License)	$250.00-$500.00/day*	
Concession and Sales (targets, ear protection, etc.)	Actual Costs*	
Private Range Rental/Special Event	$500.00-	
Cleaning/Damage Deposit (refundable)	$400.00	Fee not listed last year
Sponsorships		
Directional/Education signs	$500.00/year	
Kiosk (per year)	$750.00/year	
Target stands, Envelopes, Parking Permits, ear protection etc.	Actual Costs	
Banners	$250.00/3 months	

REGIONAL/COMMUNITY PARKS/OPEN SPACE	2023 Suggested Fees	Notes
Park and Open Space Facility Reservations (8am-8pm)		
Park Grounds (Fuji, Mills)	$110.00/day	
Park Grounds Cleaning/Damage Deposit (refundable)	$150.00/rental	
Picnic Pavilion (Fuji, Mills)	$110.00/day	
Picnic Pavilion cleaning/security deposit (refundable)	$150.00/rental	
Trash Can Deposit (refundable if trash is maintained by Renter)	$100.00/10 cans	
Fuji/Fairgrounds		
Arena (Carson City Fairgrounds; 8am-10pm)	$440.00/day	
Exhibit Hall; includes kitchen (9am-11pm)	$440.00/day	
Exhibit Hall Commercial Kitchen (5 hours)	$85.00/5 hrs	
Exhibit Hall Commercial Kitchen (10 hours)	$165.00/10 hrs	
Barn	$250.00/day	
Cleaning/Damage Deposit (refundable)	$400.00/rental	
Mills Park (8am-8pm)		
Marv Teixeira Pavillion	$440.00/day	
Marv Teixeira Pavillion Cleaning/Damage Deposit (refundable)	$400.00/rental	
Wire Looms and Chords	$100/day	
Large Grass Area for Sport Usage	Same as sport field usage	New fee for 2023
Prison Hill Recreation Area (sunrise to sunset)		
Motorized Use Area (10 hours max day)	$275/day plus $5 per participant	
Cleaning/Damage Deposit (refundable)	$400.00/rental	
Silver Saddle Ranch (7am-5pm)		
Historic Complex excludes Red House (10 hours max day)	$550.00/day	
Small Group Rental (Under 50 people)	$110/day	
Cleaning/Damage Deposit (refundable)	$400.00/rental	
Other Regional/Community Parks/Open Space Fees (sunrise to sunset)		
Neighborhood Parks Pavilions (first come-first served)	Free	
Trail Runs/Events (exclusive use for event, runs, challenge courses, etc.)	$220/day plus $1 per participant in excess of 100	
Trail Runs not staging on city property	Free	
Trail Run Cleaning/Damage Deposit	$150.00/rental	
Outdoor Tennis and Pickleball Court Rental (commercial use)	$15.00/hour	

OUTDOOR EQUIPMENT RENTAL	2023 Suggested Fees			Notes
	Day	**Weekend**	**Week**	
Late Fee	Day charge	Day charge	Day charge	
Cleaning/Repair Fee	$15.00/hour	$15.00/hour	$15.00/hour	
Group Discount (8 or more people)	15%	15%	15%	
Kayak (includes paddle and PFD)	$25.00	$40.00	$80.00	
PFD (lifejacket)	$4.00	$6.00	$12.00	
Backpack	$10.00	$16.00	$32.00	
Tent	$9.00	$15.00	$30.00	
Backpack Stove	$4.00	$6.00	$12.00	
Disc Golf Set	Free	Free	Free	
Sleeping Bag	~~$12.00~~ $18.00	~~$19.00~~ $29.00	~~$38.00~~ $58.00	Cost to launder is $15.00
Sleeping Pad	$6.00	$10.00	$20.00	
Pickleball Net	$8.00	$13.00	$26.00	
Horse Shoes	$4.00	$6.00	$12.00	
Spike Ball	$4.00	$6.00	$12.00	
Corn Hole	$6.00	$10.00	$20.00	
Trekking Poles	$5.00	$8.00	$16.00	
Snowshoes (includes trekking poles)	$12.00	$19.00	$38.00	
Kayak Paddle	$5.00	$8.00	$16.00	
dry bags small	$3.00	$5.00	$10.00	
dry bag large	$6.00	$10.00	$20.00	
Snow gaiters	$3.00	$5.00	$10.00	
Mess Kit	$4.00	$6.00	$12.00	
Bear Canister	$5.00	$8.00	$16.00	
Headlamp	$4.00	$6.00	$12.00	
kubb set	$5.00	$8.00	$16.00	
Stove Fuel	$6/canister	N/A	N/A	
Water filter	$5.00	$8.00	$16.00	
Water Jug	$4.00	$6.00	$12.00	
Kayak Strap Kit	$4.00	$6.00	$12.00	
Paddle Jacket	$6.00	$10.00	$20.00	
Paddle Pants	$4.00	$6.00	$12.00	
Roto-Molded Cooler 123 Quart	$18.00	$29.00	$58.00	
Roto-Molded Cooler 80 Quart	$12.00	$19.00	$38.00	
Neoprene Socks	$2.00	$3.00	$6.00	

Agenda Item No: 11.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Carol Akers, Purchases & Contracts Administrator and Nicki Aaker, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed $6,621 increase in the purchase authority, beyond the previously approved $56,168, to purchase vaccines utilizing the Minnesota Multistate Contract Alliance for Pharmacy ("MMCAP") joinder contract with Sanofi Pasteur Inc. ("Sanofi"), resulting in a new not to exceed amount of $62,789 through June 30, 2023. (Carol Akers, cakers@carson.org and Nicki Aaker, naaker@carson.org)

Staff Summary: The Carson City Health and Human Services Department ("CCHHS") utilizes the MMCAP Contract # MMS2000294 to purchase vaccinations and immunization supplies from Sanofi for vaccination through clinical services and public health preparedness community vaccination efforts. This will be funded from the CCHHS Private Vaccine and Community Vaccine & Outreach revenue accounts through June 30, 2023.

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

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Proposed Motion
I move to approve the purchase authority increase as requested.

Board's Strategic Goal
Efficient Government

Previous Action
July 7, 2022 (Item 9G): The Board of Supervisors ("Board") approved the authorization to purchase vaccines utilizing the MMCAP joinder contract with Sanofi for a not to exceed amount of $56,168 through June 30, 2023.

Background/Issues & Analysis
Contract being utilized: (Joinder) MMCAP Contract# MMS2000294 (expires June 30, 2024).

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115 and 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund, Health Department - Services and Supplies Account - 2756800-501225 - Private Vaccine Account - G680020004, and Community Vaccine & Outreach Account - G680020027

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Funding is provided by the Private Vaccine and Community Vaccine & Outreach program income accounts which is revenue from patients and insurance reimbursements. Currently the balance of the accounts is $545,351. If approved, the account will be reduced by up to $62,789. See Vaccine Funding Worksheet attached.

Alternatives
Do not approve purchases and/or provide alternative direction to staff.

Attachments:
FY23 BOS Sanofi Increase Funding Worksheet 3.27.23.pdf

Sanofi MMCAP contract 7.1.20 to 6.30.24.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

ORIGINAL PO 23200129		ORDERED	REMAINING PO BALANCE	ADD'L REQUIRED	NEW TOTALS
G680020004 G-SUPPLIES 2756800-501225	Private Vaccine Supplies	$ 36,285.45	$ 602.00	$ 6,621.00	$ 42,906.45
G680020027 G-SUPPLIES 2756800-501225	Community Vaccine Private Vax Supplies	$ 19,882.55	$ -	$ -	$ 19,882.55
	ORIGINAL TOTAL	**$ 56,168.00**		**NEW TOTAL**	**$ 62,789.00**

FY23 VACCINE FUNDING (over $50K each)

		Joinder Contract Amounts	Current Available Funding
Program Revenue - Health Restricted Funds			
		ADD	
G680020004 G-SUPPLIES 2756800-501225	Private Vaccine Supplies	$ 6,621	$ 92,700
G680020027 G-SUPPLIES 2756800-501225	Community Vaccine & Outrach Revenue		$ 452,651
TOTAL		**$ 6,621**	**$ 545,351**

Revenue Account Fund Availability	
2756080-445970 - Private Vaccine Revenue	
FY22 Budget (carry forward)	$ 135,787
FY23 YTD expenses	$ (107,835)
FY23 encumbrances	$ (90,926)
FY23 YTD revenue	$ 105,679
Estimated Revenue 03/9/23 - 06/30/23	$ 49,995
Total	**$ 92,700**

FY23 EXPENDITURES BY VENDOR	
Sanofi Pasteur Inc.	$ 6,621
TOTAL	**$ 6,621**

2756080-465166 - Comm Vaccine & Oureach Rev	
FY22 Budget (carry forward)	$ 431,989
FY23 YTD expenses	$ (57,882)
FY23 encumbrances	$ (19,865)
FY23 YTD revenue	$ 65,079
FY23 est revenue	$ 33,330
Total	**$ 452,651**



Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155
Phone: 651.201.2420

Sanofi Pasteur, Inc.

Agreement Number: MMS2000294

Prepared on: June 17, 2020

Accurate as of July 9, 2020
The most current version
http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx

PREFIX A

Definitions and Acronyms

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee**: Means (1.5%) of Contract Pricing for Products or as listed on ***Attachment A***, which will supersede Prefix A.
2. **Agreement**: Means the resulting agreement that is reached between MMCAP Infuse and the Vendor.
3. **Authorized Wholesaler(s)**: AmerisourceBergen Drug Corporation, ASD Specialty Healthcare, LLC, Cardinal Health, FFF Enterprises, Inc., McKesson Medical-Surgical Government Solutions, LLC, Morris & Dickson Co., LLC.
4. **Class of Trade:** All Members are eligible for contract pricing.
5. **Contract Pricing**: Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership as set forth on ***Attachment A*** and any subsequent amendment to this Agreement.
   A. **Non-Fixed Pricing**: Means all Products identified as such on ***Attachment A*** or any subsequent amendment to this Agreement.
   B. **Wholesale Acquisition Cost (WAC) Minus** - a percentage or dollar amount off WAC that changes by providing MMCAP Infuse prior written notice of the price change along with the new WAC and contract price.
6. **Days**: (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
7. **Failure to Supply (FTS)**: Deleted in its entirety.
8. **Government Unit**: Any entity as defined by Minnesota Statute 471.59.
9. **Member**: Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
10. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
11. **Onboarding Date**: Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse and/or the completion of the required paperwork on ***Attachment C.***
12. **Order Form**: Means the document or electronic platform Member utilizes to obtain Products.
13. **Primary Account Representative**: Mackenzie Fetterman, Deputy Director, Government Accounts, Mackenzie.Fetterman@sanofi.com, 570-957-3381
14. **Products**: Means all products offered by the Vendor in this Agreement, which are identified in ***Attachment A***.
15. **State**: Means one of the recognized fifty (50) states of the United States of America.

Accurate as of July 9, 2020
Electronic Version
http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx

AGREEMENT FOR MMCAP INFUSE NO. MMS2000294

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Sanofi Pasteur, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**Vendor**" or "**Sanofi**" or "**Sanofi Pasteur**").

Contract Term:

1. **Effective Date**: July 1, 2020, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date**: June 30, 2024.
3. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

1. **Prefix A**: Definitions
2. **Attachment A**: Products and Pricing
3. **Attachment B**: Further Discounts– Vax Value Program
   - **-Exhibit A**: List of Practice Locations
   - **-Exhibit B**: Sanofi Pasteur Product Category Definitions
   - **-Exhibit C**: Vaccines and Products for Vax Value
     - **-Addendum A to Exhibit C**: Tier Selection Pricing
4. **Attachment C**: Not applicable
5. **Attachment D**: Required Reporting
6. **Attachment E**: MN Statutory Language

ARTICLE I
PRICING AND CHANGES

1.1 **Notices**. All notices under this Article must be sent to: MMCAP_Infuse.Contracts@state.mn.us.

1.2 **Pricing Structure:** Pricing for Products are listed on ***Attachment A*** and will remain in effect during the Contract Term.

1.3 **Fixed Pricing**. Reserved. Price Reductions. After the Effective Date, Vendor may submit to MMCAP Infuse price reductions but must notify MMCAP Infuse before they can take effect.

1.4 **Non-Fixed Pricing**. All Non-Fixed Pricing requires notice of increases be submitted to MMCAP Infuse at least thirty (30) days before the requested increases may take effect. Vendor cannot increase prices until one hundred twenty (120) calendar days after the Effective Date of the Agreement. In the event of any price reductions, Vendor will advise MMCAP Infuse as set forth on *Paragraph 1.3*.

1.5 **Wholesale Acquisition Cost (WAC) Minus Percentage or Dollar Pricing**. If specifically noted on ***Attachment A*** that the prices are a percentage or price off WAC, the price may be changed by providing MMCAP Infuse at least five (5) business days' prior written notice of the price change along with the new WAC and pricing. Notices of WAC increases must be sent to MMCAP Infuse. In the event Vendor does not notify MMCAP Infuse of a WAC increase, Vendor must honor wholesalers' chargebacks for the most recent previous pricing until such time as MMCAP Infuse receives notice of the WAC increase.

1.6 **Notice to MMCAP Infuse:** Vendor must provide justification for all price increases. In the event Vendor does not notify MMCAP Infuse of a price increase, Vendor must honor wholesalers' chargebacks for the most recent previous Contract price until such time as MMCAP Infuse receives notice of and approves the price increase.

1.7 **Notice to Authorized Wholesalers**. The Vendor must notify any and all Authorized Wholesalers of price changes. If Vendor fails to send price notification(s), Vendor agrees to honor all chargebacks at the lower Contract Pricing until such time the Authorized Wholesalers receive notice of and approves the price change. Vendor must confirm with MMCAP Infuse that price changes have been sent to the Authorized Wholesalers.

1.8 **Competitive Pricing**. Deleted in its entirety.

1.9 **Vendor's Right of First Refusal on Equivalent Products**. If an equivalent product's market price is less than the Contract Pricing, MMCAP Infuse will provide ten (10) days to the Vendor to match the price. If the Vendor does not match the price or fails to respond, MMCAP Infuse reserves the right to dual award or re-award the Product(s).

A. In the event Vendor increases the Contract Pricing, MMCAP Infuse reserves the right to obtain quotes from other vendors and to dual or re-award a Product to the vendor offering the best value.

1.10 **Value-Added Programs.** Members must be offered any programs normally offered to the Vendor's general customer base (e.g., rebates, tiered pricing, continuing education courses, marketing information, etc.) at the same or lower cost as that offered to the general customer base.

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1.11 **Product Dating**. All Products supplied to MMCAP Infuse Authorized Wholesalers or directly to MMCAP Infuse Members must have an expiration date of at least six months later than the delivery date unless the unique stability characteristics of the product require a shorter dating period. However, all Products supplied must still be usable on the date received by the Members.

1.12 **Annual Bid Cycle.** Deleted in its entirety.

1.13 **Changes**. Any changes to this Agreement, including but not limited to product additions/deletions, price changes, NDC changes, changes to terms and conditions, etc., must be made in writing as an amendment and must be fully executed by the effective date of the amendment. With the exception of changes to Contract Pricing which are subject to *Paragraph 1.7*, Vendor must send confirmation of amendment changes, including but not limited to additions/deletions, NDC changes, Product removals, etc., to the Authorized Wholesalers within two (2) business days of the time that documentation of the change is received by the Vendor from MMCAP Infuse. If MMCAP Infuse's Authorized Wholesalers do not receive the notification(s), Vendor agrees to honor all chargebacks at the Contract Pricing from the effective date indicated on the amendment. Vendor-generated Product offers and notifications may be used as amendments to ***Attachment A*** by submitting to MMCAP Infuse a letter on Vendor's letterhead with the following elements (**Offer Letter**):

A. Offer Date
B. MMCAP Infuse Contract Number
C. Action (e.g., addition, deletion, price change, NDC conversion)
D. NDC Number
E. Product Description
F. Packaging
G. Most recent previous Contract Price
H. New Contract Price
I. Pricing Type
J. Effective Date
K. Signature of an individual authorized to bind Vendor's change to contract.

Upon written acceptance by MMCAP Infuse, Offer Letter will automatically amend ***Attachment A*** of this Agreement. If MMCAP Infuse indicates that aspects of the Offer Letter conflict with Agreement at that time, *Paragraph 11.5* will apply to any subsequent conflicts and/or issues that may arise subsequently. If MMCAP Infuse executes the Offer Letter and provides counters, the Vendor has fifteen (15) days to object to MMCAP Infuse's counters before they are deemed as accepted by Vendor. In the event the Vendor is unwilling or unable to provide offers in this format, MMCAP Infuse will draft all amendments. Vendor must countersign the amendments drafted by MMCAP Infuse to be incorporated into the Agreement. Amendments must be countersigned by the Vendor by the earlier of the following (A): fifteen (15) days; or (B) the Expiration Date.

ARTICLE II
SUPPLYING AND AVAILABILITY

2.1 **Authorized Wholesaler Requirements**. Vendor will notify the Authorized Wholesalers of the initial Products and Contract Pricing and any subsequent changes.

A. All sales of Products to Members must be through the Authorized Wholesalers or directly from Vendor, as described in Article III Payment, Direct Orders, and Delivery. Vendor must establish and maintain chargeback agreement(s) with the Authorized Wholesalers.
B. Vendor must notify MMCAP Infuse immediately of any issues (e.g., failure to negotiate terms, etc.) with Authorized Wholesalers that could affect the Contract Products' availability. Notices must be sent to: MMCAP_Infuse.Contracts@state.mn.us.

2.2 **Dual Award**. MMCAP Infuse reserves the right to award or dual award Products based on the following: family awards, product formulations, (e.g., alcohol free/sugar free, flavor, product, size), packaging type based on facility need (e.g., non-metal tubes for correctional facilities, etc.), drugs not carried by Authorized Wholesalers, drugs not eligible for reimbursement by Medicaid, look-alike/sound-alike products, products with tall-man lettering, products with unit-of-use barcoding, specific products requested by Members, recall situations, product availability and shortages, quality concerns, failure to supply situations, and in situations that are in the best interest of MMCAP Infuse and its Members.

2.3 **First DataBank, Inc**. All contracted prescription Products must have an 11-digit NDC code that is registered with First DataBank, Inc., unless such designation is expressly waived by MMCAP Infuse.

A. If NDC codes are not applicable (e.g., OTC products), Vendor must use the product's UPC number to create an 11-digit number by adding a zero to the sixth position (e.g., 5-5 [99999-99999] becomes 5-4-2 [99999-0999-99]). If the Product does not have an NDC number or a UPC code, Vendor must use its product number with leading zeroes (e.g., product #90024 = 00000-0900-24).
B. Vendor must report Products to Authorized Wholesalers using only these approved formats.

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2.4 **Product Discontinuation**. With the exception of a recall, If the Vendor assigns, discontinues, or deletes a Product during the Agreement, Vendor must provide written notice to MMCAP Infuse and Authorized Wholesaler at least sixty (60) days prior. If the Vendor removes a Product, Vendor will honor Contract Pricing until the Authorized Wholesalers' inventories are depleted or a mutually agreed upon removal date.

2.5 **Price Audits and Corrections**. In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to accept credit/rebills for the past twelve (12) calendar months. When MMCAP Infuse discovers an error in pricing, it will notify Vendor.

2.6 **Product Recalls**. Vendor will supply a copy of its returned goods/credit policy to MMCAP Infuse and/or Authorized Wholesalers upon request.

2.7 **Returned Goods/Credits.**

A. Indirect sales: Product(s) not purchased directly from Vendor should be returned to the site of purchase under their terms of sales. Indirectly purchased product(s) can be returned to Sanofi Pasteur upon expiration for destruction only.

B. Direct Sales: All returns must comply with federal and state laws and regulations. With the exception of the products listed below, Vendor offers 100% credit (credit based on the invoice purchase price) upon expiration on all listed Vendor Product(s) purchased directly from Vendor that are returned within 1 year after the expiration date. All expired Product(s) must be shipped prepaid to:

Sanofi Pasteur c/o Inmar, Inc.
4332 Empire Road, South Dock,
Fort Worth, TX 76155.

i. Collect shipments will not be accepted. All returns must have a Return Authorization form completed on the Inmar portal at https://returns.healthcare.inmar.com. Please contact Vendor Customer Service for instructions on returning product due to physical defect or for purchases not made directly from Vendor. All Product(s) manufactured by Vendor and returned to Vendor at Inmar, Inc. will be destroyed. If Members have any questions regarding the Return Authorization or Return Goods Policy, please contact Customer Service at Vendor's headquarters at 1-800-VACCINE (1-800-822-2463).

ii. Vendor's Return Goods Policy is subject to change without prior notification, and does not provide any return rights for:
- Imogam® Rabies-HT, Rabies Immune Globulin (Human) USP, Heat Treated
- YF-VAX®, Yellow Fever Vaccine

iii. Vendor reserves the right to designate additional specific Products or Product configurations as not returnable for exchange or credit.

iv. Further, Vendor shall not be responsible for, and shall not accept returns of, Product(s) adversely affected by force majeure conditions, including but not limited to power outages, flood or other utility or weather-related occurrences.

v. Vendor Representatives are not permitted to deliver or pick up Product(s) from Members for return.

vi. Vendor Representatives may offer information about the return policy; however, the ultimate decision and the responsibility for selecting the items and making the return rest with the Member. Vendor's Products supplied through the federal Vaccines for Children program of any other government program contract where Product(s) are purchased under special conditions will not be exchanged or replaced. Vendor will continue to accept these product(s) for proper disposal.

2.8 **Backorders**. Vendor must provide written notice of all Product backorders expected to last longer than thirty (30) calendar days and/or inability to supply situations to MMCAP Infuse within twenty-four (24) hours of the knowledge of the situation. Notices must include the reason(s) for and the expected duration of the issue. Notices must be sent to: MMCAP_Infuse.Contracts@state.mn.us.

2.9 **Failure to Supply (FTS).** Deleted in its entirety.

ARTICLE III
PAYMENT, DIRECT ORDERS, AND DELIVERY

3.1 **Conditions of Payment**. All Products provided by the Vendor under this Agreement must be performed to the satisfaction of MMCAP Infuse and the Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work found by MMCAP Infuse to be unsatisfactory or performed in violation of federal, state, or local law.

3.2 **Payment Method**. Vendor will accept Electronic Funds Transfer (EFT), credit card, or P-Card as a payment method and Member will initiate this process with its financial institution. Arrangements for establishing payment via Electronic Funds Transfer (EFT) may be made by contacting Sanofi Pasteur, Credit Services at 1-800-822-2463.

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3.3 **Federal Funds**. Payments under this Agreement may be made from federal funds. The Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Vendor's failure to comply with federal requirements.

3.4 **Orders**. As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Order Forms. To the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede. Each Member will be responsible for payment for Products to the Vendor and MMCAP Infuse will not be liable for any unpaid invoice of any Member. Vendor agrees to invoice the Members as established in this Agreement.

A. The use of obtaining a Product from the Order Form constitutes a binding contract. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Back orders, failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor.

3.5 **Termination of Individual Orders**. Members may terminate, immediately or as identified by Member, individual Order Forms, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:

A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Products to be purchased under the Order Form;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Contract Items under the Order Form are prohibited, or the Member is prohibited from paying for the Products from the planned funding source; or

C. Vendor commits any material breach of this Agreement or Order Form.

Upon receipt of written notice of termination, Vendor will stop performance under the Order Form as directed by the Member. If a standing Order Form is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.

3.6 **Jurisdiction and Venue of Orders**. Upon completion of the Dispute Resolution process outlined in this Agreement, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.

3.7 **Shipment for Products**. Vendor must distribute and deliver the Products covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse. Delivery for Products under this Agreement shall be FOB Destination, freight prepaid is allowed, unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked by Vendor's local servicing distribution center, products dropped shipped from Vendor's contracted supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to Member before a purchase is made.

A. Delivery Schedule: Upon request from Member, Vendor will work with Member to establish a routine delivery schedule. Delivery for stock items will occur within three (3) business days, from the date the Product is ordered. It is understood that deliveries to Alaska or Hawaii may take longer. All expedited deliveries will be made next day, or on the next scheduled delivery day (excluding Alaska and Hawaii), unless communicated otherwise. Should any Member have a question regarding a shipment, please contact a Sanofi Pasteur Representative or call Customer Account Management at Sanofi Pasteur's corporate headquarters, toll-free at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8:30 AM and 6:00PM Eastern Time.

B. Hazardous Materials: Vendor will only ship hazardous materials as allowed by the appropriate government regulations.

C. Damaged Products: All damaged Products will be reported to Vendor's customer service department and applicable credits will be issued within ten (10) days from date of notification of the damaged item.

D. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification.

E. No Minimum Order Requirements: During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.

F. Special Conditions for Products: If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used

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if they are required by the manufacturer. If Member refuses Products that have been inadequately packaged, the Member will notify Vendor's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport, will be at the expense of the Vendor.

3.8 **Invoicing.** Vendor will submit an invoice with each order.

A. Invoice Fields: At a minimum, Vendor's invoice will contain the following fields:
   i. Member name and Vendor-assigned account number for the Member;
   ii. Invoice line number and Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice);
   iii. Bill to and ship to address;
   iv. Invoice date;
   v. Vendor's SKU item number, Product name/description and packaging as associated with NDC number (if applicable to this Agreement);
   vi. Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and
   vii. Applicable omit codes (e.g., manufacturer backorder, manufacturer discontinued, etc.).

B. Invoice Disputes: Member will notify Vendor of any known dispute with an invoice within fifteen (15) days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately, and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices.
   i. In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.

3.9 **Payment Terms.** Direct terms are 2% - 30/Net 31 for any items shipped, including partial shipments. Prompt payment discount does not apply to any appropriate Federal Excise taxes/Surcharges. An additional 1% savings is available for all orders placed online through www.vaccineshoppe.com.

3.10 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.

A. Vendor credits are valid until they are refunded or the account has used payment.
B. In the event of a facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).
C. If directed by a Member, a credit can be transferred from one account to another account.
D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) days before the end of the fiscal year.
E. Vendor's credit memo will contain, but is not limited to the following information:
   i. original order number and invoice number;
   ii. itemized listing of the Product affected;
   iii. any new invoices associated with the credit; and
   iv. Net credit amount available to the Member.

3.11 **Price Audits and Corrections**. In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

ARTICLE IV
TERMINATION, CANCELLATION, AND REMEDIES

4.1 **Cancellation.** MMCAP Infuse may cancel this Agreement any time, without cause, upon sixty (60) days' written notice to the other Vendor.

4.2 **Termination for Cause**. Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon the receiving party has sixty (60) days to cure the defects. Upon sixty days (60), the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.

4.3 **Termination for Insufficient Funding**. MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Products covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Products that are provided after notice and effective date of termination. However, the vendor will be entitled to payment, determined on a pro rata basis, for

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Products satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.

A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels enough to pay for the Products.

4.4 **Force Majeure**. Parties will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.

4.5 **Breach**. In the event of a breach of this Agreement, MMCAP Infuse and Members reserve the right to pursue any other remedy available by law. Vendors may be removed from the Vendor's list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.

4.6 **Failure to Perform**. Upon failure to perform the following items in the time and manner as set forth herein, the following fees shall be paid by Vendor:

A. Late Administrative Fee Payments: As provided for in statute for late payments to the State of Minnesota.

4.7 **Dispute Resolution**. Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.

A. Notification. Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time.

B. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.

C. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Agreement, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP Infuse and/or Members as a result of such failure to proceed shall be borne by the Vendor.

D. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

ARTICLE V
MEMBERSHIP

5.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to acquire the Products**,** Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition. Vendor's documents and/or procedure for implementing and transitioning Members to this Agreement is set forth on ***Attachment C***.

5.2 **Membership Listing**. MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Contract Term.

A. New Members. The Vendor must allow new Members to access to the Agreement the Onboarding Date. As new Members are added, MMCAP Infuse will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.

B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.

5.3 **Membership Eligibility**. Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for contract pricing to: MMCAP_Infuse.Contracts@state.mn.us.

A. If the Vendor has eligibility requirements, Vendor must provide MMCAP Infuse access to Vendor's online contract and eligibility management system in addition to providing MMCAP Infuse the algorithm it uses to categorize a Member's into a class of trade.

5.4 **Non-Solicitation**. During the term of this Agreement, Vendor will not solicit any Members or prospective Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products and services offered in this Agreement without MMCAP Infuse's prior written consent. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include Products and services covered by this Agreement.

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5.5 **DEA License/HIN**. Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from Member.

5.6 **Product Use.** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

ARTICLE VI
AGREEMENT MANAGEMENT

6.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP's Infuse needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:

A. Proper maintenance and management of the Agreement, including timely execution of all amendments.
B. Timely response to all MMCAP Infuse inquiries
C. Performance of the business review as described in *Paragraph 6.2*.
D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.

6.2 **Business Reviews**. Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees and reporting, supply issues, customer issues, and any other necessary information.

ARTICLE VII
WARRANTS, COVENANTS, AND DUTIES OF VENDOR

7.1 **Covenant of Laws**. Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.

7.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Agreement, all current licenses, permits and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP Infuse.

7.3 **FDA-Certified Drug Application.** The Vendor acknowledges that each Product has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish Products that have not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each member state's Board of Pharmacy.

7.4 ***cGMP*** Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act. If the Vendor receives a 483 or similar type warning letter for any Product, it must be provided to MMCAP Infuse within ten (10) days of receipt by Vendor.

7.5 **Debarment**. Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to the MMCAP Infuse if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

A. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.

7.6 **Indemnification**. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

A. Intentional, willful, or negligent acts or omissions;

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B. Fraud and or deceit;
C. Actions that give rise to strict liability;
D. Breach of contract;
E. Breach of warranty;
F. Violations of federal, state, or local laws, orders, and/or policies;
G. Employees or subcontractors' criminal and civil claims; and/or
H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.

7.7 **Antitrust**. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

ARTICLE VIII
ADMINISTRATIVE FEE

8.1 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all contract purchases (minus any credits and exclusive of excise tax) made through the MMCAP Infuse Authorized Wholesalers or directly with the Vendor. The Vendor will submit a check payable to "Financial Management & Reporting – MMCAP Infuse" for an amount equal to 1.5% of MMCAP Infuse Members' purchases for all Products.

A. Vendor must provide Administrative Fee data to MMCAP Infuse within ten (10) business days, but not later than thirty (30) days, after the end of each calendar month. The administrative fee must be paid as soon as is reasonable after the end of each quarter, but no later than forty-five (45) calendar days after the end of the quarter. The Vendor will submit a check payable to:

Financial Management & Reporting – MMCAP Infuse
50 Sherburne Avenue, Suite 309
St. Paul, MN 55155

B. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

8.2 **Reporting**. The Vendor must submit a monthly Administrative Fee Data Report that includes both direct (sales made direct from Vendor to Member) and indirect purchases (sales made through an Authorized Wholesaler). The Administrative Fee Data Report must contain the fields detailed below. All Administrative Fee Data Reports must be sent to: mmcap.infuse@state.mn.us within ten (10) business days at the end of each month, but no later than thirty (30) days after the end of the month. The required items for the reports are found on ***Attachment D***.

A. Administrative Fee Data Report fields:
   i. MMCAP Infuse Assigned Authorized Wholesaler Number (Cardinal=0301, AmerisourceBergen=0401, Morris & Dickson=0701)
   ii. MMCAP Infuse Assigned Manufacturer Number
   iii. Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
   iv. Invoice Date (Point of Sale Date)
   v. Invoice Number
   vi. MMCAP Infuse Participating Facility Name
   vii. Vendor's Account Number for the MMCAP Infuse Facility
   viii. MMCAP Infuse Participating Facility DEA Number, if applicable
   ix. MMCAP Infuse Participating Facility HIN Number, if applicable
   x. MMCAP Infuse Participating Facility Address
   xi. MMCAP Infuse Participating Facility City
   xii. MMCAP Infuse Participating Facility State
   xiii. Product's NDC (Use all 11 digits (00076888888))
   xiv. Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
   xv. Credit Indicator (C = credit)
   xvi. Contracted Units (The number of units purchased on contract.)
   xvii. MMCAP Infuse Contracted Unit Price
   xviii. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
   xix. Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars) Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

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ARTICLE IX
INTELLECTUAL PROPERTY

9.1 **MMCAP Infuse Ownership**. MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, DEA/HIN information (subject to third-party rights), contract pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP Infuse grants to Vendor an affiliate, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP Infuse approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including IQVIA and NDC Health, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

9.2 **Vendor Ownership**. Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP Infuse. Vendor grants to MMCAP Infuse an unlimited, non-revocable, non-transferable, fully paid, perpetual license, to use all intellectual property created for or presented to MMCAP Infuse under this Agreement.

9.3 **Pre-Existing Intellectual Property**. MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, irrevocable, non-exclusive, royalty free license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.

9.4 **Intellectual Property Indemnification**. The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's or MMCAP Infuse's opinion is likely to arise, the Vendor must, at the MMCAP Infuse's discretion, either procure for the MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.

9.5 **Publicity and Endorsement**. Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

A. Marketing. Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.

B. Endorsement. The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

ARTICLE X
INSURANCE

10.1 **Notice**. The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with

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the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse. The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

10.2 **Additional Insurance Conditions**.

A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;

B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;

C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;

D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;

E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;

F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and

G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

10.3 **Coverage**. Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:

A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

i. $100,000 – Bodily Injury by Disease per employee
ii. $500,000 – Bodily Injury by Disease aggregate
iii. $100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.

B. Commercial General Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:

i. $5,000,000 – per occurrence
ii. $5,000,000 – annual aggregate
iii. $5,000,000 – annual aggregate – Products/Completed Operations
iv. The following coverages shall be included:
    a. Premises and Operations Bodily Injury and Property Damage
    b. Personal and Advertising Injury
    c. Blanket Contractual Liability
    d. Products and Completed Operations Liability
    e. MMCAP Infuse named as an Additional Insured, to the extent permitted by law

C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

i. $2,000,000 – per occurrence
ii. $2,000,000 – annual aggregate

D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:

i. $2,000,000 – per occurrence
ii. $2,000,000 – annual aggregate

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ARTICLE XI
GENERAL TERMS

11.1 **Notices**. If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes.

11.2 **Audits**. Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales a Member.

A. Invoice and Pricing Audit. MMCAP Infuse and Members served by this Agreement may periodically audit validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice.

B. Costs. Vendor, MMCAP Infuse, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.

11.3 **Assignment**. The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse and a fully executed assignment agreement.

11.4 **Amendments**. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

11.5 **Order of Precedence**. Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, order forms, website use of terms, Offer Letters, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.

11.6 **Counterparts and Electronic Signature**. The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.

11.7 **Severability**. If any provision of the Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both MMCAP Infuse and the Vendor will be relieved of all obligations arising under such provisions. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding, and will be fully performed.

11.8 **Waiver**. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

11.9 **Governing Law, Jurisdiction, and Venue**. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

[END OF AGREEMENT, SIGNATURE PAGE FOLLOWS]

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VENDOR: Sanofi Pasteur, Inc
The Vendor certified that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Mackenzie Fetterman
Signature: MacKenzie Fetterman
Title: Deputy Director, Government Accounts
Date: 6/19/2020

STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. § 16C.03, subd. 3

Name: James Babbitt
Signature: DocuSigned by: James Babbitt DDE5B1490A484FC...
Date: 6/19/2020

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Sara Turnbow
Signature: DocuSigned by: Sara Turnbow 694A6F1D2CF64DE...
Date: 6/19/2020

[Signature Page]

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ATTACHMENT B
VaxValue Program

VAXVALUE AGREEMENT

Member Name:	**<Enter Member Name>**
Address:	
Primary Contact & Title:	
Email of Primary Contact:	
Agreement Number:	
Term (3 years):	Month 1, 2020 – Month XX, 2023
Measurement Periods:	Year 1- XXX-XXX Year 2- XXX-XXX Year 3- XXX-XXX
Group Purchasing Organization:	**MMCAP Infuse**
Wholesaler/Distributor:	
Wholesaler/Distributor Address:	

VaxValue Agreement for <Enter Member Name>

1. **<Enter Member Name>** is defined to include any office locations ("Practice Locations") through which **<Enter Member Name>** carries out professional services. Practice Locations are listed in Exhibit A, and references to **<Enter Member Name>** shall include its Practice Locations. **<Enter Member Name>** and its Practice Locations are part of the same legal entity, and constitute a single "buyer," for purposes of the federal health care program anti-kickback law discount exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).

2. According to its immunization protocol, **<Enter Member Name>**, a Member of **MMCAP Infuse** (for itself and, as applicable, its participating Practice Locations) selects (the "Products") and commits to the Product Category Offer as set forth in Table 1 and based upon the terms and conditions set forth herein:

Product Category Offer - Table 1

Qualifying Product Categories and Product Sales Measurement		
	TIER 1	**TIER 2**
	Must Meet or Exceed 3 of 3 Qualifying Product Categories	Must Meet or Exceed 2 of 3 Qualifying Product Categories
Pediatric: Pentacel, *Pentacel® formulated with Vero cell-derived IPV, Daptacel, Quadracel, ActHIB	80% Category Product Sales	80% Category Product Sales
Boosters: Adacel, Tenivac	80% Category Product Sales	80% Category Product Sales
MenACWY: Menactra, *MenQuadf	80% Category Product Sales	80% Category Product Sales

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* These two products are currently licensed. Available shipping and pricing information will follow in a subsequent update. Addendum AA will be attached to your agreement upon product availability. The format will be consistent with your current pricing addendum. Addendum AA will include Pentacel® formulated with Vero cell-derived IPV and MenQuadfi.

Pricing for current contract year will correspond to meeting or exceeding 80% of Category Product Sales for each Qualifying Product Category for the previous 12 months in Table 1. The pricing for each consecutive year will be based on meeting or exceeding the prior year's Category Product Sales for each Qualifying Product Category.

3. Category Sales are defined as follows:
   - Total Sanofi Pasteur Inc. product purchases (net of any returns, excluding Influenza) of a given Product Category and all competitive vaccines as described in Exhibit B
   - Category Sales are projected based on current membership roster for a twelve (12) month period and will be recalculated each year of this Agreement.
   - Category Sales will be validated by <Enter Member Name> and Sanofi Pasteur within 30 days of execution of this Agreement.
   - In the case of a shortage in a particular Product Category such situations will be reviewed and once mutually agreed upon between Sanofi Pasteur, Inc. and the Member then the Member will be considered to have met the requirements for that Category.

Sanofi Pasteur Inc. may utilize third party sales data to determine Category Sales as identified above and in Exhibit B. Upon availability, Sanofi Pasteur Inc. will utilize Category Sales data as supplied by IQVIA to determine compliance to Product Sales Measurement as identified in this Agreement.

4. Sanofi Pasteur Inc. offers two pricing Tiers. Tiered pricing will be determined for each year based upon the previous twelve (12) months' Category Sales performance in each Qualifying Product Category. Tier evaluation will be based on the following:

   a. **Tier 1:** Pricing listed in Exhibit C will be earned by meeting or exceeding the qualifying product sales measurement for three (3) out of three (3) Qualifying Product Categories.
   b. **Tier 2:** Pricing listed in Exhibit C will be earned by meeting or exceeding the qualifying product sales measurement for two (2) out of three (3) Qualifying Product Categories.

5. Initial Tier status determination and evaluation periods:

   <Enter Member Name> will initially be placed in the Tier that corresponds to similar current contract level which should be equivalent to meeting or exceeding 80% of Qualifying Product Category Sales for the previous 12 months.

   a. Achievement of Qualifying Product Category Sales will be evaluated on a semi-annual basis. Once the initial Tier is defined, the first review of Qualifying Product Category performance will occur six (6) months after the commencement of this Agreement and every six (6) months thereafter. This will provide an opportunity for both **<Enter Member Name>** and Sanofi Pasteur Inc. to clearly assess the trends toward meeting or exceeding the agreed upon number of Qualifying Product Categories.
   b. Achievement and determination of Qualifying Product Categories and establishing the agreed upon Tier for the second and third years of the Agreement will be assessed on an annual basis and will occur twelve (12) months and twenty-four (24) months after the commencement of this Agreement. An Amendment defining the Tier level for each of the second and third years of this Agreement will be issued to **<Enter Member Name>** at the commencement of the second and third years of this Agreement, respectively.
   c. For customers where a Qualifying Product Category Sale is zero, **<Enter Member Name>** will be placed in a Tier based on the one or more Qualifying Product Category or Categories being met.

   <Enter Member Name> will indicate Tier level and Product Category commitment on Page 6 below signature line.

6. Sanofi Pasteur Inc. will review variances from Product Sales Measurements based on market conditions.

7. **<Enter Member Name>** shall**,** in connection with this Agreement, comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, **<Enter Member Name>** may be obligated to report and provide information concerning any discounts provided under this Agreement pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third party.

8. Product pricing is stated in Exhibit C which is inclusive of Tier 1 and Tier 2. These prices are subject to change with thirty (30) days written notice during the term of this Agreement based upon market conditions and/or changes to catalog prices. Provided that **<Enter**

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Member Name> meets or exceeds the Qualifying Products and Product Sales Measurement set forth in Table 1 above, Sanofi Pasteur agrees that any price increase on any of the Qualifying Products listed in Addendum A excluding Influenza vaccine, will not exceed a total of four percent (4%) within any calendar year (January-December) of this Agreement.

9. Payment terms are 2% 90, net 91 days.

ADDITIONAL TERMS

10. The term of this Agreement may be renewed for an additional thirty six (36) month period as mutually agreed upon by both parties.

11. Practice Locations: **<Enter Member Name>** shall (1) provide Sanofi Pasteur Inc. with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi Pasteur Inc**.** of any changes, additions or deletions to the list as they occur. All such information must be submitted in an electronic format provided by Sanofi Pasteur Inc. (Exhibit A) via email. The document must contain the required fields as outlined in Exhibit A. Sanofi Pasteur Inc. will process any changes, additions and deletions relating to Exhibit A within forty-five (45) days of receipt. Sanofi Pasteur Inc. reserves the right to exclude certain proposed Practice Locations from coverage under this Agreement upon notice to **<Enter Member Name>**. Sanofi Pasteur Inc. further reserves the right to cancel or amend this Agreement should **<Enter Member Name>** not meet Sanofi Pasteur Inc.'s requirements as outlined in this section. In such event, Sanofi Pasteur Inc. agrees to provide thirty (30) days' written notice to **<Enter Member Name>** and work with **<Enter Member Name>** during said period to resolve outstanding issues.

12. Either **<Enter Member Name>** or Sanofi Pasteur Inc. shall have the right to cancel this Agreement upon thirty (30) days written notice. Any benefit earned through the date of cancellation will be issued as specified by the Agreement.

13. Sanofi Pasteur Inc. reserves the right to limit orders (by NDC) for **<Enter Member Name>**, within any given month, to no more than one hundred and fifty percent (150%) of a Practice Location's average monthly purchases and also one hundred and fifty percent (150%) of **<Enter Member Name>'s** Agreement in its entirety, calculated over the previous six months.

14. **<Enter Member Name>** will provide written notice to Sanofi Pasteur Inc. should the price of any contract product become noncompetitive as a result of an alternative competitive offer, and Sanofi Pasteur Inc. will be offered the right to match the competing price within thirty (30) days of such notice.

15. **<Enter Member Name>** shall promptly advise Sanofi Pasteur Inc. of any discrepancies in pricing. Sanofi Pasteur Inc**.** will process credit adjustment requests due to an error in pricing, excluding requests based on Practice Location affiliation, upon such notification. Credit adjustments due to Practice Location affiliation will be considered upon written notice to Sanofi Pasteur Inc., and will be limited to the two (2) month period prior to receipt of the written notification. Sanofi Pasteur Inc**.** reserves the right to deny credit adjustments based upon incomplete and/or inaccurate documentation.

16. Sanofi Pasteur Inc. shall pay an Administrative Fee to **MMCAP Infuse** based on **<Enter Member Name>'s** achievement of the Product Sales Measurements of Products as outlined herein, pursuant to the Contract between MMCAP and Sanofi Pasteur Inc.

17. **<Enter Member Name>** certifies to Sanofi Pasteur Inc. that (1) Products sold to **<Enter Member Name>** under this Agreement shall be dispensed to patients, physicians and/or employees of **<Enter Member Name>** and (2) **<Enter Member Name>** is operating in each instance, both on the effective date of this Agreement and on the date said Product is dispensed, either as:

    (i) the exclusive provider of said product to patients, physicians or employees; or

    (ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of said product are made for said **<Enter Member Name>'s** "own use"; or

    (iii) a for-profit organization, for which purchases of said product are made for **<Enter Member Name>'s** "own use" as defined in De Modena, et al. v. Kaiser Foundation Health Plan, Inc., et al., 743 F. 2d 13888 (9 Cir. 1984), applying the holding of the U.S. Supreme Court in Abbott Laboratories, et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976).

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18. **<Enter Member Name>** shall purchase all Products hereunder from Sanofi Pasteur Inc. on a direct purchase basis; provided, however, that **<Enter Member Name>** may make such purchases on a non-direct basis through a wholesaler and/or distributor that is able to communicate contract sales information to Sanofi Pasteur Inc. in a form acceptable to and approved by Sanofi Pasteur Inc. Should **<Enter Member Name>** choose to purchase on a non-direct basis, **<Enter Member Name>** will supply the names/addresses of its wholesalers and/or distributors to Sanofi Pasteur Inc. Contract Products purchased through a wholesaler and/or distributor may be subject to a mark-up. This mark-up is negotiated solely between **<Enter Member Name>** and its designated wholesaler and/or distributor.

19. Following the execution of this Agreement, **<Enter Member Name>** shall promptly notify all Practice Locations of the implementation of this Agreement, including the following:

    a. Practice Locations will be responsible for inspection of all Products upon its receipt, immediately notifying Sanofi Pasteur Inc**.** of any Product that is damaged or unusable. Such Product shall be returned to Sanofi Pasteur Inc. in accordance with Sanofi Pasteur Inc.'s General Terms and Conditions of Sale. All Products must be stored and handled as described in each product's approved labeling.

    b. Permit Sanofi Pasteur Inc. or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi Pasteur Inc. or its authorized representative's access to **<Enter Member Name>'s** Practice Locations in order to provide information or service materials.

    c. **<Enter Member Name>** agrees to meet with representatives from Sanofi Pasteur Inc**.** at a minimum of every six (6) months to review current and trending contract compliance and performance.

    d. At or about the conclusion of the Agreement term, Sanofi Pasteur Inc. shall propose Product pricing for the renewal term of this Agreement and review it with responsible **<Enter Member Name>** representatives.

    e. **<Enter Member Name>** and Sanofi Pasteur Inc**.** agree that the terms of this Agreement may not be shared or reproduced in a manner inconsistent with the terms of this Agreement, such obligation shall survive the termination or expiration of this Agreement.

20. With respect to any promotional programs or offers, Sanofi Pasteur Inc**.** shall have the sole right and responsibility for establishing and modifying the terms and conditions with respect to the sale of the Products, including any terms and conditions relating to or affecting the price at which the Products will be sold, any discounts attributable to payments on receivables, distribution of the Products, credit to be granted or refused, and the like.

21. All sales of Product hereunder are subject to the Terms and Conditions established in the Contract between MMCAP and Sanofi Pasteur Inc. in effect at the time of shipment. More information can be found at www.vaccineshoppe.com and www.mmcap.org. In the event of any conflict between those Terms and Conditions and the terms set forth herein, the terms of this Agreement shall control.

22. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi Pasteur Inc. may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates.

23. Sanofi Pasteur Inc. shall indemnify, defend, and hold harmless **<Enter Member Name>**, against and in respect of any and all claims, losses, costs, expenses, liabilities and damages, (including reasonable attorneys' fees) in connection with, arising out of or based upon any claim of an alleged defect in any of the products supplied hereunder (collectively, the "Claims"), except to the extent that any such Claim is caused by **<Enter Member Name>'s** negligence, recklessness or willful misconduct, or from breach of any of **<Enter Member Name>'s** representations, warranties or certifications.

    As a condition to Sanofi Pasteur Inc.'s indemnification, <Enter Member Name> shall give Sanofi Pasteur Inc. notice of any Claims (including a copy of any such Claim served upon <Enter Member Name>), promptly after such Claim was served and shall cooperate with Sanofi Pasteur Inc. and provide all such information to Sanofi Pasteur Inc. as shall be reasonably necessary for the defense (or settlement) of such Claims. <Enter Member Name> agrees to cooperate with Sanofi Pasteur Inc. in all respects with the conduct of the defense of the Claims, and shall not compromise or otherwise settle any such Claim without Sanofi Pasteur Inc.'s prior written consent.

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24. The terms and conditions of the **MMCAP Infuse** agreement shall apply to this Agreement. In the event of any conflict between this Agreement and the **MMCAP Infuse** agreement, the terms of this Agreement shall control.

25. Unless otherwise notified in writing to the contrary, any notice or written disclosure required or permitted by the terms hereof to be given any party hereto shall be effectively delivered for all purposes if delivered personally, electronically (either via e-mail or facsimile), or if mailed, upon deposit in the United States mail, postage prepaid, and if directed to **<Enter Member Name>** or any of its Practice Locations, properly addressed to **<Enter Member Name>** at the address listed in this document on page 1 and the signature page. If directed to Sanofi Pasteur, properly addressed to: Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370, ATTN: Director, Contract Development and Analytics. EMAIL: contract.administration@sanofipasteur.com.

This Agreement, its Exhibits and Addendum constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement, its Exhibits and Addendum supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement, its Exhibits and Addendum will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.

This document is issued by Sanofi Pasteur Inc**.** located at Discovery Drive, Swiftwater, Pennsylvania 18370-0187 and is binding only upon endorsement by its Head of Sales.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

<Enter Member Name>		**SANOFI PASTEUR INC.**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

<Enter Member Name>'s initials below indicate Tier level and Product Category commitment:

	Tier 1	Tier 2
Pediatric		

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Boosters		
MenACWY		

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EXAMPLE

Exhibit A

List of Practice Locations

Provide a list of Practice Locations as requested by **Sanofi Pasteur Inc.** and updates in an electronic format (Excel) acceptable to **Sanofi Pasteur Inc**. The Excel file may be sent via e-mail.

Required	**Optional**
HIN, DEA, and GLN	Sanofi Pasteur Inc. Customer Number
Customer Segment (pediatric, FP, IM, etc.)	
Name	
Address	
City	
State	
Zip	
Phone	
Start Date	
End Date (if known)	
Contact Person	
Add, Delete, Change	

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Exhibit B

Sanofi Pasteur Product Category Definitions

Therapeutic Class	Product Category	Sanofi Pasteur Qualifying Products	Competitor Measured Products used to determine Category Sales	Category Sales Measurement
Pediatric Acellular Pertussis and HIB containing Vaccines	Pediatric	Pentacel, Pentacel® formulated with Vero cell-derived IPV, Daptacel, Quadracel, ActHIB	All forms of Pediarix, Infanrix, Kinrix, PedvaxHIB, and Hiberix	80% Category Sales
Tdap and Td Vaccines	Boosters	Adacel, Tenivac	Boostrix and MassBiologics Td	80% Category Sales
Meningococcal MenACWY Vaccines	MenACWY	Menactra, MenQuadfi	Menveo	80% Category Sales

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Addendum A to Exhibit C

Products and Pricing

Based on Tier level selected, Addendum A will be attached to the fully executed agreement

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ATTACHMENT D
Reporting Requirements
Table 1: Required Data Field for Sales Data Report

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP Infuse -assigned facility ID
B	MMCAP Infuse Member Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for MMCAP Infuse Member (this should be the ship-to account number)
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (MMDDYYYY)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	LabelName/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products).
R	Strength (Required for pharmaceutical Products).
S	Route (Required for pharmaceutical Products).
T	Unit Price (99999.9999)
U	Quantity Ordered (not Vendor repackaged or re-bundled quantity)(99999.9999)
V	Quantity Shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)
X	Type of transaction (MMCAP Infuse contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (99999.9999)
AH	MMCAP Infuse Contract Number (MMS2000294)
AI	Admin Fee
AJ	Credit Indicator (C for credit)
AK	MMCAP Infuse -Assigned Wholesaler Code (***Codes will be assigned to PPV's during implementation period of the contract***)
AL	Manufacturer Name (MFG Name)
AM	Class of Trade

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AN	340b Purchase
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN
AU	GTIN

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ATTACHMENT E

Minnesota Statutory Procurement Language

1. **Government Data Practices**. Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (**Data Practices Act**), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
   A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
   B. Indemnification. Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
   C. Release of MMCAP Infuse Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its, federal employer tax identification number to federal and state agencies, and state personnel involved in the payment of State of Minnesota and Member obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination**. The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements**.
   A. Covered contracts and vendors. If the Agreement exceeds $100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
   B. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (**Commissioner**) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
   C. Minn. R. 5000.3400-5000.3600.
      i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
      ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
         a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
         b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
         c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

iii. Consequences. The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.

iv. Certification. The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075)**. For services valued in excess of $50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.

6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053**). The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

7. **Contingency Fees Prohibited**. Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

8. **Diverse Spend Reporting**. If the total value of this Agreement may exceed $500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.

9. **Retainage for Minnesota Government Units**. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.

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STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jennifer Budge, Parks, Recreation and Open Space Director

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction ("Tahoe Pool") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300136 for the Carson City Aquatic Facility Outdoor Pool Replaster and Retile Project ("Project") to Tahoe Pool for a total amount not to exceed $179,300.00. (Carol Akers, cakers@carson.org and Nick Wentworth, nwentworth@carson.org)

Staff Summary: This Project includes chipping out of old plaster and recoating the outdoor swimming pool shell with new plaster. The not to exceed amount of $179,300.00 comprises the base bid amount of $163,000.00, plus a 10% contingency of $16,300.00. The original estimate was $144,500.00. Alternate bid item 1 had additional repairs and equipment replacement if the budget allowed, staff recommends declining the additive alternate and approving only the base bid. This Project was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Program ("CIP").

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

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Proposed Motion

I move to approve the contract as presented and authorize the Parks and Recreation Director to approve expenditure of the 10 percent contingency, if necessary.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

May 20, 2021 (Item 15B): The Board of Supervisors approved the final budget for FY 2022, including the CIP which approved $175,000 for the Tot and Outdoor Pool Replaster project.

Background/Issues & Analysis

This Project will replace the plaster in the outdoor swimming pool at the Carson Aquatic Facility which has exceeded its current lifespan and in small areas is beginning to fail. Complete failure of the plaster pool shell would result in exceedingly expensive repairs and prolonged closure. Industry standard is to replaster every fifteen years. This project will provide a clean, safe environment for at least another fifteen years for the residents of Carson City.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on February 15, 2023. One bid was opened at approximately 11:30 a.m. on March 15, 2023, via online Cisco Webex bid opening. Present during the bid opening was: Carol Akers, Carson City Purchasing and Contracts Administrator.

Bidder	Base	Alternate
1. Tahoe Pool	$163,000	$80,014.55

Staff recommends award to Tahoe Pool, as the lowest responsive and responsible bidder. Staff recommends moving forward with the base bid only.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 338

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project # P504622001
Quality of Life Fund, Capital department - Capital Projects Account / 2545046-507010
Quality of Life Fund, Capital department - Undesignated account 2545046-507199

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project # P504622001, Account 2545046-507010 will be reduced by a not to exceed amount of $179,300.
The total project budget (Project Number P504622001) for the replaster of both pools was $175,000. A total of $27,412 was expensed for the Tot pool project leaving a balance of $147,588 available for the Outdoor Pool replaster project.

A budget transfer in the amount of $32,100 will be generated from the Quality of Life Capital Undesignated account 2545046-507199 into the capital project account. This will cover the amount needed for the replaster and the advertisement of bid docs. The available undesignated balance is $298,039.

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

Attachments:
23300136 Bid Tabulation_ROA.pdf

23300136 DRAFT Contract.pdf

Board Action Taken:
Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

BID# 23300136 Carson Aquatic Facility Outdoor Pool Replaster and Retile Project

Date and Time of Bid Opening 3/15/2023 @ 11:30am

				Tahoe Pool & Spa Consruction (Ronald L. Jacoboni Plastering Inc.)	
				Total Price	**$243,014.55**
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**
1.1	Mobilization, Demobilization and Clean-Up	1	LS	$12,987.00	$12,987.00
1.2	Re-Plaster 125,000 Gallon Outdoor Pool	1	LS	$150,013.00	$150,013.00
	Schedule A: Base Bid Items				**$163,000.00**
2.1	Replace return inlets and add 12”x12” composed of 2”x2” white tile surrounds around each Return Inlet.	8	EA	$1,420.00	$11,360.00
2.2	Replace main drain covers with VGB approved 9”x9” or equivalent suction rating	3	EA	$497.00	$1,491.00
2.3	Replace pool stair ladder inserts for four ladders	12	EA	$341.00	$4,092.00
2.4	Replace Water line tile with 4”x4” Navy Blue tile as well as depth marking tiles, “no running” tiles, lane number marking tiles, and “no diving” tiles where appropriate.	240	LF	$135.51	$32,522.40
2.5	Repair and refinish gutter cement gutter caps around pool edge using a finish rated for Outdoor Swimming pools	240	LF	$73.98	$17,755.20
2.6	Repair and re-bond Stone coping around pool edge and replace Sikaflex around coping with cement sealant rated for Outdoor Swimming Pool Decks	1	LF	$49.92	$49.92
2.7	Replace broken safety cover screw type brass anchors	7	EA	$178.29	$1,248.03
2.8	Repair grounding and bonding wire around pool edge on metal equipment where failed	240	LF	$47.90	$11,496.00
	Schedule B: Alternate Bid Item 1				**$80,014.55**

Carson City is recommending award to Tahoe Pool & Spa Construction for the <u>Base Bid only</u> and is tentatively scheduled for approval and award at the April 6, 2023 Board of Supervisors meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300136
Title: Carson City Aquatic Facility Outdoor Pool Replaster Project

THIS CONTRACT is made and entered into this 6th day of April 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction, hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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 involves a "public work," 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, **CONTRACTOR'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 **CONTRACTOR** for **CONTRACT No. 23300136,** titled **Carson Aquatic Facility Outdoor Pool Replaster Project** (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 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 23300136 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website https://carson.org/bids.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the 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 **CONTRACTOR** shall be addressed to:

Ronald Jacoboni, President
Tahoe Pool & Spa Construction
PO Box 2111
Carson City, NV 89702
775-246-5630
Poolsbyjacoboni@aol.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Sixty Three Thousand Dollars and 00/100 ($163,000.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 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.

6.1.2 **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 WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** 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 subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK 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 **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

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

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

6.3.2.1 If **CONTRACTOR** 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

6.3.2.2 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 **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

6.3.2.5 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 **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, 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

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

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY, CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 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, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 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

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

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

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21.**

6.7 Notice of Termination:

6.7.1 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).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

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

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars ($20) nor more than Fifty Dollars ($50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 ***In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 C.F.R. § 31.36(c) *Competition)*, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 CFR § 31.36(c) *Competition)*, in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. 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 **CONTRACTOR** to **CITY**.

11. 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 **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

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, 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.

13. INDEMNIFICATION:

13.1 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.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable 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.

14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK 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 WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** 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.

14.3 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 **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (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, **CONTRACTOR'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.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.***

15.2 **CONTRACTOR**, 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.

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

15.4 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.

15.5 *Insurance Coverage (15.6 through 15.23)*:

15.6 **CONTRACTOR** shall, at **CONTRACTOR'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 **CONTRACTOR** and shall continue in force as appropriate until the later of:

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

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

15.6.3 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 **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** 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 **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23*:

15.8 **Certificate Holder:** Each certificate 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.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, 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.

15.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

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

15.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **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 under federal and Nevada law 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.

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

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein 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 **CONTRACTOR**.

15.17 **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 15.9** (Additional Insured).

15.18 **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.

15.19 **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 **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'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 **CONTRACTOR** or its sub-contractors, 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.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

15.20.1 *Minimum Limits required*:

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

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

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

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required*:

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

15.22.1 *Minimum Limit required*:

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease

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

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

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

16.2 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.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR 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 **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** 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 **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** 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.

18. 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.

19. SEVERABILITY:

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

20. 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. **CONTRACTOR** 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.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 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 **CONTRACTOR** (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 **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'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.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** 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. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** 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.

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

24.1.1 **CONTRACTOR** 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.

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

24.1.3 **CONTRACTOR** 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.

24.1.4 **CONTRACTOR** 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).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** 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).

25. LOBBYING:

25.1 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:

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

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

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

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK 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 WORK, under the same or similar circumstances, in the State of Nevada.

27. 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. **CONTRACTOR** 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 WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves 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 arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** 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.

29. 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. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. 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 **CONTRACTOR** 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.

31. 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:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY
Executive Office
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 _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Project# P504622001
Account# 2545046-507010

PROJECT CONTACT PERSON:

Nick Wentworth, Project Manager
Telephone: 775-283-7733

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300136
Title: Carson City Aquatic Facility Outdoor Pool Replaster Project

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

CONTRACTOR
BY: Ronald Jacoboni
TITLE: President
FIRM: Tahoe Pool & Spa Construction
CARSON CITY BUSINESS LICENSE #: BL-003970
NEVADA CONTRACTORS LICENSE #: 0077872
Address: PO Box 2111
City: Carson City **State:** NV **Zip Code:** 89702
Telephone: 775-246-5630
E-mail Address: poolsbyjacoboni@aol.com

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

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

_____
(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300136
Title: Carson City Aquatic Facility Outdoor Pool Replaster Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 6, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300136** and titled **Carson City Aquatic Facility Outdoor Pool Replaster Project**. 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 6th day of April 2023.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 6th day of April 2023.

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

Bond #:_____

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called CONTRACTOR, and

_____
a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of $_____ (state sum in Words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 23300136** and titled **Carson City Aquatic Facility Outdoor Pool Replaster Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 23300136** and titled **Carson City Aquatic Facility Outdoor Pool Replaster Project**

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By:	**(Signature of Notary)**
Subscribed and Sworn before me this day of	**,20____**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Bond #:_____

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called CONTRACTOR, and
_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the $_____Dollars (state sum in words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 23300136** and titled **Carson City Aquatic Facility Outdoor Pool Replaster Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

   a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

   b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

   c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	**(signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	**(signature of notary)**
Subscribed and Sworn before me this day of	**, 20___**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Ronald L. Jacoboni Plastering, Inc dba Tahoe Pool & Spa Construction, as "Principal," and The Ohio Casualty Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of "Twelve Thousand Seven Hundred Forty Seven & 72/100" dollars ($ "12,747.72") for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300136, PWP # CC-2023-232, for the Project Title: Carson Aquatic Facility Outdoor Pool Replaster and Retile Project.

NOW, THEREFORE,

(a) If said Bid shall be rejected; or

(b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or

(c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: March 8, 2023

Ronald L. Jacoboni Plastering, Inc. dba
Tahoe Pool & Spa Construction

Principal
By: _____

The Ohio Casualty Insurance Company

Surety
By: _____
William Belpedio, Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Exhibit A

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202855 - 983777

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William Belpedio, Thomas Buckner, Michael J. Herranen

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12873 LMIC OCIC WAIC Multi Co_12/19

23300136 PWP-CC-2023-232
Tahoe Pool & Spa Consruction
Ronald L. Jacoboni Plastering Inc.
Supplier Response

Event Information

Number: 23300136 PWP-CC-2023-232
Title: Carson Aquatic Facility Outdoor Pool Replaster and Retile Project
Type: Invitation for Bid
Issue Date: 2/15/2023
Deadline: 3/15/2023 11:00 AM (PT)
Notes: **Summary:**

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Carson Aquatic Facility Outdoor Pool Replaster and Retile Project.

Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto. *All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.*

Project # P504622001
PWP# CC-2023-232

Engineers Estimate: $144,600.00

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2
City Hall - Executive Office
201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Fax: 1 (775) 887-2286
Email: cakers@carson.org

Exhibit A

Tahoe Pool & Spa Consruction Information

Contact: Ronald Jacoboni
Address: PO Box# 2111
Carson City, NV 89702
Phone: (775) 246-5630
Fax: (775) 885-7946
Email: poolsbyjacoboni@aol.com

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

Roanld Antonio Jacoboni
Signature

poolsbyjacoboni@aol.com
Email

Submitted at 3/14/2023 06:31:03 PM (PT)

Requested Attachments

Bid Bond Form — CC Outdoor Pool Bid Bond 3-13-2023.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

Vendor Information Form — VendorinfoCCOutdoorPool3-13-2023.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

References — CCOutdoorPool ReferenceLetter-3-14-2023.doc

This is required at time of bid submission. Refer to Attributes for information needed.

5% Subcontractor Information — CCOutdoor5%List3-14-2023.pdf

This document is required at time of bid submission. Contractor must self-list. You can download this document from the "Attachments" Tab.

1% Subcontractor Information — CCOutdoor1%List3-14-2023.pdf

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments section of this bid"
Email to CAkers@carson.org

Certification of Auth & Understanding — CertofAuthCCOutdoorPool3-13-2023.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Conflict of Interest — ConflictofIntrestCCOutdoorPool3-13-2023.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Local Preference Affidavit — LocalPreferenceAfdvdCCOutdoorPool3-13-2023.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.(If Applicable)

Certificate of Eligibility (NRS 338.147 & 338.1389) — *No response*

Required Certificate from General at time of bid (If Applicable)

State Prevailing Wages — PrevailingWagesNorthern Nevada Rural Region 2023(6)3-13-23.pdf

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

Project Workforce Checklist — *No response*

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

Bid Attributes

Exhibit A

1	**Contractor's License** Carson City has determined that the responsive bidder must possess a minimum of a Class A with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid. ☑ Acknowledged (Acknowledged)
2	**A Copy of Contractor's Certificate of Eligibility** A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than $250,000. ☑ Acknowledged (Acknowledged)
3	**Substitutions** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. ☑ Acknowledged (Acknowledged)
4	**Acknowledgement of Addendums** Bidder acknowledges receipt of _____ Addendums. No addendums received / none issued
5	**References** Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance. **Information to be included:** 1. Company Name 2. Mailing Address 2. Telephone Number 4. E-Mail 5. Project Title 6. Amount of Contract 7. Scope of Work ☑ Acknowledged (Acknowledged)
6	**Prevailing Wages (State/Local)** The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. (Email to Cakers@carson.org) ☑ Acknowledged (Acknowledged)

7	**Required Documents** Exhibit A **Acknowledgement of Required Documents:** **Bid Bond-**Due at Bid Submission **Vendor Information**-Due at Bid Submission **References**-Due at Bid Submission **5%-Sub-Contractor Information-**Due at Bid Submission General Contractor Must Self List**(Email to Cakers@carson.org)** **1%-Sub-Contractor Information-**Due by the (3) three lowest bidders (2) two hours after bid opening General Contractor Must Self List**(Email to Cakers@carson.org)** **Cert of Authorization & Understanding-**Due from General at Bid Submission/Sub-Contractors first week of work **Conflict of Interest-**Due from General at Bid Submission/Sub-Contractors first week of work **Local Preference Affidavit-Due at time of Bid Submission (If applicable)** **Certificate of Eligibility-**(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable) **Project Workforce Checklist-**Due from Lowest Bid-General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)** **Prevailing Wage Determination(State)-**Due from General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)** **Sub Contractor Monthly Payment Form-**Due with each pay application submitted ☑ Acknowledged (Acknowledged)

8 **Apprentices-NRS 338.01165 (SB 207)** Exhibit A

Apprentices-NRS 338.01165; SB 207 (2019)

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

- **Apprenticeship Utilization Request Form**

  Titled "Request For Apprentice Availability On A Public Work"

- **Apprenticeship Utilization Waiver Request Form**

  Titled: "Apprenticeship Utilization Act Waiver Request"

- **Apprenticeship Agreement Form**

  Titled: "Apprentice Agreement"

- ***Sample* Project Workforce Checklist**

  Titled: "Project Workforce Checklist"

NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **(Email to Cakers@carson.org)**

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.

☑ Acknowledged (Acknowledged)

9 **Acknowledgement & Execution of Bid Proposal** Exhibit A

I the Bidder, 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 Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

☑ Acknowledged (Acknowledged)

Bid Lines

1 **Package Header**

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: $163,000.00

Package Items

1.1 Mobilization, Demobilization and Clean-Up

Quantity: 1 UOM: LS Unit Price: $12,987.00 Total: $12,987.00

1.2 Re-Plaster 125,000 Gallon Outdoor Pool

Quantity: 1 UOM: LS Unit Price: $150,013.00 Total: $150,013.00

2 **Package Header**

Schedule B: Alternate Bid Item 1

Quantity: 1 UOM: EA Total: $80,014.55

Package Items

2.1 Replace return inlets and add 12”x12” composed of 2”x2” white tile surrounds around each Return Inlet.

Quantity: 8 UOM: EA Unit Price: $1,420.00 Total: $11,360.00

2.2 Replace main drain covers with VGB approved 9”x9” or equivalent suction rating

Quantity: 3 UOM: EA Unit Price: $497.00 Total: $1,491.00

2.3 Replace pool stair ladder inserts for four ladders

Quantity: 12 UOM: EA Unit Price: $341.00 Total: $4,092.00

2.4 Replace Water line tile with 4”x4” Navy Blue tile as well as depth marking tiles, “no running” tiles, lane number marking tiles, and “no diving” tiles where appropriate.

Quantity: 240 UOM: LF Unit Price: $135.51 Total: $32,522.40

2.5 Repair and refinish gutter cement gutter caps around pool edge using a finish rated for Outdoor Swimming pools

Quantity: 240 UOM: LF Unit Price: $73.98 Total: $17,755.20

2.6 Repair and re-bond Stone coping around pool edge and replace Sikaflex around coping with cement sealant rated for Outdoor Swimming Pool Decks

Quantity: 1 UOM: LF Unit Price: $49.92 Total: $49.92

Exhibit A

2.7 Replace broken safety cover screw type brass anchors

Quantity: 7 UOM: EA Unit Price: $178.29 Total: $1,248.03

2.8 Repair grounding and bonding wire around pool edge on metal equipment where failed

Quantity: 240 UOM: LF Unit Price: $47.90 Total: $11,496.00

Response Total: $243,014.55

Vendor Information

Vendor Information:	
Company Name: Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction	Federal ID No: 88 0199424 UEI/DUNS #: 082109349
Mailing Address: PO box # 2111	City, State, Zip Code: Carson City, NV 89702
Telephone Number: 775-246-5630	Email: Poolsbyjacoboni@aol.com

Contact Person/Title:	
Name: Ronald A. Jacoboni	Title: President
Mailing Address: PO box # 2111	City, State, Zip Code: Carson City, NV 89702
Telephone Number: 775-246-5630 / 775-721-7665	Email: PoolsByjacoboni@aol.com

Licensing Information:	
Nevada State Contractor's License Number: 0077872	
License Classification(s): A-10 Commercial/Residential Pools/Spas	Date Issued: 4-10-2013
Limitation(s) of License: 450,000	Date of Expiration: 4-30-2023
Name of Licensee: Ronald A. Jacoboni	
Carson City Business License Number: BL-003970-2020	

Name of Licensee: Ronald A. Jacoboni			
Disclosures of Principals:			
Individual and/~~or Partnership~~: S- Corporation			
(1) Owner Name: Ronald G. Jacoboni			
Address: 2877 Rio Vista Drive			
City: Minden	State: NV	Zip Code: 89423	
Telephone: 775-721-7665	Email: poolsbyjacoboni@aol.com		
(2) Owner Name: Michelle Jacoboni			
Address: 2877 Rio Vista Drive			
City: Minden	State: NV	Zip Code: 89423	
Telephone: 775-392-0493	Email: dapoolpeople@aol.com		
(1) Other Title: n/a			
Name: —			
(2) Other Title: n/a			
Name: —			

Exhibit A

TAHOE POOL & SPA CONSTRUCTION, INC.

P.O. Box 2111 ♦ Carson City, NV 89702 ♦ (775) 246-5630 ♦ (775) 322-POOL
NV Lic. #0077872 ♦ Limit $450,000 ♦ CA Lic. #963216

Carson City Outdoor Pool Replaster & Retile Project References March 14nd, 2023

Round Mountain Public Works
Po box # 1396
100 Hadley Circle
Round Mountain, NV 89045
Sky or Heidi
775-346-0896 OR 775-377-1166
rmrecdirector@gmail.com
rmtownrec@gmail.com
Indoor Swimming Pool & Wader Equipment Replacement/Repair
$82,353.00
R&R commercial pool boiler, R&R commercial pool circulation pump, Repair commercial pool and Wader filters, Install rope anchors, Install break marker line.

David Wally's Hot Springs Resort (Holiday Inn Club)
#9271 S John Young Parkway
Orlando, FL 32819
Jim Piar
440-429-9914
JPiar@holidayinnclub.com
Construct Two Natural Hot Spring Spas
$229,045.00+
Construct two in ground Natural spring spas, Install wireless automated mixing valves and thermostats, repair multiple miscellaneous electrical faults.

The Merge / Redfield Ridge
#5850 Polaris Avenue, Suite #1300
Las Vegas, NV 89118
#4959 Talbot Lane
Reno, NV 89509
Norman Filiatrault
702-857-7712 OR 951-425-9708
norm@merginc.com
Remodel Two Commercial Pools & One Commercial Spa
$107,445.00
Remodel two swimming pools & one spa including but not limited to; New coping, New tile, New mastic, New ladders & handrails, New LED light fixtures, Upgraded plaster finishes.

Signature_____ Date_____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: 2330136

Project No(s).: PWP-CC-2023-232

Total Bid Amount $ 243,014.55

Contractor: Ronald L. Jacobsen Plastering, Inc. dbA Tahoe Pool & Spa Construction

Address: 3650 Research Way, Suite #21

Carson City, NV 89706

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS *UEI NUMBER (if Federal Funds apply)*	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Ronald L. Jacobsen Plastering, Inc. dBA Tahoe Pool & Spa Construction 3650 Research Way #21 CC, NV 89706	775-246-5630	1.1-2.8	0077872	450,000	Entire Work Scope

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature — Date: 3/8/2023

Telephone No. 775-246-5630

REV. 09/13

Exhibit A

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BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or $50,000, whichever is greater)

Contract No.: 2330136

Project No(s).: PWP-CC-2023-232

Contractor: Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction

Address: 3650 Research Way, Suit #21

Carson City, NV 89706

Bid Amount $ 243,014.55

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS *UEI NUMBER (if Federal Funds apply)*	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction 3650 Research Way #21 CC, NV 89706	775-246-5630	1.1 - 2.8	0077872	450,000	Entire Work Scope

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

3/8/2023
Date

Telephone No. 775-246-5630

*****Email to Cakers@carson.org

REV. 09/13

Certification of Authorization and Understanding

Project Name: Carson City Outdoor Pool Replaster & Retile Project

Project Number: 23300136 PWP-CC-2023-232

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Michelle Jacoboni

Payroll Officer (Name)

Payroll Officer (Signature)

Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & Spa Construction

(Name of Contractor/Subcontractor)

By

(Owner's Signature)

President

(Title)

0077872

(Contractor/Subcontractor License Number)

3/8/2023

(Date)

Conflict of Interest Disclosure Form

Date: 3/8/2023

Project: 23300136 PWP-CC-2023-232

Title: Carson City Outdoor Pool Replaster & Retile Project

Name: Ronald A. Jacoboni

Position: Contractor

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☑ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: 3/8/2023

Exhibit A

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT K. HARRIS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2023 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2022

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:

(a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
(b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.

Exhibit A

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NEVADA 89706
PHONE (775) 684-1890
FAX (775) 687-6409
E-Mail: mail1@labor.nv.gov

STATE OF NEVADA

Office of the Labor Commissioner

OFFICE OF THE LABOR COMMISSIONER
3300 W. SAHARA AVE. SUITE 225
LAS VEGAS, NEVADA 89102
PHONE (702) 486-2650
FAX (702 486-2660
E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: 23300136 Project Name: Carson City Outdoor Pool Replaster & Retile Project

Contractor/Subcontractor: Ronald L. Jacoboni Plastering, Inc. dba Tahoe Pool & S

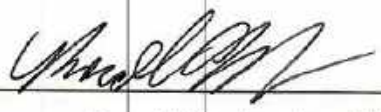
Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes	No	N/A ✔	Yes	No ✔
Alarm Installer	Yes	No	N/A ✔	Yes	No ✔
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A ✔	Yes	No ✔
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A ✔	Yes	No ✔
Cement Mason (Can also include Laborers)	Yes	No	N/A ✔	Yes	No ✔
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A	Yes	No ✔
Elevator Constructor	Yes	No	N/A ✔	Yes	No ✔
Floor Coverer	Yes	No	N/A ✔	Yes	No ✔
Glazier (see also Painters and Allied Trades)	Yes	No	N/A ✔	Yes	No ✔
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No ✔	N/A	Yes	No ✔
Iron Worker, can also include fence erectors (steel/iron)	Yes	No	N/A ✔	Yes	No ✔
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striper, landscaper, plastic tender, and traffic barrier erector	Yes ✔	No	N/A	Yes	No ✔
Lubrication and Service Engineer	Yes	No	N/A ✔	Yes	No ✔
Mechanical Insulator	Yes	No	N/A ✔	Yes	No ✔
Millwright	Yes	No	N/A ✔	Yes	No ✔
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No	N/A ✔	Yes	No ✔
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A ✔	Yes	No ✔
Pile Driver (non-equipment)	Yes	No	N/A ✔	Yes	No ✔
Plasterer	Yes ✔	No	N/A	Yes	No ✔
Plumber/Pipefitter	Yes	No ✔	N/A	Yes	No ✔

***This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. ***

Clear Page

Refrigeration	Yes	No	N/A ✔	Yes	No ✔
Roofer (not sheet metal)	Yes	No	N/A ✔	Yes	No ✔
Sheet Metal Worker, can also include air balance technician.	Yes	No	N/A ✔	Yes	No ✔
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A ✔	Yes	No ✔
Sprinkler Fitter	Yes	No	N/A ✔	Yes	No ✔
Surveyor (non-licensed)	Yes	No	N/A ✔	Yes	No ✔
Taper	Yes	No	N/A ✔	Yes	No ✔
Tile/Terrazzo Worker/Marble Mason	Yes	No ✔	N/A	Yes	No ✔
Traffic Barrier Erector (See Laborers)	Yes	No	N/A ✔	Yes	No ✔
Truck Driver	Yes	No	N/A ✔	Yes	No ✔
Well Driller (see also Operating Engineer)	Yes	No	N/A ✔	Yes	No ✔
Other*:	Yes	No	N/A ✔	Yes	No ✔
	Yes	No	N/A ✔	Yes	No ✔
	Yes	No	N/A ✔	Yes	No ✔
	Yes	No	N/A ✔	Yes	No ✔

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 

Name and Title: Ronald A. Jacoboni President

Date: 3/8/2023

Contractor Name: Tahoe Pool & Spa Construction

***This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. ***

Clear Page

Agenda Item No: 11.C

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jennifer Budge, Parks, Recreation and Open Space Director

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that Coons Construction LLC ("Coons"), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 23300291 for the Mills Park Maintenance Shop Project ("Project") to Coons for a total amount not to exceed $448,942.84. (Carol Akers, cakers@carson.org and Nick Wentworth, nwentworth@carson.org)

Staff Summary: This Project includes grading, concrete, purchase and erection of a metal building system, electrical and water connections to existing utilities, HVAC system, fencing, drainage system and asphalt grindings. The not to exceed amount of $448,942.84 comprises the base bid amount of $408,129.85, plus a 10% contingency of $40,812.99. The engineer's estimate was $443,055. This Project was approved as part of the Fiscal Year ("FY") 2023 Capital Improvement Program ("CIP").

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

---

Proposed Motion

I move to approve the contract as presented and authorize the Parks and Recreation Director to approve expenditure of the 10 percent contingency, if necessary.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

May 19, 2022 (Item 17A): The Board of Supervisors ("Board") approved the final budget for FY 2023, including the CIP which included an additional $300,000.00 for the Mills Park Maintenance Shop project.

May 21, 2020 (Item 16A): The Board approved the final budget for FY 2021, including the CIP which included $150,000.00 for the Mills Park Maintenance Shop project.

Background/Issues & Analysis

This Project will provide a safe and secure location for the Carson City Parks, Recreation and Open Space Department maintenance staff to store tools, equipment and supplies at Mills Park. The existing maintenance yard is made up of two small sheds and surrounded by a 4' chain-link fence which offer very little security from vandalism and theft. Regularly used tools having a secure storage solution on site at our largest park will reduce maintenance staff's time transporting those tools back and forth to the Corporate Yard. The project has already obtained a special use permit from the Planning Commission.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on February 22, 2023. Three bids were opened at approximately 11:30 a.m. on March 22, 2023, via online Cisco Webex bid opening. Present during the bid opening were: Anna Coons, Coons; Ashley Collier, Truckee Meadows Construction; Will Lyons, Anchor Concrete; Kimberly Martinez, Houston Smith Construction; Mike Protani, Ace Grading & Paving; Mike C., West Coast Dirt; Nick Wentworth, Carson City Parks, Rec. and Open Space; Alexis Philippi, EO Office Specialist and Carol Akers, Carson City Purchasing and Contracts Administrator.

1. Coons $408,129.85
2. Truckee Meadows Construction $434,373
3. Anchor Concrete $452,422.31

Staff recommends award to Coons, as the lowest responsive and responsible bidder.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 338

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project # P504621001
Quality of Life Fund, Capital department / Capital Projects Account / 2545046-507010
Quality of Life Fund, Capital department /Undesignated Account 2545046-507199

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project # P504621001, Account 2545046-507010 will be reduced by a not to exceed amount of $448,942.84. The total project budget (Project Number P504621001) for design and construction is $450,000.00. $37,956.00 has been expensed to Dube Group for Architectural & Engineering with another $1,950.00 encumbered. The project funding available is $410,094.00. A budget transfer in the amount of $39,000.00 will be generated from Quality of Life Capital Undesignated account 2545046-507199 for a total available project budget of $449,094.00. The current undesignated available balance is $298,039.00.

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

Attachments:
23300291 Bid Tabulation_ROA.pdf

23300291 DRAFT Contract.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

BID# 23300291 Mills Park Maintenance Shop

Date and Time of Bid Opening 3/22/2023 @ 11:30am

				Coons Construction LLc		Truckee Meadows Construction		Anchor Concrete	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1.1	Permitting	1	LS	$9,185.00	$9,185.00	$4,500.00	$4,500.00	$7,240.00	$7,240.00
1.2	Mobilization, Demobilization and Clean-Up	1	LS	$10,750.00	$10,750.00	$17,294.00	$17,294.00	$32,151.00	$32,151.00
1.3	PCC Driveway Aprons	15	CY	$388.55	$5,828.25	$300.00	$4,500.00	$1,084.73	$16,270.95
1.4	PCC Building Slab and Foundation	42	CY	$1,904.94	$80,007.48	$1,429.00	$60,018.00	$1,312.38	$55,119.96
1.5	Steel Pipe Bollards	2	EA	$650.00	$1,300.00	$1,500.00	$3,000.00	$815.00	$1,630.00
1.6	Sectional Door w/ Elec. Operator	1	EA	$6,669.32	$6,669.32	$6,005.10	$6,005.10	$8,075.00	$8,075.00
1.7	Metal Building System	1	LS	$74,500.45	$74,500.45	$58,466.00	$58,466.00	$70,986.00	$70,986.00
1.8	Metal Building Erection	1	LS	$34,615.00	$34,615.00	$140,000.00	$140,000.00	$68,488.00	$68,488.00
1.9	Irrigation Plumbing (Fixtures)	1	LS	$2,850.00	$2,850.00	$1,000.00	$1,000.00	$3,440.00	$3,440.00
1.10	Irrigation Plumbing (Underground)	150	LF	$107.01	$16,051.50	$75.00	$11,250.00	$43.42	$6,513.00
1.11	HVAC Design Build	1680	SF	$10.20	$17,136.00	$3.42	$5,745.60	$11.00	$18,480.00
1.12	Electrical Design Build	1680	SF	$6.67	$11,205.60	$10.00	$16,800.00	$13.08	$21,974.40
1.13	Underground Electrical System	220	LF	$63.52	$13,974.40	$50.00	$11,000.00	$66.77	$14,689.40
1.14	Site Clearing	16500	SF	$0.10	$1,650.00	$0.41	$6,765.00	$1.93	$31,845.00
1.15	Site Grading	230	CY	$79.32	$18,243.60	$47.41	$10,904.30	$79.57	$18,301.10
1.16	Security Fence	425	LF	$106.83	$45,402.75	$85.00	$36,125.00	$78.30	$33,277.50
1.17	Fence Gates	1	LS	$2,300.00	$2,300.00	$4,000.00	$4,000.00	$3,381.00	$3,381.00
1.18	Asphalt Grindings	150	CY	$69.17	$10,375.50	$100.00	$15,000.00	$103.74	$15,561.00
1.19	Pavement Striping	1	LS	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$2,459.00	$2,459.00
1.20	Permanent BMP's (Trenching)	300	LF	$70.23	$21,069.00	$40.00	$12,000.00	$20.00	$6,000.00
1.21	Permanent BMP's (Structures)	1	LS	$22,516.00	$22,516.00	$5,000.00	$5,000.00	$16,540.00	$16,540.00
	Schedule A: Base Bid Items			**$408,129.85**		**$434,373.00**		**$452,422.31**	

Carson City is recommending award to Coons Construction LLC, and is tentatively scheduled for approval and award at the April 6, 2023 Board of Supervisors meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300291
Title: Mills Park Maintenance Shop

THIS CONTRACT is made and entered into this 6th day of April 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Coons Construction, LLC, hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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 involves a "public work," 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, **CONTRACTOR'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 **CONTRACTOR** for **CONTRACT No. 23300291,** titled **Mills Park Maintenance Shop** (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 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 23300291 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website https://carson.org/bids.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the 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 **CONTRACTOR** shall be addressed to:

Daniel Coons, Managing Member
Coons Construction, LLC
PO Box 1460
Dayton, NV 89403
775-246-1660
danny@coons.biz

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Eight Thousand One Hundred Twenty Nine Dollars and 85/100 ($408,129.85).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 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.

6.1.2 **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 WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** 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 subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK 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 **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

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

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

6.3.2.1 If **CONTRACTOR** 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

6.3.2.2 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 **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

6.3.2.5 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 **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, 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

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

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY, CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 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, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 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

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

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

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21.**

6.7 Notice of Termination:

6.7.1 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).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

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

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars ($20) nor more than Fifty Dollars ($50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 ***In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 C.F.R. § 31.36(c) *Competition)*, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 CFR § 31.36(c) *Competition)*, in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. 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 **CONTRACTOR** to **CITY**.

11. 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 **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

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, 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.

13. INDEMNIFICATION:

13.1 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.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable 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.

14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK 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 WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** 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.

14.3 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 **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (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, **CONTRACTOR'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.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.***

15.2 **CONTRACTOR**, 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.

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

15.4 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.

15.5 *Insurance Coverage (15.6 through 15.23)*:

15.6 **CONTRACTOR** shall, at **CONTRACTOR'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 **CONTRACTOR** and shall continue in force as appropriate until the later of:

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

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

15.6.3 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 **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** 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 **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23*:

15.8 **Certificate Holder:** Each certificate 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.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, 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.

15.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

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

15.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **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 under federal and Nevada law 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.

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

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein 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 **CONTRACTOR**.

15.17 **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 15.9** (Additional Insured).

15.18 **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.

15.19 **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 **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'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 **CONTRACTOR** or its sub-contractors, 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.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

15.20.1 *Minimum Limits required*:

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

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

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

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required*:

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

15.22.1 *Minimum Limit required*:

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease

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

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

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

16.2 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.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR 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 **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** 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 **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** 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.

18. 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.

19. SEVERABILITY:

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

20. 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. **CONTRACTOR** 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.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 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 **CONTRACTOR** (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 **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'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.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** 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. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** 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.

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

24.1.1 **CONTRACTOR** 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.

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

24.1.3 **CONTRACTOR** 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.

24.1.4 **CONTRACTOR** 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).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** 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).

25. LOBBYING:

25.1 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:

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

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

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

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK 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 WORK, under the same or similar circumstances, in the State of Nevada.

27. 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. **CONTRACTOR** 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 WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves 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 arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** 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.

29. 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. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. 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 **CONTRACTOR** 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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300291
Title: Mills Park Maintenance Shop

31. 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:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY
Executive Office
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 _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Project# P504621001
Account# 2545046-507010

PROJECT CONTACT PERSON:

Nick Wentworth, Project Manager
Telephone: 775-283-7733

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300291
Title: Mills Park Maintenance Shop

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

CONTRACTOR
BY: Daniel Coons
TITLE: Managing Member
FIRM: Coons Construction, LLC
CARSON CITY BUSINESS LICENSE #: BL-004234
NEVADA CONTRACTORS LICENSE #: 0038006A/0039195A
Address: PO Box 1460
City: Dayton **State:** NV **Zip Code:** 89403
Telephone: 775-246-1660
E-mail Address: danny@coons.biz

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

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

_____
(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 23300291
Title: Mills Park Maintenance Shop

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 6, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300291** and titled **Mills Park Maintenance Shop**. 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 6th day of April 2023.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 6th day of April 2023.

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

Bond #:_____

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called CONTRACTOR, and

_____
a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of $_____ (state sum in Words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 23300291** and titled **Mills Park Maintenance Shop** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 23300291** and titled **Mills Park Maintenance Shop**

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By:	**(Signature of Notary)**
Subscribed and Sworn before me this day of	**,20____**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Bond #:_____

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called CONTRACTOR, and
_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the $_____Dollars (state sum in words)_____
_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 23300291** and titled **Mills Park Maintenance Shop** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

   a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

   b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

   c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 23300291** and titled **Mills Park Maintenance Shop**

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	**(signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	**(signature of notary)**
Subscribed and Sworn before me this day of	**, 20___**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

Exhibit A

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Coons Construction LLC, as "Principal," and Granite Re, Inc., as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Bid Amount dollars ($ 5%) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300291, PWP # CC-2023-219, for the Project Title: Mills Park Maintenance Shop.

NOW, THEREFORE,

(a) If said Bid shall be rejected; or

(b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or

(c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds.

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: March 22, 2023

Coons Construction LLC
Principal
By: _____

Granite Re, Inc.
Surety
By: _____
Kenneth D. Whittington
Attorney-in-Fact

Exhibit A

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this March 22, 2023.

Kyle P. McDonald, Assistant Secretary

GR-40 Ed. 01-22

23300291 (PWP# CC-2023-219) Addendum 3
Coons Construction LLc
Supplier Response

Event Information

Number: 23300291 (PWP# CC-2023-219) Addendum 3
Title: Mills Park Maintenance Shop
Type: Invitation for Bid
Issue Date: 2/22/2023
Deadline: 3/22/2023 11:00 AM (PT)
Notes: **Summary:**

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Mills Park Maintenance Shop. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto. *All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.*

Project # P504621001
PWP# CC-2023-219

Engineers Estimate: $443,055.00

This Project is deemed a **Vertical** Construction Project.

Mandatory Pre-Bid Meeting: March 8, 2023 10:00 AM Seely Loop Mills Park

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: Suite 2
City Hall - Executive Office

201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Fax: 1 (775) 887-2286
Email: cakers@carson.org

Exhibit A

Coons Construction LLc Information

Contact: Kelly Coons
Address: PO Box 1460
Dayton
Dayton, NV 89403
Phone: (775) 246-1660
Email: kelly@coons.biz

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

Daniel (Danny) Coons
Signature

danny@coons.biz
Email

Submitted at 3/22/2023 10:55:47 AM (PT)

Requested Attachments

Bid Bond Form — Bid Bond Form.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

Vendor Information Form — Mills Park Vendor Form.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

References — Coons Construciton References.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

5% Subcontractor Information — Bidder subccontract 5%.pdf

This document is required at time of bid submission. Contractor must self-list. You can download this document from the "Attachments" Tab.

1% Subcontractor Information — *No response*

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments section of this bid"
Email to CAkers@carson.org

Certification of Auth & Understanding — CertAuth&Understanding.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Conflict of Interest — Conflict of Interest.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Local Preference Affidavit — LOCAL PREFERENCE AFFIDAVIT.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.(If Applicable)

Certificate of Eligibility (NRS 338.147 & 338.1389) — Certificate of Eligibility.pdf

Required Certificate from General at time of bid (If Applicable)

State Prevailing Wages — *No response*

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

Project Workforce Checklist — *No response*

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

Response Attachments

Exhibit A

Auth to Sign.pdf

Corporate Auth to Sign

Bid Attributes

1	**Contractor's License** Carson City has determined that the responsive bidder must possess a minimum of a Class A or B with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid. ☑ Acknowledged (Acknowledged)
2	**A Copy of Contractor's Certificate of Eligibility** A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than $250,000. ☑ Acknowledged (Acknowledged)
3	**Substitutions** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. ☑ Acknowledged (Acknowledged)
4	**Acknowledgement of Addendums** Bidder acknowledges receipt of _____ Addendums. 3
5	**References** Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance. **Information to be included:** 1. Company Name 2. Mailing Address 2. Telephone Number 4. E-Mail 5. Project Title 6. Amount of Contract 7. Scope of Work ☑ Acknowledged (Acknowledged)
6	**Prevailing Wages (State/Local)** The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. (Email to Cakers@carson.org) ☑ Acknowledged (Acknowledged)

7	**Required Documents** Exhibit A **Acknowledgement of Required Documents:** **Bid Bond-**Due at Bid Submission **Vendor Information**-Due at Bid Submission **References**-Due at Bid Submission **5%-Sub-Contractor Information-**Due at Bid Submission General Contractor Must Self List**(Email to Cakers@carson.org)** **1%-Sub-Contractor Information-**Due by the (3) three lowest bidders (2) two hours after bid opening General Contractor Must Self List**(Email to Cakers@carson.org)** **Cert of Authorization & Understanding-**Due from General at Bid Submission/Sub-Contractors first week of work **Conflict of Interest-**Due from General at Bid Submission/Sub-Contractors first week of work **Local Preference Affidavit-Due at time of Bid Submission (If applicable)** **Certificate of Eligibility-**(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable) **Project Workforce Checklist-**Due from Lowest Bid-General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)** **Prevailing Wage Determination(State)-**Due from General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)** **Sub Contractor Monthly Payment Form-**Due with each pay application submitted ☑ Acknowledged (Acknowledged)

8 **Apprentices-NRS 338.01165 (SB 207)** Exhibit A

Apprentices-NRS 338.01165; SB 207 (2019)

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

- **Apprenticeship Utilization Request Form**

  Titled "Request For Apprentice Availability On A Public Work"

- **Apprenticeship Utilization Waiver Request Form**

  Titled: "Apprenticeship Utilization Act Waiver Request"

- **Apprenticeship Agreement Form**

  Titled: "Apprentice Agreement"

- ***Sample* Project Workforce Checklist**

  Titled: "Project Workforce Checklist"

NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **(Email to Cakers@carson.org)**

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.

☑ Acknowledged (Acknowledged)

9 **Acknowledgement & Execution of Bid Proposal** Exhibit A

I the Bidder, 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 Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

☑ Acknowledged (Acknowledged)

Bid Lines

1 **Package Header**

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: $408,129.85

Package Items

1.1 Permitting

Quantity: 1 UOM: LS Unit Price: $9,185.00 Total: $9,185.00

1.2 Mobilization, Demobilization and Clean-Up

Quantity: 1 UOM: LS Unit Price: $10,750.00 Total: $10,750.00

1.3 PCC Driveway Aprons

Quantity: 15 UOM: CY Unit Price: $388.55 Total: $5,828.25

1.4 PCC Building Slab and Foundation

Quantity: 42 UOM: CY Unit Price: $1,904.94 Total: $80,007.48

1.5 Steel Pipe Bollards

Quantity: 2 UOM: EA Unit Price: $650.00 Total: $1,300.00

1.6 Sectional Door w/ Elec. Operator

Quantity: 1 UOM: EA Unit Price: $6,669.32 Total: $6,669.32

1.7 Metal Building System

Quantity: 1 UOM: LS Unit Price: $74,500.45 Total: $74,500.45

1.8 Metal Building Erection

Quantity: 1 UOM: LS Unit Price: $34,615.00 Total: $34,615.00

1.9 Irrigation Plumbing (Fixtures)

Quantity: 1 UOM: LS Unit Price: $2,850.00 Total: $2,850.00

1.10 Irrigation Plumbing (Underground)

Quantity: 150 UOM: LF Unit Price: $107.01 Total: $16,051.50

1.11 HVAC Design Build

Quantity: 1680 UOM: SF Unit Price: $10.20 Total: $17,136.00

1.12 Electrical Design Build

Quantity: 1680 UOM: SF Unit Price: $6.67 Total: $11,205.60

Exhibit A

1.13 Underground Electrical System

Quantity: 220 UOM: LF Unit Price: $63.52 Total: $13,974.40

1.14 Site Clearing

Quantity: 16500 UOM: SF Unit Price: $0.10 Total: $1,650.00

1.15 Site Grading

Quantity: 230 UOM: CY Unit Price: $79.32 Total: $18,243.60

1.16 Security Fence

Quantity: 425 UOM: LF Unit Price: $106.83 Total: $45,402.75

1.17 Fence Gates

Quantity: 1 UOM: LS Unit Price: $2,300.00 Total: $2,300.00

1.18 Asphalt Grindings

Quantity: 150 UOM: CY Unit Price: $69.17 Total: $10,375.50

1.19 Pavement Striping

Quantity: 1 UOM: LS Unit Price: $2,500.00 Total: $2,500.00

1.20 Permanent BMP's (Trenching)

Quantity: 300 UOM: LF Unit Price: $70.23 Total: $21,069.00

1.21 Permanent BMP's (Structures)

Quantity: 1 UOM: LS Unit Price: $22,516.00 Total: $22,516.00

1.22 ***Line deleted as part of an Addendum***

2 ***Line deleted as part of an Addendum***

Response Total: $408,129.85

Vendor Information

Vendor Information:	
Company Name: Coons Construction, LLC	Federal ID No: 26-4176472 UEI/DUNS #: 0860894492
Mailing Address: P.O.Box 1460, Dayton NV 89403	City, State, Zip Code: Dayton NV 89403
Telephone Number: 775-246-1660	Email: ap@coons.biz

Contact Person/Title:	
Name: Daniel Coons	Title: Managing Member
Mailing Address: POBOX 1460	City, State, Zip Code: Dayton, NV 89403
Telephone Number: 775.721.8822	Email: danny@coons.biz

Licensing Information:	
Nevada State Contractor's License Number: 38006A / 39195A	
License Classification(s): B-2 / A 13, 15, 19, 7, 9	Date Issued: 3/9/2009 / 3/9/2009
Limitation(s) of License: 6,400,000 / 6,400,000	Date of Expiration: 3/31/2025 / 3/31/2025
Name of Licensee: Coons Construction, LLC	
Carson City Business License Number: BL-004234-2020	

Name of Licensee: Coons Construction, LLC		BL-004234-2020
Disclosures of Principals:		
Individual and/or Partnership:		
(1) Owner Name: Daniel Coons		
Address: POBox 1460		
City: Dayton	State: NV	Zip Code: 89403
Telephone: 775-721-8822	Email: danny@coons.biz	
(2) Owner Name: Kelly Coons		
Address: POBox 1460		
City: Dayton	State: NV	Zip Code: 89403
Telephone: 775-246-1660	Email: Kelly@coons.biz	
(1) Other Title: Managing Member		
Name: Daniel Coons		
(2) Other Title: Managing Member		
Name: Kelly Coons		

Coons Construction LLC Refernces

Project Name: Mills Park Maintenance Shop
Project Number: PWP#CC-2023-219
Project Location: Mills Park
Carson City, NV

Company Name: Wharton Concrete Forming Supply
Mailing Address: 40 Industrial Pkwy, Mound House, NV 89706
Phone Number: 775-241-9494
Email: victor.Magistrelli@whartonhardware.com
Project Name: 22 Heppner
Amount of Contract: 140,277.00
Scope of Work: Metal Building and site improvements

Company Name: Mound House RV Storage
Mailing Address: 246 Dayton Valley Road, Ste 106 Dayton, NV 89403
Phone Number: 775-742-1441
Email: pcowee@hotmail.com
Project Name: 10 Acre Storage/Watchmans Quarters
Amount of Contract: 2,729,174.00
Scope of Work: Metal structure and site improvements

Company Name: Ace Storage
Mailing Address: 7003 US-50, Dayton, NV 89403
Phone Number: 775-721-5482
Email: acestoragedayton@charter.net
Project Name: Ace Storage
Amount of Contract: 401,073.00
Scope of Work: Metal structure and site improvements

Exhibit A

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BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: 23300291

Project No(s).: PWP#CC-2023-219

Total Bid Amount $ 408,129.85

Contractor: Coons Construction, LLC

Address: 13 Alfonso B Mondthouse NV 89706

P.O.Box 1460 Dayton NV 89403

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS *UEI NUMBER (if Federal Funds apply)*	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Coons Construction LLC POBox 1460, Dayton NV 89403	775.246.1660	1.2, 1.3, 1.4, 1.5, 1.9, 1.10, 1.13, 1.14, 1.15	39195A 38006A	6400,000	Excavation, grading, site improvements, Admin
Newt Construction PO Box 20104 Carson City NV 89721	775-851-2466	1.13, 1.14, 1.20, 1.21 1.3, 1.4	41646	1,000,000	concrete
F & G Construction 291 Riverboat Rd Dayton NV 89403	775-246-9950	1.7, 1.8	55701, 64289 55700	1,000,000	Building Erection
Tahoe Fence 316 Broom D Mondthouse	775-882-1062	1.16, 1.17	53722A	1200,00	Fence

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Daniel J Coons
Contractor's Signature

3-20-2023
Date

Telephone No. 775-246-1660

REV. 09/13

Exhibit A

302

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or $50,000, whichever is greater)

Contract No.: 23300291

Project No(s).: PWP #CC-2023-29

Bid Amount $ 408,129.85

Contractor: Coons Construction LLC

Address: 13 Alfonso B Mound House NV 89706

PO BOX 1460 Dayton NV 89403

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS *UEI NUMBER (if Federal Funds apply)*	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Coons Construction LLC PO BOX 1460, Dayton NV 89403	775-246-1660	1.2, 1.3, 1.4, 1.5 1.9, 1.10, 1.13, 1.14 1.15, 1.18, 1.19, 1.20 1.21	39195A 38006A	6,400,000	Excavation, grading site improvements, Admin
Newt Construction PO Box 20104 Carson City NV 89721	775-851-2466	1.3, 1.4	41646	1,000,000	Concrete
F&G Construction 259 Riverboat Rd. Dayton NV 89403	775-246-9950	1.7, 1.8	55701, 64289 57700	1,000,000	Building Erection
TA Nolf Fence 316 Brown Dr. Mound House NV 89706	775-882-1002	1.16, 1.17	53722A	1,200,000	Fence

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Daniel A Coons
Contractor's Signature

3-22-2023
Date

Telephone No. Daniel A Coons
775-246-1660

*****Email to Cakers@carson.org

REV. 09/13

Exhibit A

COONS CONSTRUCTION LLC

SIGNING AUTHORITY FOR LLC OFFICIALS

DATE: APRIL 1, 2009

THE FOLLOWING CORPORATE OFFICIALS ARE AUTHORIZED TO SIGN, OR TO APPOINT PERSONS TO SIGN, ALL DOCUMENTS UNLESS OTHERWISE SPECIFIED, SUBMITTED ON THE CORPORATION/LLC'S FOR PURPOSES OF BIDDING AND CONTRACTS.

DANIEL F COONS

KELLY L COONS

THIS AUTHORITY WILL REMAIN IN EFFECT UNTIL FORMALLY CHANGED OR RESCINDED BY LLC OFFICIALS.

Certification of Authorization and Understanding

Project Name: Mills Park Maintenance Shop

Project Number: PWP#CC-2023-219

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Kelly Coons

Payroll Officer (Name)

Kelly Coons

Payroll Officer (Signature)

Coons Construction,LLC

(Name of Contractor/Subcontractor)

By David Coons

(Owner's Signature)

Managing member

(Title)

39195,38006-A13,15,19,7,9-B2

(Contractor/Subcontractor License Number)

3-20-2023

(Date)

Conflict of Interest Disclosure Form

Date: March 22,2023

Project: PWP#CC-2023-219

Title: Managing Member

Name: Daniel Coons

Position: Managing Member

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☑ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Daniel J Coons

Date: March 22,2023

BID PROPOSAL

Exhibit A

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Daniel Coons, on behalf of the Contractor, Coons Construction,LLC, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No. 23300291

Project Name: Mills Park Maintenance Shop

certify that the following requirement will be adhered to, documented, and attained on completion of the contract. Upon submission of this affidavit on behalf of
I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;

2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;

3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.

4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: Daniel Coons

Title: Managing Member

Signature: Daniel Coons

Date: 3-20-2023

Exhibit A

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-14-07-24-0512***

COONS CONSTRUCTION LLC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0038006A*** ORIGINAL ISSUE DATE: ***03/09/2009*** BUSINESS TYPE: ***LIMITED LIABILITY COMPANY*** CLASSIFICATION: ***B2-RESIDENTIAL & SMALL COMMERCIAL*** MONETARY LICENSE LIMIT: ***$6,400,000*** STATUS: ***ACTIVE,*** IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***APRIL 11, 2022*** AND EXPIRES ON ***MARCH 31, 2023***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

NANCY MATHIAS, LICENSING ADMINISTRATOR — DATE 4/13/2022
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Exhibit A

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-14-07-24-0511***

COONS CONSTRUCTION LLC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0039195A*** ORIGINAL ISSUE DATE: ***03/09/2009*** BUSINESS TYPE: ***LIMITED LIABILITY COMPANY*** CLASSIFICATION: ***A7-EXCAVATING AND GRADING; A9-PIERS AND FOUNDATIONS; A13-WRECKING BUILDINGS; A15-SEWERS, DRAINS & PIPES; A19-PIPELINE & CONDUITS*** MONETARY LICENSE LIMIT: ***$6,400,000*** STATUS: ***ACTIVE,*** IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***APRIL 11, 2022*** AND EXPIRES ON ***MARCH 31, 2023***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 4/13/2022

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Exhibit A

STATE OF NEVADA

JOE LOMBARDO
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT K. HARRIS
LABOR COMMISSIONER

OFFICE OF THE LABOR COMMISSIONER
3340 WEST SAHARA AVENUE
LAS VEGAS, NV 89102
PHONE: (702) 486-2650
FAX (702) 486-2660
OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

EMAIL: PUBLICWORKS@LABOR.NV.GOV

2023 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2022

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:

(a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
(b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NEVADA 89706
PHONE (775) 684-1890
FAX (775) 687-6409
E-Mail: mail1@labor.nv.gov

STATE OF NEVADA

Office of the Labor Commissioner

OFFICE OF THE LABOR COMMISSIONER
3300 W. SAHARA AVE. SUITE 225
LAS VEGAS, NEVADA 89102
PHONE (702) 486-2650
FAX (702 486-2660
E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: 1330029 | Project Name: Mills Park Maintenance Shop

Contractor/Subcontractor: Cors Construction LLC

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes	No	N/A ✓	Yes	No
Alarm Installer	Yes	No	N/A ✓	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A	Yes	No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A ✓	Yes	No
Cement Mason (Can also include Laborers)	Yes	No	N/A ✓	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A ✓	Yes	No
Elevator Constructor	Yes	No	N/A ✓	Yes	No
Floor Coverer	Yes	No	N/A ✓	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A ✓	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A ✓	Yes	No
Iron Worker, can also include fence erectors (steel/iron)	Yes	No	N/A	Yes	No
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striper, landscaper, plastic tender, and traffic barrier erector	Yes	No ✓	N/A	Yes	No ✓
Lubrication and Service Engineer	Yes	No	N/A ✓	Yes	No
Mechanical Insulator	Yes	No	N/A	Yes	No
Millwright	Yes	No	N/A	Yes	No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No ✓	N/A	Yes	No ✓
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A ✓	Yes	No
Pile Driver (non-equipment)	Yes	No	N/A ✓	Yes	No
Plasterer	Yes	No	N/A ✓	Yes	No
Plumber/Pipefitter	Yes	No	N/A ✓	Yes	No

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Refrigeration	Yes	No	N/A ✓	Yes	No
Roofer (not sheet metal)	Yes	No	N/A ✓	Yes	No
Sheet Metal Worker, can also include air balance technician.	Yes	No	N/A ✓	Yes	No
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A ✓	Yes	No
Sprinkler Fitter	Yes	No	N/A ✓	Yes	No
Surveyor (non-licensed)	Yes	No	N/A ✓	Yes	No
Taper	Yes	No	N/A ✓	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A ✓	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A ✓	Yes	No
Truck Driver	Yes	No ✓	N/A	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A ✓	Yes	No
Other*:	Yes	No	N/A ✓	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: Kelly Coons

Name and Title: Kelly Coons - Mg Member

Date: 23 MARCH 23

Contractor Name: COONS CONSTRUCTION LLC

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Required Form

STATE OF NEVADA

Office of the Labor Commissioner

3300 W. SAHARA AVE. SUITE 225
LAS VEGAS, NEVADA 89102
PHONE (702) 486-2650
FAX (702 486-2660
E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: CE-2023-19 Project Name: Mills Park Maintenance

Contractor/Subcontractor: Tahoe Fence Co. Inc

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes No N/A X	Yes No
Alarm Installer	Yes No N/A X	Yes No
Asbestos Abatement (See Laborers)	Yes No N/A X	Yes No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A X	Yes No
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes No N/A X	Yes No
Cement Mason, can also include plasterers.	Yes No N/A X	Yes No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A X	Yes No
Elevator Constructor	Yes No N/A X	Yes No
Fence Erector (See Laborers) non-steel/iron. **(See Iron Workers)** steel/iron.	Yes No X N/A	Yes No X
Flag Person (See Laborers)	Yes No N/A X	Yes No
Floor Coverer	Yes No N/A X	Yes No
Glazier (see also Painters and Allied Trades)	Yes No N/A X	Yes No
Highway Striper (See Laborers)	Yes No N/A X	Yes No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes No N/A X	Yes No
Iron Worker, can also include fence erectors (steel/iron).	Yes No N/A X	Yes No
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper, landscaper, and traffic barrier erector.	Yes No X N/A	Yes No X
Lubrication and Service Engineer	Yes No N/A X	Yes No
Mechanical Insulator	Yes No N/A X	Yes No
Millwright	Yes No N/A X	Yes No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes No N/A X	Yes No
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes No N/A X	Yes No

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Pile Driver (non-equipment)	Yes __ No __ N/A X	Yes __ No __
Plasterer	Yes __ No __ N/A X	Yes __ No __
Plumber/Pipefitter	Yes __ No __ N/A X	Yes __ No __
Refrigeration	Yes __ No __ N/A X	Yes __ No __
Roofer (not sheet metal)	Yes __ No __ N/A X	Yes __ No __
Sheet Metal Worker, can also include air balance technician.	Yes __ No __ N/A X	Yes __ No __
Soils and Materials Tester, includes certified soil tester	Yes __ No __ N/A X	Yes __ No __
Sprinkler Fitter	Yes __ No __ N/A X	Yes __ No __
Surveyor (non-licensed)	Yes __ No __ N/A X	Yes __ No __
Taper	Yes __ No __ N/A X	Yes __ No __
Tile/Terrazzo Worker/Marble Mason	Yes __ No __ N/A X	Yes __ No __
Traffic Barrier Erector (See Laborers)	Yes __ No __ N/A X	Yes __ No __
Truck Driver	Yes __ No __ N/A X	Yes __ No __
Well Driller (see also Operating Engineer)	Yes __ No __ N/A X	Yes __ No __
Other*:	Yes __ No __ N/A X	Yes __ No __
	Yes __ No __ N/A	Yes __ No __
	Yes __ No __ N/A	Yes __ No __
	Yes __ No __ N/A	Yes __ No __

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: Matthew Chad Mellow

Name and Title: MATTHEW CHAD MELLOW V.P.

Date: March 22, 2023

Contractor Name: TAHOE FENCE, CO. INC

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STATE OF NEVADA

Office of the Labor Commissioner

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PHONE (702) 486-2650
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E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: 23300291 Project Name: Mills Park Maintenance Shop

Contractor/Subcontractor: Allied Air

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes	No	N/A	Yes	No
Alarm Installer	Yes	No	N/A	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A	Yes	No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A	Yes	No
Cement Mason (Can also include Laborers)	Yes	No	N/A	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A	Yes	No
Elevator Constructor	Yes	No	N/A	Yes	No
Floor Coverer	Yes	No	N/A	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A	Yes	No
Iron Worker, can also include fence erectors (steel/iron)	Yes	No	N/A	Yes	No
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striper, landscaper, plastic tender, and traffic barrier erector	Yes	No	N/A	Yes	No
Lubrication and Service Engineer	Yes	No	N/A	Yes	No
Mechanical Insulator	Yes	No	N/A	Yes	No
Millwright	Yes	No	N/A	Yes	No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No	N/A	Yes	No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A	Yes	No
Pile Driver (non-equipment)	Yes	No	N/A	Yes	No
Plasterer	Yes	No	N/A	Yes	No
Plumber/Pipefitter	Yes	No	N/A	Yes	No

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Refrigeration	Yes	No	N/A	Yes	No
Roofer (not sheet metal)	Yes	No	N/A	Yes	No
Sheet Metal Worker, can also include air balance technician.	Yes	No	N/A	Yes	No
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A	Yes	No
Sprinkler Fitter	Yes	No	N/A	Yes	No
Surveyor (non-licensed)	Yes	No	N/A	Yes	No
Taper	Yes	No	N/A	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A	Yes	No
Truck Driver	Yes	No	N/A	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A	Yes	No
Other*: HVAC	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

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Signed: Kelly Coons

Name and Title: Kelly Coons Admin

Date: March 23, 2023

Contractor Name: Allied Aire

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STATE OF NEVADA

Office of the Labor Commissioner

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LAS VEGAS, NEVADA 89102
PHONE (702) 486-2650
FAX (702 486-2660
E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: 23300291 Project Name: Mills Park Maintenance Shop

Contractor/Subcontractor: F&G Construction

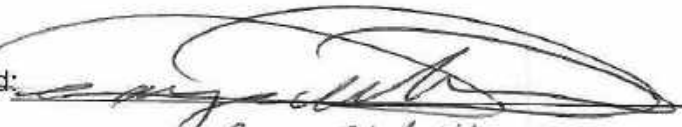
Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes	No	N/A ✓	Yes	No
Alarm Installer	Yes	No	N/A ✓	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A ✓	Yes	No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A ✓	Yes	No
Cement Mason (Can also include Laborers)	Yes	No	N/A ✓	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A ✓	Yes	No
Elevator Constructor	Yes	No	N/A ✓	Yes	No
Floor Coverer	Yes	No	N/A ✓	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A ✓	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A ✓	Yes	No
Iron Worker, can also include fence erectors (steel/iron)	Yes	No ✓	N/A	Yes	No ✓
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striper, landscaper, plastic tender, and traffic barrier erector	Yes	No ✓	N/A	Yes	No ✓
Lubrication and Service Engineer	Yes	No	N/A ✓	Yes	No
Mechanical Insulator	Yes	No	N/A ✓	Yes	No
Millwright	Yes	No	N/A ✓	Yes	No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No	N/A ✓	Yes	No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A ✓	Yes	No
Pile Driver (non-equipment)	Yes	No	N/A ✓	Yes	No
Plasterer	Yes	No	N/A ✓	Yes	No
Plumber/Pipefitter	Yes	No	N/A ✓	Yes	No

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Refrigeration	Yes	No	N/A ✓	Yes	No
Roofer (not sheet metal)	Yes	No	N/A ✓	Yes	No
Sheet Metal Worker, can also include air balance technician.	Yes	No ✓	N/A	Yes	No ✓
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A ✓	Yes	No
Sprinkler Fitter	Yes	No	N/A ✓	Yes	No
Surveyor (non-licensed)	Yes	No	N/A ✓	Yes	No
Taper	Yes	No	N/A ✓	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A ✓	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A ✓	Yes	No
Truck Driver	Yes	No	N/A ✓	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A ✓	Yes	No
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 

Name and Title: Corey Gladwell / Managing Member

Date: 2/22/2023

Contractor Name: F+G Construction Limited

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PHONE (702) 486-2650
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Project Workforce Checklist

Contract No.: 2330029 Project Name: Mills Park Maintenance Shop

Contractor/Subcontractor: New Concrete Construction

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Alarm Installer	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Asbestos Abatement (See Laborers)	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Cement Mason, can also include plasterers.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Elevator Constructor	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Fence Erector (See Laborers) non-steel/iron. **(See Iron Workers)** steel/iron.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Floor Coverer	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Highway Striper (See Laborers)	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Iron Worker, can also include fence erectors (steel/iron).	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper, landscaper, and traffic barrier erector.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Lubrication and Service Engineer	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Mechanical Insulator	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Millwright	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐

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Pile Driver (non-equipment)	Yes __ No __ N/A __	Yes __ No __
Plasterer	Yes __ No __ N/A __	Yes __ No __
Plumber/Pipefitter	Yes __ No __ N/A __	Yes __ No __
Refrigeration	Yes __ No __ N/A __	Yes __ No __
Roofer (not sheet metal)	Yes __ No __ N/A __	Yes __ No __
Sheet Metal Worker, can also include air balance technician.	Yes __ No __ N/A __	Yes __ No __
Soils and Materials Tester, includes certified soil tester	Yes __ No __ N/A __	Yes __ No __
Sprinkler Fitter	Yes __ No __ N/A __	Yes __ No __
Surveyor (non-licensed)	Yes __ No __ N/A __	Yes __ No __
Taper	Yes __ No __ N/A __	Yes __ No __
Tile/Terrazzo Worker/Marble Mason	Yes __ No __ N/A __	Yes __ No __
Traffic Barrier Erector (See Laborers)	Yes __ No __ N/A __	Yes __ No __
Truck Driver	Yes __ No __ N/A __	Yes __ No __
Well Driller (see also Operating Engineer)	Yes __ No __ N/A __	Yes __ No __
Other*:	Yes __ No __ N/A __	Yes __ No __
	Yes __ No __ N/A __	Yes __ No __
	Yes __ No __ N/A __	Yes __ No __
	Yes __ No __ N/A __	Yes __ No __

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: _____

Name and Title: Bret Allen owner

Date: 3/22/23

Contractor Name: Newt Concrete Construction

Email to Cakers@carson.org

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Project Workforce Checklist

Contract No.: 23300291 Project Name: Mills Park Maintenance Shop

Contractor/Subcontractor: Lumens

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes	No	N/A	Yes	No
Alarm Installer	Yes	No	N/A	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A	Yes	No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A	Yes	No
Cement Mason (Can also include Laborers)	Yes	No	N/A	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A	Yes	No
Elevator Constructor	Yes	No	N/A	Yes	No
Floor Coverer	Yes	No	N/A	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A	Yes	No
Iron Worker, can also include fence erectors (steel/iron)	Yes	No	N/A	Yes	No
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striper, landscaper, plastic tender, and traffic barrier erector	Yes	No	N/A	Yes	No
Lubrication and Service Engineer	Yes	No	N/A	Yes	No
Mechanical Insulator	Yes	No	N/A	Yes	No
Millwright	Yes	No	N/A	Yes	No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No	N/A	Yes	No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A	Yes	No
Pile Driver (non-equipment)	Yes	No	N/A	Yes	No
Plasterer	Yes	No	N/A	Yes	No
Plumber/Pipefitter	Yes	No	N/A	Yes	No

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Refrigeration	Yes	No	N/A ✓	Yes	No
Roofer (not sheet metal)	Yes	No	N/A ✓	Yes	No
Sheet Metal Worker, can also include air balance technician.	Yes	No	N/A ✓	Yes	No
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A ✓	Yes	No
Sprinkler Fitter	Yes	No	N/A ✓	Yes	No
Surveyor (non-licensed)	Yes	No	N/A ✓	Yes	No
Taper	Yes	No	N/A ✓	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A ✓	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A ✓	Yes	No
Truck Driver	Yes	No	N/A ✓	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A ✓	Yes	No
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: R. Schneider

Name and Title: OWNER

Date: 3/23/202

Contractor Name: WMENS

***This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. ***

Clear Page

Agenda Item No: 11.D

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

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

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to purchase one diesel standby generator for use at the Carson City Public Safety Complex for a not to exceed amount of $97,960 utilizing joinder contract 092222-CAT between Caterpillar Inc. ("Caterpillar") and Sourcewell. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: If approved, this purchase will replace an existing generator located at the City's Public Safety Complex at 911 East Musser Street and provide emergency backup power to that facility during power outages. Caterpillar's authorized dealer, Cashman Equipment Company, will fulfill this purchase under the terms of the joinder agreement between Caterpillar and Sourcewell. This purchase was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Plan ("CIP").

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

---

Proposed Motion
I move to approve the purchase as presented.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
May 20, 2021 (Item 15B): The Board of Supervisors approved the final budget for FY 2022, including the CIP.

Background/Issues & Analysis
The existing emergency generator at the Public Safety Complex has been determined to be at the end of its useful life. FY 2022 funding was allocated to be spent to replace the generator. Due to significant lead times for generators, the Carson City Public Works Department ("Public Works") proposes pre-purchasing the generator, which will be installed later as part of a future project.

Public Works plans to request bids for the work associated with removing and replacing the generator at the facility once the new generator is closer to being ready for delivery. This reduces risk for contractors in holding prices for long periods of time when prices tend to fluctuate. This will provide a more accurate price for that project.

Sourcewell is a public agency of the State of Minnesota that acts as a cooperative purchasing organization. The joinder contract being utilized is:
Sourcewell Contract# 092222-CAT, expires 11/22/2026
https://www.sourcewell-mn.gov/cooperative-purchasing/092222-cat#tab-contract-documents

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.195(1)(c)

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project #: P303422214
Capital Projects Fund / Capital Improvements Account 2101002-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account 2101002-507010 will be reduced by a not to exceed amount of $97,960. The total project budget (Project Number P303422214) for design and construction is $418,000.

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

Attachments:
CAT PROPOSAL - Carson City Public Works - Cashman - R1 - 030323.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

3300 St. Rose Parkway | Henderson, NV 89052
Main (702) 649-8777 | Fax (702) 639-5090

Date	March 3rd, 2023
Quote Expires	May 3rd, 2023
Quote No.	HM020923 - 31177722
Revision	01

Sourcewell Proposal
Sourcewell Contract #120617-CAT

Project Name: Carson City Public Works (Sourcewell ID #120976)

We are pleased to provide pricing per the following proposal and bill of materials.

The following documents were reviewed prior to completion and delivery of this proposal:

1. None.

Current estimated lead time on equipment is **54-56 weeks** ARO Actual project lead times and delivery schedule will be confirmed at time of equipment released to order. Individual items may be available for earlier shipment. Contact your Cashman Sales Rep for details.

CAT D350GC Diesel Standby Generator Set	**List**	**$120,265**
	SW Member Discount	**$37,282**
	Net Priced Items	**$2,035**
	SW Sale Price	**$85,018**
Services / Sourced Goods	**List**	**$13,623**
- Startup/Commissioning, Freight, Etc.	**SW Discount**	**$682**
	SW Services Total	**$12,942**
Total	**Sourcewell Approved Price**	**$97,960**

Price includes freight to job site, start up, commissioning, site testing and owner training on equipment provided by Cashman Equipment. Also includes **Standard** Caterpillar parts and labor warranty on generator from date of startup.

This quote does not include additional testing, equipment or certifications in specifications/drawings not supplied to Cashman Equipment.

ALL PRICES UNLESS SPECIFICALLY NOTED ARE FOB SITE WITH OFFLOAD AND INSTALLATION BY OTHERS, PLUS ANY APPLICABLE TAX.

NOT INCLUDED: CRANE TO OFFLOAD, INSTALLATION, FUEL, TAX.
Thank you for the opportunity to quote this equipment.

Sincerely,

CASHMAN POWER SOLUTIONS

Hisham Mannaa
EPG Sales Engineer
Cell: (725) 202-5982 | Email: hishammannaa@cashmanequipment.com

Project Name: Carson City Public Works

Bill of Materials

Generator Set:

Qty. (1) CAT D350 GC Standby Diesel Generator Set

- 480/277V, Three-Phase, 60 Hz
- UL 2200 Listed, IBC Seismic Certified
- White Level II Sound Attenuated Enclosure (75 dBA at full load at 23 ft. 'free-field')
- 675 Gallon Integral Base Fuel Tank (24 hr. run-time at full load)
- Qty. (1) 100% Rated 600A Manually Operated Circuit Breaker with Electronic LSI Trip Functions
- 105°C over 40°C Temperature Rise, PMG Excitation
    - Alternator Space Heater (requires 120VAC Connection)
- UL Listed 10A Battery Charger (requires 120VAC Connection)
- Jacket Water Heater (requires 120VAC Connection)
- GCCP 1.2 Generator Set Control Panel
    - Qty. (1) Emergency Stop Pushbutton, shipped loose
    - Qty. (1) Remote Annunciator, shipped loose
- 0.8PF Factory Test Report
- Onsite Generator Set Startup and Commissioning
- 2 Hr. Load Bank Test

Project Clarifications, Deviations & Exceptions:

Cashman Power takes general exception to specified products, services, and attachments which are proprietary to any other manufacturer.

1. Full submittal will be issued for review and approval before equipment is released to order.
2. All installation provided by others.
3. All nameplates, infrared scanning and coordination study provided by others.

TERMS AND CONDITIONS

Cashman Equipment Company's Terms and Conditions can be viewed and downloaded at:

http://www.cashmanequipment.com/terms

Agenda Item No: 11.E

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

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 23300325 for Atkins North America, Inc. ("Atkins") to update Carson City's water system model for a not to exceed amount of $58,010. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: The City maintains a water system model ("Model") for water resource planning, to verify water main analysis reports submitted to the City, to calculate fire flow requirements and to aid operations in shut downs, flushing and emergencies. The Model is also extensively utilized to analyze the impacts of proposed private developments on the City's existing water system. Collectively, the water model is a critical tool to assess system capabilities and limitations, water resources and future planning needs. If approved, Atkins will update the City's Model.

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

---

Proposed Motion
I move to approve the contract as presented.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
None

Background/Issues & Analysis
This scope of work for the Model update includes updating the water model to reflect the existing water system condition. The last Model update was completed in 2014 by HDR, Inc., but the Model produced was extremely limited in how the City could access and update data. The proposed Model update will incorporate Supervisory Control & Data Acquisition ("SCADA") and water meter usage data. The updated Model will also make it easier for City staff to update Model data without external support, and the updated Model will also incorporate ArcGIS to facilitate Model updates using a graphical interface when new development or water infrastructure is installed.

In 2022, the City published a solicitation seeking statements of qualifications to establish a list of qualified consulting firms, by category, to support various City infrastructure and facility projects during fiscal years 2023 and 2024. Atkins was selected by staff to perform the Model update from the list of qualified consulting firms for water resource planning. This is a professional services contract that is not suitable for competitive bidding pursuant to NRS 332.115(1)(b).

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b)

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Water Fund - Professional Services Account #5203502-500309 and Building Permits Fund - Contractual Services Account #5251414-500349

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Professional Services #5203502-500309 will be reduced by a not to exceed amount of $43,010, current budget available is $152,390.
Building Contractual Services #5251414-500349 will be reduced by a not to exceed amount of $15,000, current budget available is $10,000, but there are salary savings, so augmentation is likely not necessary.

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

Attachments:
23300325 DRAFT Contract.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300325
Title: Carson City Water Model Update

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Atkins North America, Inc., 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. 23300325** (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	_____

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 April 17, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be April 6, 2023) and ends on April 28, 2024, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

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:

Brian Janes, Senior Project Director
Atkins North America, Inc.
10509 Professional Circle, Suite 103
Reno, NV 89521
775-789-9831
brian.james@atkinsglobal.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 for a not to exceed maximum amount of Fifty Eight Thousand Ten Dollars and 00/100 ($58,010.00), 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:

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

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)**.**

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

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):

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

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

(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.

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.

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. STANDARD CARE:

CONSULTANT agrees that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar

SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

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

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

27. GOVERNING LAW / JURISDICTION:

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

28. ENTIRE CONTRACT AND MODIFICATION:

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

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

By: _____

Dated _____

Acct: 5203502-500309 = $43,010
5251414-500349 = $15,000

PROJECT CONTACT PERSON:

Michael Friend, Project Manager
Telephone: 775-283-7713

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300325
Title: Carson City Water Model Update

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: Brian Janes
TITLE: Senior Project Director
FIRM: Atkins North America, Inc.
CARSON CITY BUSINESS LICENSE #: BL-000707
Address: 10509 Professional Circle, Suite 103
City: Reno **State:** NV **Zip Code:** 89521
Telephone: 775-789-9831
E-mail Address: brian.janes@atkinsglobal.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. 23300325
Title: Carson City Water Model Update

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 6, 2023 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300326**. 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 6th day of April 2023.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 6th day of April 2023.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300325
Title: Carson City Water Model Update

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Brittany Burrows, email: BBurrows@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

Brian Janes, P.E.
10509 Professional Circle, Suite 103
Reno, NV 89521
February 13, 2023

Michael Friend
Carson City, Project Manager
1 E. First Street, Reno, NV 89501
P.O. Box 1900, Reno, NV 89505

Re: Carson Water Model Update

Dear Michael:

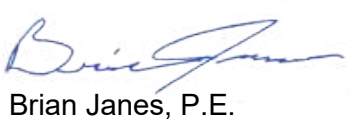
Atkins is pleased to submit for your review this scope and fee for the Carson City Water Model Update. The fee estimate for the project is based on a time and materials estimate not-to-exceed $58,010.

Task ID	Description	Price
1	Project Management & Meetings	7,430
2	Data Collection	4,240
3	Existing Model Development	46,340
	Total Extended Price	**$58,010**

We anticipate that the project can be completed within approximately 6-9 months from notice to proceed (NTP); however, a detailed schedule can be discussed at NTP if a more expedited schedule is desired. The scope of work is detailed on Attachment A and the fee schedule is provided in Attachment B.

Please call me if you have any questions at 789-9831.

Sincerely,



Brian Janes, P.E.
Project Director

Enclosures:
Attachment A, Scope
Attachment B, Fee Schedule

Attachment A

SCOPE OF SERVICES
CARSON WATER MODEL UPDATE

PURPOSE AND PROJECT UNDERSTANDING

Carson City (City) is requesting Atkins update the City's 2014 Bentley WaterGEMS model to reflect the existing condition system. The model was initially developed approximately 24 years ago and has been scaled since then. This scope covers the complete recreation of the model using the City's GIS data and WaterGEMS.

Assumptions for this scope of work include:

1. The City's GIS database will be sufficient to populate the water model with the needed assets and attributes.
2. Approximately 18,000 connections and 13-16 pressure zones are anticipated.
3. Approximately 60 pressure regulating valves (PRVs) and 13 pump stations may be included.
4. Approximately 8,200 pipes will be included in the model.
5. Modeled pipe size diameter range is anticipated to be 4 to 24-inches.
6. SCADA data will be provided by the City.
7. No additional field data will need to be collected.

Attachment B summarizes the proposed Project fee and **Attachment C** summarizes the Fee Schedule. The specific tasks to be performed under this scope are described as follows.

TASK 1. PROJECT MANAGEMENT AND MEETINGS

Project management will include project budgeting, invoicing, internal staff coordination, meeting preparation and attendance, development and distribution of meeting agendas/minutes, and coordination with City staff for the duration of the project.

Assumptions:

- The Atkins PM will develop a Quality Control Plan (QCP) and ensure that all deliverables are checked through independent review.
- Atkins will coordinate and participate in up to four (4) meetings with the City.
- A progress report will be prepared and submitted monthly with project billing.
- Internal team coordination meetings will be held.

Deliverables: Monthly progress reports and meeting minutes

TASK 2. DATA COLLECTION

A data collection checklist will be developed and provided to the City summarizing information needed for model development. Potential information may include (but not be limited to):

- Model files & reports
- GIS files of existing system
- SCADA data
- System settings:
    - Pump on/off
    - Valve open/close (e.g. on refill lines into tanks)
    - Pressure reducing valve settings (e.g. at pressure zone boundaries)

    - Locations of normally closed valves
    - If the settings vary between peak, average, and minimum use times of year, the typical settings used during each are needed.
- Maintenance records (e.g. line break repairs)
- Record or As-built drawings of the existing system including pump stations, ground storage tanks, and elevated storage tanks. (Will be needed to resolve any discrepancies between GIS and the model if any are found.)

Assumptions:

- Data will be sufficient to develop an existing condition model.
- Scope does not include future condition scenario.
    - Population projects will not be needed.
    - Planned improvements will not be needed.

Deliverables: N/A

TASK 3. EXISTING MODEL DEVELOPMENT

Data collected will be used to develop the existing condition model using WaterGEMS. Atkins will review the previous 5 years of water usage data to develop up to date average, maximum, and peak hour demands to be used in the model. Model connectivity and asset parameters will be populated using the City's GIS data. Gaps in asset data will be coordinated with the City to determine if as-built data is available or to determine assumptions to use.

The model will be calibrated based on condition targets identified in the project kickoff meeting. Roughness factors and loss coefficients for appurtenances will be reviewed to confirm model results reflect system performance and SCADA data.

Two Extended Period Simulation scenarios representing an Average Day (24-hours) and Maximum Day (48-hours) will be developed for the existing system after the model calibration is completed. Upon completion of the preliminary model, a meeting will be scheduled with the City to discuss results.

After finalizing the model results, Atkins will prepare a draft model build memo and deliver to the City for review. Atkins will incorporate City comments on the draft memo and prepare the final model build memo.

Assumptions:

- 2018 to 2022 water use data will be reviewed. 2020 data may be discarded due to anomalies.
- City will provide one round of comments on the preliminary model results which will be addressed to finalize the model.
- No additional data collection needs will be identified either in the calibration step or in the preliminary model results meeting. If additional data collection is identified, a separate scope and fee will be developed for consideration.
- Model update memo will be limited to a 1-2 page summary of model inputs, assumptions, and resulting factors.

- City will provide one round of comments on the draft model update memo which will be used to finalize the memo and this scope of work.

Deliverables: Updated WaterGEMS model files, draft model build memo, final model build memo

ATTACHMENT B

CARSON CITY WATER MODEL UPDATE

ATKINS FEE SCHEDULE

PERSONNEL

Sr. Project Director	250.00/hr.
Sr. Project Manager, Sr. Engineer III	240.00/hr.
Sr. Engineer I	140.00/hr.
Engineer II	120.00/hr.
Engineer I	110.00/hr.
GIS Technician	90.00/hr.

EQUIPMENT

Personal Vehicle Mileage	$0.655/mile

NOTES:
(1) Sub-consultants will be invoiced with a 5% markup.
(2) Hourly rates for positions not listed will be negotiated on an as needed basis.
(3) Hourly rates are applicable for 2023. Rates may be escalated 3% each year thereafter.
(4) Reimbursable expenses will be billed at cost.

Agenda Item No: 13.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Sean Slamon, Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding (1) proposed Amendment #6 to the Nevada Division of Forestry grant funded through Senate Bill 508 (2019) for wildland fuels mitigation ("NDF Grant") to extend the NDF Grant term through May 31, 2023, and (2) proposed Amendment #7 to the NDF Grant to approve Carson City's request to increase hourly rates for personnel rates charged against the NDF Grant. (Sean Slamon, sslamon@carson.org)

Staff Summary: The Board of Supervisors ("Board") accepted the NDF Grant on October 15, 2020, to fund wildland fuels mitigation projects, as well as five full-time positions to carry out those projects. Specifically, the NDF Grant funded one Senior Wildland Fire Crew Member position, one Wildland Fire Equipment Operator position and three Wildland Fire Crew Member positions ("Wildland Positions"). The Wildland Positions subsequently sought union representation and were recognized as their own bargaining unit. The City has negotiated a proposed collective bargaining agreement ("CBA") with the Wildland Positions, and increased benefits under the proposed CBA will require the City to charge higher personnel rates against the NDF Grant. The proposed amendments would allow the City to do so.

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

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Proposed Motion
I move to approve amendments number 6 and 7 to the NDF Grant.

Board's Strategic Goal
Efficient Government

Previous Action
May 20, 2021 (Item 14A): The Board approved amendment #1 to the NDF Grant to increase the amount of the NDF Grant by $193,255.01 to allow for the purchase of a type 5 engine and related equipment.

October 15, 2020 (Item 12A): The Board approved acceptance of the NDF Grant to fund, among other things, one Senior Wildland Fire Crew Member position, one Wildland Fire Equipment Operator position and three Wildland Fire Crew Member positions.

Background/Issues & Analysis
NV Energy is required to maintain clearances under their power lines to protect against wildfires. Senate Bill 508 was passed by the Nevada Legislature in 2019 and provides approximately $5,000,000 in funds for fuel reduction efforts to NDF. There is no match requirement for the NDF Grant.

Initially, the NDF Grant expired June 9, 2023, and it permitted the City to be reimbursed for personnel costs associated with the Wildland Positions at the following rates:

Senior Wildland Fire Crew Member	$42.00/hr
Wildland Fire Equipment Operator	$36.00/hr
Wildland Fire Crew Member	$30.00/hr

The NDF Grant was amended several times after its initial approval on October 15, 2020.

Amendment #1 increased the NDF Grant amount by $193,255.01 to allow for the purchase of a type 5 engine and related equipment.

Amendment #2 moved $31,491 of the Personnel/Labor budget, plus $151,632 of the Equipment budget, to allocate $183,123 to the Operating/Supplies budget of the NDF Grant.

Amendment #3 changed the NDF Grant expiration date from June 9, 2023 to April 30, 2023.

Amendments #4 and #5 were abandoned without being approved.

NDF has determined that it can continue funding the NDF Grant through May 31, 2023; therefore, proposed Amendment #6 extends the NDF Grant term from April 30, 2023 to May 31, 2023.

Additionally, to facilitate the proposed CBA, Carson City has notified NDF that it intends to increase the existing reimbursement rates for the Wildland Positions to the following:

Senior Wildland Fire Crew Member	$55.00/hr
Wildland Fire Equipment Operator	$49.00/hr
Wildland Fire Crew Member	$39.00/hr

Amendment #7 acknowledges that the City's rates will be increased and provides that those increased rates will be paid under the NDF Grant until the Labor/Personnel budget is exhausted. The City's Finance Department has confirmed that the NDF Grant will expire (on May 31, 2023) before the increased rates exhaust the NDF Grant's Labor/Personnel budget.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.143(2)(e)

Financial Information

Is there a fiscal impact? No

If yes, account name/number: Grant Fund, Fire Department - All Salary and Benefit Accounts 2752505-50XXXX - Grant Number G254521001

Is it currently budgeted? Yes

Explanation of Fiscal Impact: All salary and benefit increases under the CBA are 100% grant- and/or contract-funded; if the grant funding goes away so do the positions. Additionally, there is 10% administrative time built into the NDF/NVE grant and/or contract; therefore, the Wildland Grant Administrator position will direct bill time to the NDF/NVE grant and/or contract as needed to administer the program. All other time of the Wildland Grant Administrator is charged through a SNPLMA Grant. Positions are expected to continue through the SNPLMA Grant and the Pending NV Energy Contract and have already been included into the FY 2024 budget.

Alternatives

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

Attachments:
1 - NDF Grant.pdf

2 - NDF Grant Amend 1.pdf

3 - NDF Grant Amend 2.pdf

4 - NDF Grant Amend 3.pdf

5 - NDF Grant Proposed Amend 6.pdf

6 - City Ntc to NDF re Rate Increase.pdf

7 - NDF Grant Proposed Amend 7.pdf

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

_____

_____

_____

_____

(Vote Recorded By)

NEVADA DIVISION OF FORESTRY

NOTICE OF SUBGRANT AWARD

Subgrantee's Name and Payment Address (Must match DUNS registered name: Carson City Fire Department 777 S. Stewart Street Carson City, NV 89701 **Fed. Tax ID or ETIN:** 88-6000189 **Vendor:** T80990941 **SAM Expiration:** NA **DUNS:** 073787152 **NOTE: All subgrantees must establish a vendor number before payment can be made.** If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	**Subgrant Project Title and Number:** Carson City FD, #NVE21-003 **Funds obligated by this action:** $ 1,802,033.00 **Total amount of Funds Obligated to Sub-recipient:** $ 1,802,033.00 **Subaward Period of Performance:** Effective Date: Date of last signature (State Forester) Expiration Date: 6/09/2023 **Final report & reimbursement request:** Due no later than 45 days after project completion or date of expiration, whichever occurs first.
Subgrantee Primary Contact: Fire Chief **Name:** Sean Slamon **Phone #:** 775-283-7722 **Email:** NA	***This Sub-award is granted pursuant to the following contractual agreement and State legislative action:*** *NV Energy and NDF Contract: # 23213* *NV Energy Funds Obligated:* $901,016.50 *Cat: Org: GL: Project #:* Cat41 Org1301 ProjNVE *Nevada SB 508* *SB 508Funds Obligated:* $901,016.50 *Cat: Org: GL: Project #:* Cat41 Org1300 ProjSB508
Is this award for Research & Development? ☐ Yes ☒ No Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF) ☒ No negotiated Indirect Cost Rate	**Pass through entity and awarding official:** Nevada Division of Forestry Nate Barrons, Conservation Staff Specialist II 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2511 E-mail: nbarrons@forestry.nv.gov

Description of Project:
NV Energy and sub-awardee will meet to confer a schedule of projects to be performed. Sub-Awardee will perform the work as agreed to by the Parties in a signed Scope of Work. Completed work will be inspected and confirmed by NV Energy.
For additional specifics for this agreement, see Attached and Signed Scope of Work associated with this sub-award.

Deliverables, reporting requirements and due dates:
Monthly reporting will be due to NV Energy and NDF by the 25th day of each month. Awardee will ensure that any associated personnel working in the field will have completed NV Energy's "Right of Way Contractor Orientation" course prior to engaging in work within any Rights or Way. Equipment purchased for implementation of agreed upon projects listed in the Scope of Work will follow the defined equipment reversion process, Equipment hours will be tracked and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of

NEVADA DIVISION OF FORESTRY

this agreement. Any equipment or apparatus cost that is reimbursed by NV Energy/NDF to the District will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to spate invoicing.

Deliverables, reporting requirements and due dates:
At the time of termination of this agreement, the Subgrantee will reimburse NV Energy the remaining purchase balance or will return the equipment and no hourly equipment rates will be charged. Personnel will be billed for hours worked as indicated on crew reports and will include travel time. For additional details regarding the specific deliverables of this sub-grant please see the attached signed Scope of Work.

Measurements of project success:

1) Work conforms to SB 508 scope of work; NV Energy Contract #23213; and mutually agreed upon project scope of work (approved by NDF, NV Energy and Subgrantee)
2) Work occurs according to specified timeframes
3) Reports are completed with accuracy and submitted in a timely manner
4) Proper documentation is submitted with requests for reimbursement and NDF reimburses legitimate expenses

ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- Provide the above referenced deliverables to subgrantee by the due date specified
- Understand and comply with all local, state, statutes, regulations, and requirements, including Nevada Revised Statute and Nevada Administrative Code regarding awards and subawards.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- Comply with the State of Nevada ethical standards, including but not limited to NRS 281A and Executive Order 2011-02.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official: _____
Signature: _____ Date: _____

Name/Title, Nevada Division of Forestry Program Authorization: Nate Barrons, Conservation Staff Spec II
Signature: Nate Barrons Date: 9/29/20

Name/Title, Nevada Division of Forestry Fiscal Authorization: Doris Chelini, Management Analyst III
Signature: Doris Chelini Date: 9/29/2020

Name/Title, NV Energy Authorization: Mark Regan Fire Chief
Signature: Mark Regan Date: 9/28/2020

Name/Title, Nevada Division of Forestry Administrator: Kacey KC, State Forester / Firewarden
Signature: Kacey KC Digitally signed by Kacey KC Date: 2020.09.29 16:07:52 -07'00' Date: _____
(Grant Period Start Date)

Grant Title:
B/A _____ *Cat.* *Org* _____ *CFDA* *Job #*

Nevada Division of Forestry
Approved Subgrant Budget

Subgrant Project Title: Carson City FD

Subgrant #: NVE21-003

Category	NV Energy Funds	+	SB 508 State of Nevada Funds	=	Total
Personnel/Labor	$570,890.00		$570,890.00		$1,141,780.00
Travel*	$		$		$
Equipment	$234,065.50		$234,065.50		$468,131.00
Operating/Supplies	$				$
Contractual (Subcontractor) Grantee must supply NDF Grant/ Business Manager with one copy of each contract.	$		$		$
Other (including training)	$96,061.50		$96,061.50		$192,123
Indirect Charges	$		$		$
TOTAL	**$901,016.50**		**$901,016.50**		**$1,802,033.00**

- Any approved travel will be reimbursed at the current State of Nevada rates.
- Any program income earned from activities supported by this award shall be reported to NDF with each cash draw and subgrantee will mutually determine how to address income

The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

NEVADA DIVISION OF FORESTRY
FINANCIAL TERMS AND CONDITIONS

Subgrant Project Title: Carson City FD Subgrant #: NVE21-003

1. State and Local Government Requirements
Sub-grantees must comply with the following: SB508 and NDF Contract # 23213

2. Procurement
All sub-grantees must comply with the entities established purchasing policies and procedures, if none exist the default will remain state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six year storage period.

3. Equipment Purchases
For the purposes of this sub-grant, equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than $5,000 per unit. Equipment purchases beyond those approved within the scope of work must be pre-approved by the NDF grant program administrator and NV Energy and a budget amendment must be made before purchase. Sub-grantees awarded equipment must follow all rules regarding use.

4. Payment Methods
All sub-grantees must establish a vendor number with the State of Nevada's Controller's Office before payment can be made. All Requests for Reimbursement or Advance Forms must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures must be in accordance with items 1 through 3, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form of

a. Reimbursement Requests
Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice and check paying the invoice, voucher, or other proof of payment). Expenditures must be described in enough detail to determine allowability and reasonableness in accordance with the purpose of this sub-award. Please note on each document whether it applies to the sub-grant share or the matching share, and percentage of each allocation, if necessary. Final reimbursement request must be submitted to NDF no later than 45 days after expiration of the sub-grant.

b. Advance Payments
Advance payments are not allowable in all programs and must be pre-approved by the awarding NDF grant program administrator. Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. Sub-grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry. Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor, for a total of 60 days from the receipt of advance to reconcile.

5. Audits
Sub-grantees files may be the subject of NDF and State review. Must comply with all relative rules and purchasing policies and procedures. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

6. Records Retention
Sub-grantee must maintain records which adequately identify grant receipts and expenditures. All records must be kept by sub-grantee for six years after the expiration of the sub-grant or pending matters are closed, whichever is later. The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.

NEVADA DIVISION OF FORESTRY
PROGRAM TERMS AND CONDITIONS

Subgrant Project Title: Carson City FD Subgrant #: NVE21-003

This sub-grant is awarded under the terms of NDF, NV Energy Contract # 23213 and Nevada SB 508 of the Nevada Legislature. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.
Sub-grantee certifies that grant funds for this project shall not be used to substitute for existing state, Tribal, or local government budgets.

1. **Sub-grant associated changes requiring prior approval from NDF**
The sub-grantee shall neither assign, transfer, nor delegate any rights, obligations or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur. **If any of the conditions listed occur or are imminent, sub-grantee shall notify the NDF grant administrator immediately:**
   - ☐ Change to scope of work ☐ Change to budget
   - ☐ Change in key personnel ☐ Change in completion date of project (must be requested 30 days prior to current expiration)
   - ☐ Change or substantially new systems ☐ Audit findings that result in enforcement action by a governmental entity
   - ☐ Substantive change in financial condition
   - ☐ Disengagement from the project for more than 3 months (unless contemplated in the grant application

2. **Printed Material**
All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Nevada Division of Forestry and NV Energy assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination or cancellation of this sub-grant. *(See Attachment A, Section F for additional information.)*

3. **Clearances and Permits**
The sub-grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the sub-grantees responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

4. **Project Maintenance**
Sub-grantees agree to provide required maintenance as specified in the scope of work on page 1 of this document to sub-grant funded projects and equipment.

5. **Cultural & Historic Properties**
Per the Code of Federal Regulations 36 CFR 800.13(b)(3) (http://www.achp.gov/regs-rev04.pdf): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities, the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

6. **Reports Required**
Required reports will be specified in the scope of work on page 1 of this document. All sub-grantees shall submit a final report within 45 days of expiration of this sub-grant outlining financial status and project accomplishments and milestones. **Sub-grantees who have not submitted a final reimbursement request and final project report within the 45 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry.** Sub-grantees shall have no claim to unexpended funds after completion, termination or cancellation of this Subgrant.

7. **Indemnification**
To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-grantee, its officers employees and agents.

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(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Carson City FD	Carson City FD
Organization Name	Sub-grant Project Title or Number
Sean Slamon Fire Chief	
Name(s) and Title(s) of Subgrantee Authorizing Official(s)	
Signature(s)	10/15/2020 Date

Nevada Division of Forestry

Certification of Subgrantee Authorizing Official(s)

Subgrant Project Title: Carson City FD Subgrant #: NVE21-003

OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:

(Completion of this section is optional. This section is to be used if someone other than is the Authorizing Official is authorized to make changes to the subgrant or complete any grant functions as mentioned below.)

I, Sean Slamon (name of Authorizing Subgrantee Official) certify that in addition to myself, the following are representatives of my organization authorized to sign the Request For Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget.

(a) _____ David Aurand Bus. MGR.
(Signature of Subgrantee Organization Representative) (Typed/Printed Name& Title)

(b) _____ Dave Ruben Battalion Chief
(Signature of Subgrantee Organization Representative) (Typed/Printed Name& Title)

(c) _____ Rodd Rummel Fuels Manager
(Signature of Subgrantee Organization Representative) (Typed/Printed Name& Title)

AUTHORIZED SIGNATURE:

(a) Sean Slamon
Typed Name and title of Subgrantee Authorizing Official

(b)
Signature of Subgrantee Authorizing Official

Nevada Division of Forestry
Acknowledgement of Receipt

Subgrant Project Title: Carson City FD Subgrant #: NVE21-003

By signing below, I hereby acknowledge that I have received a copy of the following:

- Nevada SB 508
- NV Energy and NDF Contract, #23213

(Signature of Subgrantee Organization Representative)

SEAN SLAMON FIRE CHIEF
(Typed/Printed Name& Title)

Carson City Fire SB508/ NV Energy Fuels Reduction Program

Hazardous Fuels Management Proposal for NDF

DEFINITIONS

The following terms, in their singular and plural forms, shall have the following meaning when used in any exhibit in this document, to clarify specific language unique to the fire service industry.

(a) "Configuration" means the established arrangement of resources providing a specific service.
(b) "PPE" means personal protective equipment.
(c) "Fleet" means a number of vehicles operating together or under the same ownership.
(d) "IMT" means incident management team. Incident management team is a term used to refer to a group that responds to an emergency. Although the incident management team concept was originally developed for wildfire response, it has been expended into what is now known as "All Hazards".
(e) "NWCG" means National Wildfire Coordinating Group. The National Wildfire Coordinating Group was formed in the United States as a result of the aftermath of a major wildfire season in 1970. The 1970 fire season underscored the need for a national set of training and equipment standards which would be standardized across the different agencies

EXHIBIT A SCOPE OF WORK

Carson City Fire Department ("CCFD" or "Contractor") will conduct the hazardous fuels management services described in this Scope of Work for Nevada Division of Forestry ("NDF" or "Company") on a "time and materials basis" in amounts set forth in Exhibits B and C. Company and Contractor individually may be referred to as a "Party" and collectively as "Parties."

The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code ("CCMC") 14.02.005(B). This grant represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, CCFD will provide Hazardous Fuels Management Services for NDF in accordance with CCMC 14.02.005(B). Services to be performed by CCFD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, within NV Energy service territory to reduce fire hazards and create combustible free space as follows:

1. CCFD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within NV Energy's electric service territory and electrical assets including, without limitation, powerline rights of way (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans (CWPPs), Authority Having Jurisdiction (AHJ) fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs. CCFD crews funded through this agreement may be used outside of NV Energy infrastructure zones when NDF, NV Energy, and CCFD agree to it.

2. CCFD will implement "pole grubbing" to create a combustible-free space around poles, in

accordance with 2018 IWUIC Appendix A, and maintain such work throughout the duration of the grant on a schedule agreed to by the Parties.

3. CCFD's Wildland Fuels Management Officer will work as a liaison/project coordinator with NV Energy and NDF. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work.

4. NDF, NV Energy and CCFD will meet and confer in preparing a schedule of projects to be performed. CCFD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and "sign off" on the project when it is accepted. CCFD will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. There is no warranty or liability by CCFD for the work performed after NV Energy's "sign off," and CCFD does not waive the liability limitations in NRS Chapter 41.

5. CCFD will perform the work on a "time and materials basis" and may start or stop work at its discretion.

6. Upon execution of this Grant, Carson City shall obtain pricing for a Caterpillar 299 Skid Steer with a Forestry Package, an F550 tow vehicle, trailer to transport the skid steer, and an F350 crew cab pickup ("Vehicles") and provide the pricing to the NDF. Upon acceptance of pricing by NDF, NDF shall advance to Carson City the amount needed to purchase the Vehicles, and Carson City shall purchase the Vehicles. Items permanently mounted to the Vehicles such as air compressors, fire extinguishers, or toolboxes, shall be considered a part of the Vehicle.

7. Any equipment or apparatus cost that is reimbursed by NDF to Carson City will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to separate invoicing. The items subject to non-invoicing are: Cat 299 skid steer, F550 tow vehicle, trailer, and F350 crew cab pickup. Items permanently mounted such as air compressors, fire extinguishers, or toolboxes, shall be considered part of the vehicle. Equipment hours will be tracked and billable rates subtracted from initial NDF funding amounts until equipment is paid off or until the cancellation/end of this agreement. At the time of termination of this agreement, Carson City will reimburse NDF the remaining purchase balance or will return the equipment if any balance is left on the vehicle pay off amounts. Once the vehicles are paid off, they become the sole property of Carson City.

8. Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Grant, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

EXHIBIT B
PROJECT DESCRIPTION

The proposed project treats approximately 110 miles of transmission and distribution lines throughout Carson City (see following map). The work is combined mechanical treatment (masticator) and hand treatment (hand crews), performed by Carson Fire personnel specified in this Scope of Work. Work will be performed on a combination of private and public lands.

Treatment Areas include (but not limited to):

- Transmission and Distribution Lines in the Voltaire Canyon area
- Transmission and Distribution Lines running east and west along the north side of Carson City
- Distribution Lines in the Kings Canyon area
- Transmission and Distribution Lines east of the Carson River in the Sierra Vista area

Treatment includes 10' - 30' clearance to mineral soil around poles and a 40' wide continuous shaded fuel break underneath lines. Wider breaks and fuel reduction outside of the NV Energy Right of Way will be conducted when appropriate and where landowners agree and sign Right of Entry/Hold Harmless Agreements.

Treatments will start along the highest priority lines as identified by NV Energy and CCFD. Fire history in the area shows numerous wildfires along the western side of Carson, so creating fuel breaks and clearing poles will have a direct impact on fire spread and intensity within the treatment areas.

In addition to elements proposed in the scope of work, CCFD will provide program oversight and overhead vehicles.

Daily reports tracking production will be kept on site for six years. Monthly reporting of expenditures and production will occur by the 25th of each month utilizing the following form. This report will be submitted to both the NDF and NV Energy. Billing will be completed quarterly and submitted directly to the NDF.

Fire District:	Date:														
NV ENERGY STATUS REPORT		Number of poles	Distance	Fuel type	Acres treated	Herbicide		Biomass			Project completed in conjunction with current district projects			Treatment area/fuel break adjacent to power lines	
Tier-3						needed	used	piles	chipped	scattered	yes		no	start lat/long	finish lat/ long
Circuit Number:	ZONE-1														
Circuit Number:	ZONE-2														
Circuit Number:	ZONE-3														
Tier-2														start lat/long	finish lat/ long
Circuit Number:	ZONE-1														
Circuit Number:	ZONE-2														
Circuit Number:	ZONE-3														
Tier-1														start lat/long	finish lat/ long
Circuit Number:	ZONE-1														
Circuit Number:	ZONE-2														
Circuit Number:	ZONE-3														
Non tier wildland area														start lat/long	finish lat/ long
Circuit Number:	ZONE-1														
Circuit Number:	ZONE-2														
Circuit Number:	ZONE-3														
COMMENTS:															

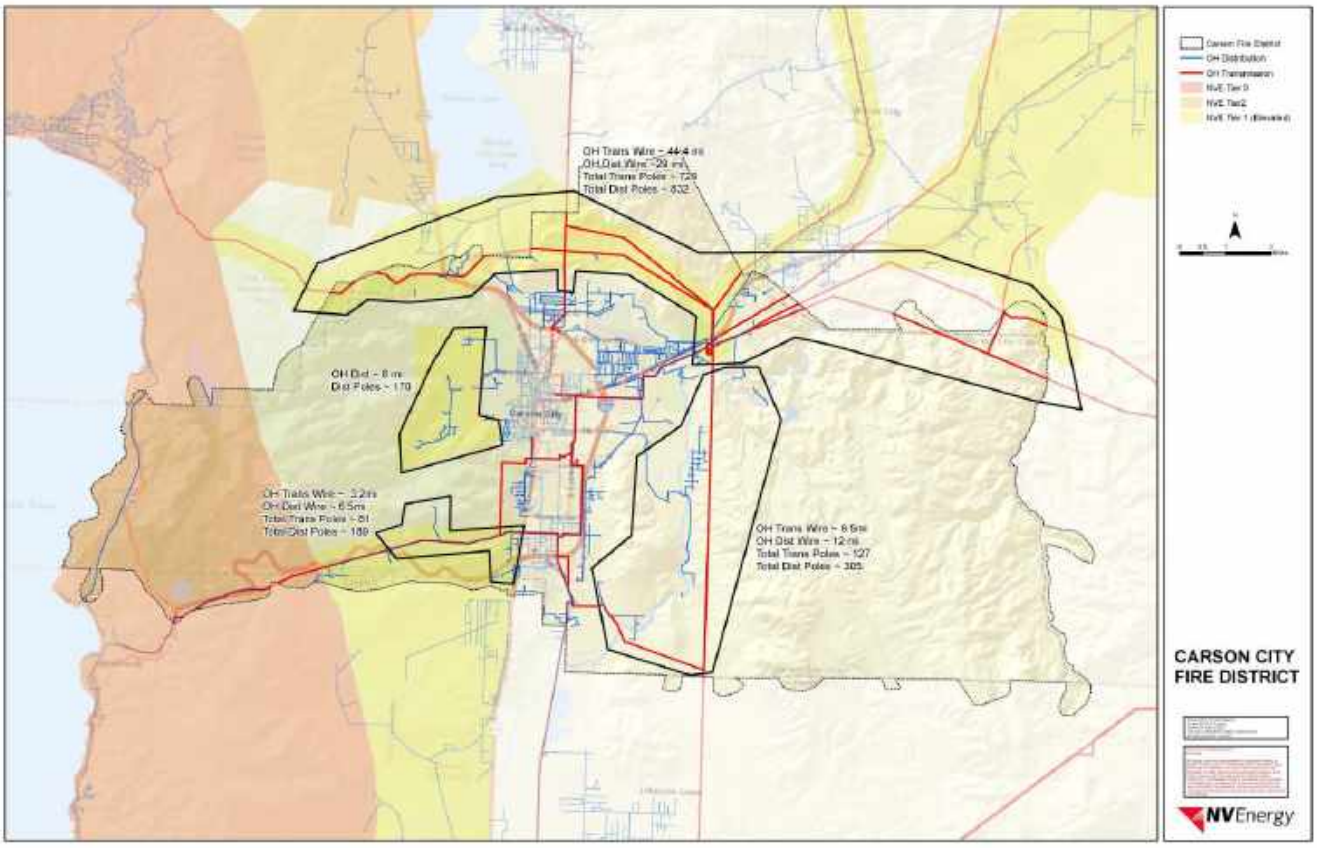

OH Trans Wire ~ 44.4 mi
OH Dist Wire ~ 29 mi
Total Trans Poles ~ 729
Total Dist Poles ~ 832
OH Dist ~ 8 mi
Dist Poles ~ 170
OH Trans Wire ~ 3.2mi
OH Dist Wire ~ 6.5mi
Total Trans Poles ~ 61
Total Dist Poles ~ 169
OH Trans Wire ~ 6.5mi
OH Dist Wire ~ 12 mi
Total Trans Poles ~ 127
Total Dist Poles ~ 305
CARSON CITY
FIRE DISTRICT
NVEnergy

EXHIBIT C
PRICING SCHEDULE

2020 BILLING RATES

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

APPARATUS RATES

Equipment utilized at the request of NDF will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below include personnel costs.

1. Structure Engine - Type I $418.00/hr.
2. Brush Engine - Type III $322.00/hr.
3. Water Tender $265.00/hr.
4. Patrol Truck – Type V/VI $322.00/hr.
5. Skid Steer Masticator (Wet) $220.00/hr. (Includes Fuel)

CITY or CCFD Owned Vehicles:
Equipment utilized at the request of NDF will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below do not include personnel costs.

6. Command Vehicle-sedan $45.00/day plus IRS rate per mile
7. Pickup (½ ton and below) $55.00/day plus IRS rate per mile
8. Pickup (3/4 ton and above), SUV, Ranger UTV $80.00/day plus IRS rate per mile
9. Privately Owned Vehicle IRS rate per mile
10. Equipment Chase Truck $96.00/day plus IRS rate per mile

PERSONNEL RATES

All personnel are charged consistent with the Department's current labor agreements and/or resolutions as approved by the Board. Backfill (for 56-hour personnel only) personnel and their invoice amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

1.	Chief Officer	$92/hr
2.	Captain	$60/hr
3.	Pump operator/Driver	$54/hr
4.	Firefighter/Paramedic	$54/hr
5.	Firefighter	$49/hr
6.	Investigator/Inspector	$69/hr

BILLING ADDRESS

Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701

CONTACT INFORMATION

Sean Slamon, Fire Chief
(775) 283-7722

Dave Ruben, Battalion Chief
(775) 283-7153

Dave Aurand, Business Manager
(775) 283-7875

Administrative Office
(775) 887-2210

DUNS NUMBER

073787152

TAX ID NUMBER

EIN # 88-6000189

STATION LOCATIONS

Career Stations

Station 51 - 777 South Stewart Street, Carson City, Nevada 89701
Station 52 - 2400 East College Parkway, Carson City, Nevada 89706
Station 53 - 4649 Snyder Avenue, Carson City, Nevada 89701
Station 54 – 2222 West College Parkway, Carson City, Nevada 89703

Carson City Fire Department



5 Person Crew for Hazardous Fuels Management

Carson City Fire Department

Fuels Management Services Overview

This proposal has been completed to provide a reasonable expectation of funding the operation of hazardous fuels management services provided by Carson City Fire Department resources. This proposal is not inclusive of all possible costs. Additional costs may be necessary to ensure operational success. The proposal outlines potential costs during a 3-year period including personnel, fleet, and management & administration oversight costs for a 3 year term.

Personnel Costs	Estimate Total Costs
5 person Fuels Crew/ Fire Suppression – Full Time/Year Round	**$ 1,141,780**

This configuration will make up the personnel providing annual fuels treatment (2080 hours/person). Personnel costs include salaries, fringe benefits including worker's compensation, health insurance, retirement and other overhead costs. If needed, a breakdown of these costs may be provided.

Fleet Costs – Skid Steer, Tow Vehicle	Estimate Total Costs
See start-up fleet for cost breakdown	**$ 468,131**

The estimated cost for the Skid Steer and tow vehicle is a "maximum" cost and includes the cost of up-fitting vehicles to ensure operational standards of the Interagency Standards for Fire and Fire Aviation Operations are met. The rationale behind this configuration would be due to the possibilities of fire suppression and fuels management needs.

Management & Administrative Costs	Estimate Total Costs
Costs include planning, GIS mapping, financial reporting, logistics, project tracking	**$ 192,123**

Management & administrative costs support operations. GIS mapping, financial reporting, logistics and project tracking provide necessary oversight that ensures operations can be conducted efficiently. The estimated costs are considered approximately @ 17.7% of total operation personnel costs. Costs may be more or less than this estimate. The rate has been determined by utilizing the CFAA CAL OES agreement administrative rate.

Estimated Grand Total	Estimate Total Costs
***Estimated costs include but not limited to items listed above**	**$ 1,802,033**

CCFD Fuels Management/ Fire Suppression Crew

				Year 1	Year 2	Year 3	
5 person Crew year around							
			Hourly Wage	3.5% Operational Increase/year			
	Sr. Crew Member	$ 1.00	$ 42.00	$ 87,360.00	$ 90,417.60	$ 93,582.22	
	Equip Op.	$ 1.00	$ 36.00	$ 74,880.00	$ 77,500.80	$ 80,213.33	
	Crew Member	$ 3.00	$ 30.00	$ 187,200.00	$ 193,752.00	$ 200,533.32	
	Initial Equipment/ PPE			$ 23,725.00			
	Initial Training Costs (40 hrs each)			$ 8,000.00	$ 8,280.00	$ 8,569.80	
	Annual physical	$ 5.00	$ 500.00	$ 2,500.00	$ 2,587.50	$ 2,678.06	
				$ 383,665.00	**$ 372,537.90**	**$ 385,576.73**	**$ 1,141,779.63**
Fleet - Skid Steer, Tow Vehicle and Trailer							
	Cat 299 with forestry package			$ 130,000.00			
	Operating Costs (350 hours per Year)			$ 26,250.00	$ 27,168.75	$ 28,119.66	
	Mastication Training			$ 3,000.00	$ 3,000.00	$ 3,000.00	
	Trimax Fire Extinguishers (Foam)			$ 6,600.00			
	F350 Crew Cab (Crew Truck)			$ 65,000.00			
	Operating costs			$ 8,970.00	$ 9,283.95	$ 9,608.89	
	F550 with service body			$ 80,000.00			
	Operating costs			$ 10,560.00	$ 10,929.60	$ 11,312.14	
	Trailer			$ 12,500.00			
	Tools, equipment, radios, etc			$ 20,000.00			
	Ipad with LTE and case			$ 1,690.00	$ 559.00	$ 578.57	
				$ 364,570.00	**$ 50,941.30**	**$ 52,619.25**	**$ 468,130.55**
Management and Administrative Costs							
	17.7% of personnel costs			$ 61,850.88	$ 64,015.66	$ 66,256.21	
				$ 61,850.88	**$ 64,015.66**	**$ 66,256.21**	**$ 192,122.75**
			Yearly Totals	***$ 810,085.88***	***$ 487,494.86***	***$ 504,452.18***	***$ 1,802,032.92***

NEVADA DIVISION OF FORESTRY

NOTICE OF SUBGRANT AWARD
AMENDMENT # 01

Subgrantee's Name and Payment Address (Must match DUNS registered name: Carson City Fire Department 777 S. Stewart Street Carson City, NV 89701 **Fed. Tax ID or ETIN:** 88-6000189 **Vendor: T80990941** **SAM Expiration: NA** **DUNS:** 073787152 **NOTE**: **All subgrantees must establish a vendor number before payment can be made.** If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	**Subgrant Project Title and Number:** Carson City FD, Subgrant #NVE21-003 Amendment #01 **Funds obligated by this action: $193,255.01.** **Previous Subgrant amount $ 1,802,034.00.** **Total amount of Funds Obligated to Sub-recipient with Amendment:** **$ 1,995,289.01.** **Subaward Period of Performance:** Effective Date: Date of last signature (State Forester) Expiration Date: **06/09/2023** **Final report & reimbursement request:** Due no later than 45 days after project completion or date of expiration, whichever occurs first.
Subgrantee Primary Contact: Fire Chief **Name**: Sean Slamon **Phone #:** 775-283-7722 **Email: NA**	***This Sub-award is granted pursuant to the following contractual agreement and State legislative action:*** *NV Energy and NDF Contract: # 23213* *NV Energy Funds Obligated:* $997,644.50 *Cat: Org: GL: Project #:* Cat41 Org1301 Proj NVE *Nevada SB 508* *SB 508Funds Obligated:* $997,644.51. *Cat: Org: GL: Project #:* Cat41 Org1300 ProjSB508
Is this award for Research & Development? ☐ Yes ☒ No Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF) ☒ No negotiated Indirect Cost Rate	**Pass through entity and awarding official:** Nevada Division of Forestry Ron Bollier, State Fire Manager 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2556 E-mail: rbollier@forestry.nv.gov

Description of Project Amendment:
Awarded additional funds for the purchase of a Type 5 Engine, radio, and equipment.

Deliverables, reporting requirements and due dates:
Monthly reporting will be due to NV Energy and NDF by the 25th day of each month. Awardee will ensure that any associated personnel working in the field will have completed NV Energy's "Right of Way Contractor Orientation" course prior to engaging in work within any Rights or Way. Equipment purchased for implementation of agreed upon projects listed in the Scope of Work will follow the defined equipment reversion process, Equipment hours will be tracked and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of

NEVADA DIVISION OF FORESTRY

this agreement. Any equipment or apparatus cost that is reimbursed by NV Energy/NDF to the District will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to spate invoicing.

Deliverables, reporting requirements and due dates:
At the time of termination of this agreement, the Subgrantee will reimburse NV Energy the remaining purchase balance or will return the equipment and no hourly equipment rates will be charged. Personnel will be billed for hours worked as indicated on crew reports and will include travel time. For additional details regarding the specific deliverables of this sub-grant please see the attached signed Scope of Work.

Measurements of project success:

1) Work conforms to SB 508 scope of work; NV Energy Contract #23213; and mutually agreed upon project scope of work (approved by NDF, NV Energy and Subgrantee)
2) Work occurs according to specified timeframes
3) Reports are completed with accuracy and submitted in a timely manner
4) Proper documentation is submitted with requests for reimbursement and NDF reimburses legitimate expenses

ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- Provide the above referenced deliverables to subgrantee by the due date specified
- Understand and comply with all local, state, statutes, regulations, and requirements, including Nevada Revised Statute and Nevada Administrative Code regarding awards and subawards.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- Comply with the State of Nevada ethical standards, including but not limited to NRS 281A and Executive Order 2011-02.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official: _____
Signature: _____ Date: _____

Name/Title, Nevada Division of Forestry Program Authorization: Ron Bollier, State Fire Management Officer
Signature: _____ Date: 4/23/21

Name/Title, Nevada Division of Forestry Fiscal Authorization: Mary Meyers, Management Analyst II
Signature: Mary E. Meyer Date: 4/23/21

Name/Title, NV Energy Authorization: Mark Regan
Signature: Mark Regan Date: 4/23/21

Name/Title, Nevada Division of Forestry Administrator: Kacey KC, State Forester / Firewarden
Signature: _____ Date: 4/26/21
(Grant Period Start Date)

Grant Title:
B/A 4195 Cat. 41 Org 1300/1301 Suborg: CC Job # NVE/SB508

NEVADA DIVISION OF FORESTRY

Nevada Division of Forestry
Approved Subgrant Budget

Subgrant Project Title: Carson City FD

Subgrant #: NVE21-003 Amendment #01

Category	Previous Budget NV Energy Funds	Amended NV Energy Funds	+	SB 508 State of Nevada Funds	Amended SB 508 State of Nevada Funds	=	Total of Previous Budget and Amended
Personnel/Labor	$570,890.00			$570,890.00			$1,141,780.00
Travel*							
Equipment	$234,065.50	$96,627.50		$234,065.50	$96,627.51		$661,386.01
Operating/Supplies							
Contractual (Subcontractor) Grantee must supply NDF Grant/ Business Manager with one copy of each contract.							
Other (including training)	$96,061.50			$96,061.50			$192,123.00
Indirect Charges		$					
TOTAL	**$901,017.00**	**$96,627.50**		**$901,017.00**	**$96,627.51**		**$1,995,289.01**

* Any approved travel will be reimbursed at the current State of Nevada rates.
* Any program income earned from activities supported by this award shall be reported to NDF with each cash draw and subgrantee will mutually determine how to address income

The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

NEVADA DIVISION OF FORESTRY

NOTICE OF SUBGRANT AWARD
AMENDMENT # 02

Subgrantee's Name and Payment Address (Must match DUNS registered name: Carson City Fire Department 777 S. Stewart Street Carson City, NV 89701 **Fed. Tax ID or ETIN:** 88-6000189 **Vendor: T80990941** **SAM Expiration: NA** **DUNS:** 073787152 **NOTE: All subgrantees must establish a vendor number before payment can be made.** If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	**Subgrant Project Title and Number:** Carson City FD, Subgrant #NVE21-003 Amendment #02 **Funds obligated by this action: $0.00.** **Previous Subgrant amount $ 1,995,289.01.** **Total amount of Funds Obligated to Sub-recipient with Amendment:** **$ 1,995,289.01.** **Subaward Period of Performance:** Effective Date: Date of last signature (State Forester) Expiration Date: **06/09/2023** **Final report & reimbursement request:** Due no later than 45 days after project completion or date of expiration, whichever occurs first.
Subgrantee Primary Contact: Fire Chief **Name**: Sean Slamon **Phone #:** 775-283-7722 **Email: NA**	***This Sub-award is granted pursuant to the following contractual agreement and State legislative action:*** *NV Energy and NDF Contract: # 23213* *NV Energy Funds Obligated:* $997644.50 *Cat: Org: GL: Project #:* Cat41 Org1301 Proj NVE *Nevada SB 508* *SB 508Funds Obligated:* $997,644.51. *Cat: Org: GL: Project #:* Cat41 Org1300 ProjSB508
Is this award for Research & Development? ☐ Yes ☒ No Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF) ☒ No negotiated Indirect Cost Rate	**Pass through entity and awarding official:** Nevada Division of Forestry Ron Bollier, State Fire Manager 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2556 E-mail: rbollier@forestry.nv.gov

Description of Project Amendment:
This Amendment is being executed to revise working budget for Subgrant NVE21-003. The original working budget did not specify operating/Supply costs.

Deliverables, reporting requirements and due dates:
Monthly reporting will be due to NV Energy and NDF by the 25th day of each month. Awardee will ensure that any associated personnel working in the field will have completed NV Energy's "Right of Way Contractor Orientation" course prior to engaging in work within any Rights or Way. Equipment purchased for implementation of agreed upon projects listed in the Scope of Work will follow the defined equipment reversion process, Equipment hours will be tracked, and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of

NEVADA DIVISION OF FORESTRY

ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- Provide the above referenced deliverables to subgrantee by the due date specified
- Understand and comply with all local, state, statutes, regulations, and requirements, including Nevada Revised Statute and Nevada Administrative Code regarding awards and subawards.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- Comply with the State of Nevada ethical standards, including but not limited to NRS 281A and Executive Order 2011-02.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official: Fire Chief

Signature: _____ Date: 5/27/21

Name/Title, Nevada Division of Forestry Program Authorization: Ron Bollier, State Fire Manager

Signature: Ron Bollier Digitally signed by Ron Bollier Date: 2021.06.01 09:46:52 -07'00' Date: _____

Name/Title, Nevada Division of Forestry Fiscal Authorization Mary Meyers, Management Analyst II

Signature: Mary E Meyers Digitally signed by Mary E Meyers Date: 2021.06.01 09:58:42 -07'00' Date: _____

Name/Title, NV Energy Authorization: Mark Regan, Fire Mitigation Specialist/Fire Chief

Signature: _____

Date: _____

Name/Title, Nevada Division of Forestry Administrator: Kacey KC, State Forester / Firewarden

Signature: _____ Date: _____

(Grant Period Start Date)

Grant Title:

BA: 4195 CAT: 41 ORG: 1300 SUBORG: TIER: Zone JOB: SB308 GL: 8795 Amount: $

BA: 4195 CAT: 41 ORG: 1301 SUBORG: TIER: Zone JOB: NTL GL: 8795 Amount: $

NEVADA DIVISION OF FORESTRY

Nevada Division of Forestry
Approved Subgrant Budget

Subgrant Project Title: Carson City FD

Subgrant #: NVE21-003 Amendment #02

Category	NV Energy Current Budget	Amended Budget	+	SB508 Current Budget	SB508 Amended Budget	=	Total Revised Budget (sum of c+f)
Personnel/Labor	$570,890.00	-$15,745.50		$570,890.00	-$15,745.50		$1,110,289.00
Travel*							
Equipment	$330,693.00	-$75,816.00		$330,693.00	-$75,816.00		$509,754.01
Operating/Supplies		$91,561.50			$91,561.50		183,123.00
Contractual (Subcontractor) Grantee must supply NDF Grant/ Business Manager with one copy of each contract.							
Other (including training)	$96,061.50			$96,061.50			$192,123.00
Indirect Charges							
TOTAL	**$997,644.50**	**$0.00**		**$997,644.50**	**$0.00**		**$1,995,289.01**

* Any approved travel will be reimbursed at the current State of Nevada rates.
* Any program income earned from activities supported by this award shall be reported to NDF with each cash draw and subgrantee will mutually determine how to address income.

The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

NOTICE OF SUBGRANT AWARD
AMENDMENT # 03

Subgrantee's Name and Payment Address (Must match DUNS registered name: Carson City Fire Department 777 S. Stewart Street Carson City, NV 89701 **Fed. Tax ID or ETIN:** 88-6000189 **Vendor: T80990941** **SAM Expiration: NA** **DUNS:** 073787152 **NOTE: All subgrantees must establish a vendor number before payment can be made.** If a Vendor Registration form is enclosed, please complete, and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	**Subgrant Project Title and Number:** Carson City FD, Subgrant #NVE21-003 Amendment #03 **Funds obligated by this action: $0.00.** **Previous Subgrant amount $ 1,995,289.01.** **Total amount of Funds Obligated to Sub-recipient with Amendment(s):** **$ 1,995,289.01.** **Subaward Period of Performance:** Effective Date: **09/29/2021** Expiration Date: **04/30/2023** **Final report & reimbursement request:** Due no later than 45 days after project completion or date of expiration, whichever occurs first.
Subgrantee Primary Contact: Fire Chief **Name:** Sean Slamon **Phone #:** 775-283-7722 **Email: NA**	***This Sub-award is granted pursuant to the following contractual agreement and State legislative action:*** ***NV Energy and NDF Contract: # 23213*** *NV Energy Funds Obligated.* $997,644.50 *Cat: Org: GL: Project #.* Cat41 Org1301 Proj NVE *Nevada SB 508* *SB 508Funds Obligated.* $997,644.51. *Cat: Org: GL: Project #.* Cat41 Org1300 ProjSB508
Is this award for Research & Development? ☐ Yes ☒ No Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF) ☒ No negotiated Indirect Cost Rate	**Pass through entity and awarding official:** Nevada Division of Forestry Ron Bollier, State Fire Manager 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2556 E-mail: rboltier@forestry.nv.gov

Description of Project Amendment:
This Amendment is being executed the change the expiration date.

Description of Project:
NV Energy and sub-awardee will meet to confer a schedule of projects to be performed. Sub-Awardee will perform the work as agreed to by the Parties in a signed Scope of Work. Completed work will be inspected and confirmed by NV Energy.
For additional specifics for this agreement, see Attached and Signed Scope of Work associated with this sub-award.

Deliverables, reporting requirements and due dates:
Monthly reporting will be due to NV Energy and NDF by the 25th day of each month. Awardee will ensure that any associated personnel working in the field will have completed NV Energy's "Right of Way Contractor Orientation" course prior to engaging in work within any Rights or Way. Equipment purchased for implementation of agreed upon projects listed in the Scope of Work will follow the defined equipment reversion process, Equipment hours will be tracked, and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of this agreement. Any equipment or apparatus cost that is reimbursed by NV Energy/NDF to the District will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to spate invoicing.

Deliverables, reporting requirements and due dates:
At the time of termination of this agreement, the Subgrantee will reimburse NV Energy the remaining purchase balance or will return the equipment and no hourly equipment rates will be charged. Personnel will be billed for hours worked as indicated on crew reports and will include travel time.

For additional details regarding the specific deliverables of this sub-grant please see the attached signed Scope of Work.

Additional requirements:
1.Subgrantee will work to reduce fuel loads with wildfire risk around NVE infrastructure and around high-risk communities in protection of ecosystems.

2. Subgrant will have a Project Description and Budget Narrative reviewed, approved, and signed by NVE and NDF representatives prior to starting work.

3. NDF and NVE approve trans-boundary movement of resources at the direction of NVE with NDF. This will allow agencies to lend field implementation resources to each other using NVE/508 funds under the current agreements to implement projects where conditions/equipment and resources are available.

Measurements of project success:

1) Work conforms to SB 508 scope of work; NV Energy Contract #23213; and mutually agreed upon project scope of work (approved by NDF, NV Energy and Subgrantee)
2) Work occurs according to specified timeframes.
3) Reports are completed with accuracy and submitted in a timely manner.
4) Proper documentation is submitted with requests for reimbursement and NDF reimburses legitimate expenses.

ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- Provide the above referenced deliverables to subgrantee by the due date specified.
- Understand and comply with all local, state, statutes, regulations, and requirements, including Nevada Revised Statute and Nevada Administrative Code regarding awards and subawards
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards.
- Comply with the State of Nevada ethical standards, including but not limited to NRS 281A and Executive Order 2011-02.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official: Fire Chief Sean Slamon Signature: _____ Date: 7/1/2021	
Name/Title, Nevada Division of Forestry Program Authorization: Ron Bollier State Fire Management Officer Signature: Ron Bollier Digitally signed by Ron Bollier Date: 2021.10.19 11:27:44 -07'00' Date: 7/1/2021	
Name/Title, Nevada Division of Forestry Fiscal Authorization Mary Meyers, Management Analyst II Signature: Mary Meyers Date: ~~7/1/2021~~ 10/19/2021	
Name/Title, NV Energy Authorization: Mark Regan Signature: Mark Regan Date: 7/1/2021	
Name/Title, Nevada Division of Forestry Administrator: Kacey KC, State Forester / Firewarden Signature: _____ Date: ~~7/1/2021~~ 10/28/21 (Grant Period Start Date)	
Grant Title: *B/A 4195 Cat. 41 Org 1300/1301 Suborg: CC Job # NVE/SB508*	

State of Nevada
Department of Conservation and Natural Resources
Division of Forestry

Agency Ref. #:	NVE21-003
Budget Account:	4195
Category:	41
GL:	8795
Job Number:	1300/1301
ORG:	SB508/NVE

SUBAWARD AMENDMENT # 6

Program Name: Carson City Fire Department	**Subrecipient Name:** Carson City Fire Department Sean Slamon, Fire Chief
Address: 777 S. Stewart Street Carson City, Nevada 89701	**Address:** 777 S. Stewart Street Carson City, Nevada 89701
Subaward Period: 07/01/2020-05/31/2023	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to:

☐ Scope of Work ☒ Term ☐ Budget

Reason for Amendment: Needing to update term on sub grant.

Required Changes:

Current Language: Subgrant amendments four and five are incorrect in stating that the sub grant expires on 06/30/2024 as this is out of the contract term. This error causes the need to revert back to amendment number three which states an expiration of 04/30/2023.

Amended Language: Term to be extended to 05/31/2023, however all RFR's must be submitted no later than 06/15/2023 to allow adequate time for processing before FY ends.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$1,055,289.00	$0.00	$1,055,289.00
2. Travel	$0.00	$0.00	$0.00
3. Operating	$564,754.01	$0.00	$564,754.01
4. Equipment	$183,123.00	$0.00	$183,123.00
5. Contractual/Consultant	$0.00	$0.00	$0.00
6. Training	$0.00	$0.00	$0.00
7. Other	$192,123.00	$0.00	$192,123.00
TOTAL DIRECT COSTS	$1,995,289.01	$0.00	$1,995,289.01
8. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$1,995,289.01	$0.00	$1,995,289.01

Incorporated Documents:
Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Authorized Subgrantee Official Name:	Signature	Date
NDF Authorized Official Title: Kevin Cook, MA III, Partnerships Coordinator		2/10/2023
Kacey KC, State Forester/Firewarden		2/13/23

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF FORESTRY
NOTICE OF SUBAWARD

Subgrantee's Name and Payment Address (Must match DUNS registered name: **Carson City Fire Department** **777 S. Stewart Street** **Carson City, NV 89701** **Fed. Tax ID or ETIN: 88-6000189** **Vendor: T80990941** **SAM Exp: NA** **DUNS: 073787152** **NOTE**: **All subgrantees must establish a vendor number before payment can be made.** If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	**Subgrant Number: NVE21-003** **Project Title: Carson City FD Hazardous Fuels Reduction** **Funds obligated by this action: $ 1,802,034.00** **Total amount of Funds** **Obligated to Sub-recipient: $ 1,802,034.00** **Subaward Period of Performance:** Effective Date: Date of last signature (State Forester) Expiration Date: 06/30/2021 **Final report & reimbursement request:** Due no later than 45 days after project completion or date of expiration, whichever occurs first.
Subgrantee Primary Contact: **Sean Slamon** **Phone #: 775-23-7722**	***This Sub-award is granted pursuant to the following contractual agreement and State legislative action: Region South, Zone: 1,2,3, Tier 1,2,3*** ***NV Energy and NDF Contract: # 23213*** *NV Energy Funds Obligated: $ 901,016.50* *Cat:41 Org:1301 GL:8795 Job#: NVE* *SB 508Funds Obligated: $ 901,016.50* *Cat:41 Org: 1300 GL:8795 Job#: # SB508*
Is this award for Research & Development? ☐ Yes ☒ No Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF) ☒ No negotiated Indirect Cost Rate	**Pass through entity and awarding official:** Nevada Division of Forestry Ron Bollier, State Fire Manager 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2511 Email: rbollier @forestry.nv.gov

Description of Project Amendment: Please see SOW on initial sub award.	

Carson City
Fire Department

Notice of Rate Change: Personnel Rates for Hazardous Fuels Management

Carson City Fire Department

Fuels Management Services Overview

Personnel Costs Provided in Initial Proposal: In its 2020 proposal for the SB 508 / NV Energy Fuels Reduction Program (Subgrant #NVE21-003), the Carson City Fire Department provided the following hourly rates for Wildland Fuels personnel reimbursement:

- Senior Crew Member $42.00/hr
- Equipment Operator $36.00/hr
- Crew Member $30.00/hr

Notice of Updated Personnel Costs: The Carson City Fire Department must increase its hourly rates for Wildland Fuels personnel reimbursement for the remainder of SB 508 / NV Energy Fuels Reduction Program (Subgrant #NVE21-003), as follows:

- Senior Crew Member $55.00/hr
- Equipment Operator $49.00/hr
- Crew Member $39.00/hr

This rate change will take effect on the first full Carson City pay period following the adoption of a collective bargaining agreement which includes the personnel noted above. Therefore, the earliest anticipated date for these updated fees to go into effect is April 7, 2023.

State of Nevada
Department of Conservation and Natural Resources
Division of Forestry

Agency Ref. #:	NVE21-003
Budget Account:	4195
Category:	41
GL:	8795
Job Number:	1300/1301
ORG:	SB508/NVE

SUBAWARD AMENDMENT # 7

Program Name:	**Subrecipient Name:**
Carson City Fire Department	Carson City Fire Department Sean Slamon, Fire Chief
Address: 777 S. Stewart Street Carson City, Nevada 89701	**Address:** 777 S. Stewart Street Carson City, Nevada 89701
Subaward Period: 07/01/2020-05/31/2023	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to:

☒ Scope of Work ☐ Term ☐ Budget

Reason for Amendment: **Needing to update term on sub grant.**

Required Changes:.

Current Language: Initial grant included specific hourly billing rates for CCFD Fuels Management personnel.

Amended Language: CCFD has provided notice that personnel rates are anticipated to increase as the result of forthcoming collective bargaining agreement. CCFD may modify its hourly rate for CCFD Fuels Management personnel, so long as it does not exceed the available personnel budget for the grant.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$1,055,289.00	$0.00	$1,055,289.00
2. Travel	$0.00	$0.00	$0.00
3. Operating	$564,754.01	$0.00	$564,754.01
4. Equipment	$183,123.00	$0.00	$183,123.00
5. Contractual/Consultant	$0.00	$0.00	$0.00
6. Training	$0.00	$0.00	$0.00
7. Other	$192,123.00	$0.00	$192,123.00
TOTAL DIRECT COSTS	$1,995,289.01	$0.00	$1,995,289.01
8. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$1,995,289.01	$0.00	$1,995,289.01

Incorporated Documents:
Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Authorized Subgrantee Official Name:	Signature	Date
NDF Authorized Official Title: Kevin Cook, MA III, Partnerships Coordinator		
Kacey KC, State Forester/Firewarden		

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF FORESTRY
NOTICE OF SUBAWARD

Subgrantee's Name and Payment Address (Must match DUNS registered name: **Carson City Fire Department** **777 S. Stewart Street** **Carson City, NV 89701** **Fed. Tax ID or ETIN: 88-6000189** **Vendor: T80990941** **SAM Exp: NA** **DUNS: 073787152** **NOTE**: **All subgrantees must establish a vendor number before payment can be made.** If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.	**Subgrant Number: NVE21-003** **Project Title: Carson City FD Hazardous Fuels Reduction** **Funds obligated by this action: $ 1,802,034.00** **Total amount of Funds** **Obligated to Sub-recipient: $ 1,802,034.00** **Subaward Period of Performance:** Effective Date: Date of last signature (State Forester) Expiration Date: 06/30/2021 **Final report & reimbursement request:** Due no later than 45 days after project completion or date of expiration, whichever occurs first.
Subgrantee Primary Contact: **Sean Slamon** **Phone #: 775-283-7722**	***This Sub-award is granted pursuant to the following contractual agreement and State legislative action: Region South, Zone: 1,2,3, Tier 1,2,3*** ***NV Energy and NDF Contract: # 23213*** *NV Energy Funds Obligated: $ 901,016.50* *Cat:41 Org:1301 GL:8795 Job#: NVE* *SB 508Funds Obligated: $ 901,016.50* *Cat:41 Org: 1300 GL:8795 Job#: # SB508*
Is this award for Research & Development? ☐ Yes ☒ No Federally Negotiated Indirect Cost rate: _____ (copy of NICRA must be provided to NDF) ☒ No negotiated Indirect Cost Rate	**Pass through entity and awarding official:** Nevada Division of Forestry Ron Bollier, State Fire Manager 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2511 Email: rbollier @forestry.nv.gov

Description of Project Amendment:

Please review SOW from initial sub award.

Agenda Item No: 14.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action, and a public hearing regarding the report of the City Manager on the fiscal impact and recommended approval of, a proposed collective bargaining agreement ("CBA") between Carson City and the Carson City Firefighters Association, Local #2251 of the International Association of Fire Fighters ("IAFF") on behalf of grant- and contract-funded wildland fire employees, effective beginning the first full pay period following CBA execution through June 30, 2026, with an estimated fiscal impact of $1,567,018.45 over the CBA's term that will be fully offset by third-party grants and contracts funding the positions. (Nancy Paulson, npaulson@carson.org and Melanie Bruketta, mbruketta@carson.org)

Staff Summary: The proposed CBA covers full time Carson City Fire Department ("CCFD") employees whose positions are grant- or contract-funded and who primarily perform wildland fuels reduction projects ("Wildland Group"). The Wildland Group currently comprises one Senior Wildland Fire Crew Member, one Wildland Fire Equipment Operator, one Fuels Management Grants Administrator and three Wildland Fire Crew Members. The Wildland Group has no prior CBA; instead, the proposed CBA will displace the Wildland Fire Employees' Benefits Manual. The City has provided notice to the applicable grant and contract funding sources that it will be increasing service rates to cover the cost of increased benefits under the proposed CBA, and the City has received confirmation that its increased rates will be reimbursed when invoiced.

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

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Proposed Motion

I move to approve the agreement and authorize the District Attorney's Office to make any necessary revisions that are clerical and not substantive when finalizing the agreement.

No action for the public hearing.

Board's Strategic Goal

Organizational Culture

Previous Action

February 2, 2023 (Item 22A): The Board of Supervisors ("Board") approved acceptance of $2,036,493 in federal funding from Round 18 of the Southern Nevada Public Lands Management Act grant program ("SNPLMA Grant"), subject to a $30,000 in-kind match, to fund a Fuels Management Grants Administrator position and the Seasonal Wildland Firefighters.

February 2, 2023 (Item 22C): The Board approved reclassifying a position in the Wildland Group, Wildland Fuels Management Officer (Unclassified), to Fuels Management Grants Administrator (Classified).

February 17, 2022 (Item 17A): The Board determined that the Wildland Group should constitute its own bargaining unit.

October 15, 2020 (Item 12A): The Board approved acceptance of a grant from the Nevada Division of Forestry ("NDF Grant") to fund, among other things, one Senior Wildland Fire Crew Member position, one Wildland Fire Equipment Operator position and three Wildland Fire Crew Member positions.

October 15, 2020 (Item 12B): The Board approved a contract with NV Energy for CCFD to provide wildland fuels management and stand-by services through June 30, 2023 ("NV Energy Stand-by Contract"), based on a schedule of fees.

Background/Issues & Analysis

Bargaining representatives for the City and Wildland Group have tentatively agreed to the terms of a CBA for the Wildland Group, which had no prior CBA.

The positions within the Wildland Group are currently funded, as follows:

Position	Funding Source
Fuels Management Grants Administrator	SNPLMA Grant
Senior Wildland Fire Crew Member	NDF Grant, NV Energy Stand-by Contract
Wildland Fire Equipment Operator	NDF Grant, NV Energy Stand-by Contract
Wildland Fire Crew Member	NDF Grant, NV Energy Stand-by Contract

The City invoices the applicable funding source an hourly rate for work performed by members of the Wildland Group, and the City is reimbursed. The proposed CBA is drafted with the intent that all compensation and remunerative benefits provided to the Wildland Group must be paid in their entirety by the grant(s) or contract(s) funding those positions without reliance on Carson City general funds.

The proposed CBA has terms that are unique to the Wildland Group that are intended to eliminate general fund liability for Wildland Group benefits. For example, paragraph 4.1(c)(5) of Article 4 expressly reserves as a management right "[t]he right to determine…[t]hat City's general funds shall not be used for Association Member salary, benefits, or other costs associated with Association Members and their duties." Further, the proposed CBA provides throughout that the City's obligation to provide benefits is "subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions."

Therefore, providing benefits under the proposed CBA requires the grants and contracts funding Wildland Group positions to pay the City higher rates to cover increased benefits under the proposed CBA. The short- and long-term funding sources for the Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator and Wildland Fire Crew Member positions differ. Currently, those positions are funded through the NDF Grant and NV Energy Stand-by Contract. However, the City and NV Energy are currently in negotiations on a new contract that will replace the NDF Grant (expiring May 31, 2023) and NV Energy Stand-by Contract (expiring June 30, 2023). That new NV Energy contract ("Pending NV Energy Contract") is anticipated to take effect June 1, 2023, and have a three- or five-year term.

Conversely, both in the short- and long-term, the SNPLMA Grant will be sufficient to fund the Fuels Management Grants Administrator position, though this position will likely receive some supplemental funding from the Pending NV Energy Contract for administrative work performed directly under that contract.

Funding the proposed CBA for the Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator and Wildland Fire Crew Member positions:

Rate increases under the NDF Grant and NV Energy Stand-by Contract can fund increased benefits for the Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator and Wildland Fire Crew Member positions from April 7, 2023 until those funding sources expire.

Presently, the City charges the following rates to the NDF Grant and NV Energy Stand-by Contract, which is sufficient to cover benefits under the Wildland Fire Employees' Benefits Manual, but not the proposed CBA:

Senior Wildland Fire Crew Member	$42.00/hr
Wildland Fire Equipment Operator	$36.00/hr
Wildland Fire Crew Member	$30.00/hr

In order to pay the benefits set forth in the proposed CBA, the City will need to increase the rates charged to the NDF Grant and NV Energy Stand-by Contract, as follows:

Senior Wildland Fire Crew Member	$55.00/hr
Wildland Fire Equipment Operator	$49.00/hr
Wildland Fire Crew Member	$39.00/hr

Two proposed amendments to the NDF Grant are being considered by the Board at its April 6, 2023, meeting, through which (1) the end date of the NDF Grant is established as May 31, 2023, and (2) NDF acknowledges the City's updated rate structure and authorizing the City to charge at the increased rates.

In addition, the City has provided NV Energy with notice of the increased service rates, and it responded that "NV Energy supports the increased hourly rate for the fire stand-by and fuels mitigation services that Carson City provides to NV Energy. The increased rates will be eligible for reimbursement starting on April 7, 2023 if approved by the Carson City Board." The NV Energy Stand-by Contract allows the City to adjust its rates based on cost changes; therefore, the City's notice of changing costs and NV Energy's acceptance will be sufficient to adjust rates under the NV Energy Stand-by Contract.

The rate increases noted above will be included in the new contract with NV Energy to ensure benefits under the proposed CBA can be paid. NV Energy was consulted throughout the negotiations process on the kind and extent of benefits eligible for coverage under the Pending NV Energy Contract.

Funding the proposed CBA for the Fuels Management Grants Administrator position:
The SNPLMA Grant was recently renewed for a new term ending November 17, 2028, in the amount of $2,036,493. The SNPLMA Grant will be sufficient to fund the Fuels Management Grants Administrator position during the term of the proposed CBA. Further, it is anticipated that the Fuels Management Grants Administrator position will receive some supplemental funding through the Pending NV Energy Contract.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 288

Financial Information
Is there a fiscal impact? No

If yes, account name/number: Grant Fund, Fire Department - All Salary and Benefit Accounts
2752505-50XXXX - Grant Number - G254521001

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Explanation of Fiscal Impact: All salary and benefit increases under the CBA are 100% grant- and/or contract-funded, if the grant funding goes away so do the positions. Additionally, there is 10% administrative time built into the NDF/NVE grant and/or contract; therefore, the Fuels Management Grants Administrator position will direct bill time to the NDF/NVE grant and/or contract as needed to administer

the program. All other time of the Fuels Management Grants Administrator is charged through a SNPLMA Grant. Positions are expected to continue through the SNPLMA Grant and the Pending NV Energy Contract and have already been included into the FY 2024 budget.

Alternatives

Do not approve the collective bargaining agreement and/or provide alternative direction to staff.

Attachments:

1 - Proposed Wildland CBA.pdf

3 - NVE Ltr to City re Inc Rates.pdf

2 - CCFD-NVE Stand-by Contract.pdf

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

_____

_____

_____

_____

_____

(Vote Recorded By)

COLLECTIVE BARGAINING AGREEMENT

between

Carson City

and the

Carson City Fire Fighters Association, Local #2251 of the International Association of Fire Fighters on behalf of the Carson City Wildland Firefighters

(Effective from date of last required signature hereto and expiring June 30, 2026)

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Article 1 PREAMBLE AND CAPITALIZED TERMS

Preamble:

This Collective Bargaining Agreement is entered into by and between the Consolidated Municipality of Carson City, and Local # 2251, I.A.F.F., Carson City Fire Fighters Association on behalf of the Wildland Firefighters.

The purpose of this Agreement is to achieve and maintain a harmonious working relationship between the parties, to provide a procedure for equitable and peaceful resolution of differences which may arise, and to establish proper standards for wages, hours and other conditions of employment.

Capitalized Terms:

Capitalized terms used throughout this Collective Bargaining Agreement shall have the meanings given to them in this section unless otherwise specified.

Agreement: This Collective Bargaining Agreement.

Association: Local #2251, I.A.F.F., Carson City Fire Fighters Association.

Association Member(s) or Member(s): All members of the Association that are Wildland Firefighters.

Employer or City: The Consolidated Municipality of Carson City.

Part-Time Employees: Employees who are hired by the City for less than or equal to 1039 hours over the course of a fiscal year.

Seasonal Employees: Employees who are hired by the City for a term of six months or less over the course of a fiscal year.

Wildland Firefighters: Carson City Fire Department grant- or contract-funded employees that (1) are full-time employees, not Part-Time Employees or Seasonal Employees; (2) are employed in a position requiring a certificate from the National Wildfire Coordinating Group (e.g., S-130, S-190); and (3) are assigned to the Fire Prevention Division to primarily perform wildland fuels reduction projects, which includes, but is not limited to, the following positions: Senior Wildland Fire Crew Member (which may alternatively be labelled as Engine or Crew Boss), Wildland Fire Crew Member (which may alternatively be labelled as Wildland Firefighter Type 2), Wildland Fire Equipment Operator, or Fuels Management Grants Administrator.

Article 2 RECOGNITION

2.1 Employer recognizes the Association as the exclusive bargaining agent for all employees of the Carson City Fire Department who are Wildland Firefighters.

Article 3 STRIKES, LOCKOUTS AND DISCRIMINATION

3.1 Association or Association Members will not strike against Employer under any circumstances. As used in this article, "strike" means any concerted:

(a) Stoppage of work, slowdown or interruption of operations by Association or Association Members;

(b) Absence from work by Association or Association Members upon any pretext or excuse which is not founded in fact; or

(c) Interruption of the operations of Employer by Association or Association Members.

3.2 Employer will not lock out, restrain, coerce, interfere with, or discriminate against, Association or Association Members because of membership in Association or lawful activity on behalf of Association or Association Members.

3.3 Employer will not discriminate against any Association or its Association Members on the basis of race, color religion, sex, sexual orientation, gender identity or expression, age, disability or national origin, or because of political or personal reasons or affiliations.

Article 4 MANAGEMENT RIGHTS

4.1 Consistent with NRS Chapter 288 (Local Government Employee- Management Relations), those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiations include:

(a) The right to hire, direct, assign or transfer an Association Member, but excluding the right to assign or transfer an Association Member as a form of discipline.

(b) The right to reduce in force or lay off any Association Member because of lack of work or lack of funds, subject to procedures for reduction in work force set forth in Article 29.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation workload factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public;

(4) The means and methods of offering those services; and

(5) That City's general funds shall not be used for Association Member salary, benefits, or other costs associated with Association Members and their duties.

(d) Safety of the Public.

Article 5 SALARIES

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members will be paid in accordance with the compensation established for the occupied position as set forth in Appendix A.

Article 6 MERIT SALARY INCREASES

6.1 Upon the recommendation of the Fire Chief, and subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members shall receive annual merit increases in increments of 3.5% per year, provided the Association Member receives a "meets expectations" or better evaluation. See Appendix A. Merit increases shall be effective on the Association Member's anniversary date.

6.2 Merit salary increases must be approved by the Fire Chief.

6.3 Except as provided in paragraph 6.4 & 6.5 of this article, a merit salary increase is paid from the date the Association Member became eligible for such increase.

6.4 If a merit salary increase is denied:

(a) because the Association Member did not receive a "meets expectations" or better on the Association Member's evaluation, and the Fire Chief in his or her sole discretion decides to offer the Association Member the opportunity to cure some deficiency to achieve a "meets expectations" rating, then any merit increase will take effect upon the Fire Chief's written determination that the Association Member has fully cured the specific deficiency or deficiencies the Fire Chief gave the Association Member the opportunity to cure; or

(b) due to some Employer error, as determined by the Fire Chief, then the merit increase retroactively takes effect on the day Association Member's merit increase would have taken effect if Employer's error had not occurred.

6.5 If a merit salary increase is not approved, the reasons therefore shall be submitted in writing to the Association Member.

Article 7 HOURS OF WORK

7.1 Association Members will work ten (10) hour shifts for an average of forty (40) hours per week for a total of 2,080 hours per year.

Article 8 OVERTIME

8.1 Association Members who, at the request of their supervising Battalion Chief and subject to available grant- and/or contract-funding, work hours outside their regular shift or hours in excess of their regular shift shall be entitled to overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour, or portion thereof, of overtime worked. Overtime pay shall be earned in increments of one-half (½) hour.

8.2 Overtime pay will be added to the Association Member's pay for the period in which the overtime is worked, as reported on the Association Member's time sheet.

8.3 If an Association Member is requested by his or her supervising Battalion Chief to report for work during hours outside his or her regular shift, he or she shall receive a minimum of two hours of overtime pay.

8.4 If an Association Member reports for work during his or her regular shift, or reports for work after being recalled, but is relieved from duty by his or her supervising Battalion Chief because of lack of work, said Association Member shall receive a minimum of two hours of regular pay.

8.5 Annual leave, sick leave and approved holidays off shall be considered hours worked for the purpose of computing overtime.

Article 9 WILDLAND FIRE SUPPRESSION, FUELS MANAGEMENT, AND OTHER STAFFING

9.1 Wildland Fire Suppression Staffing

Unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the Employer shall not permit or require Association Members to engage in wildland fire suppression activity without a minimum of three (3) qualified individuals to perform suppression activity on a wildland engine.

9.2 Wildland Fuels Management Staffing

Unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the Employer shall not permit or require Association Members to perform fuels management work involving felling trees, operating dangerous tools or equipment (like chippers, masticators, chainsaws, or similar), working at dangerous heights, or similar activities without a minimum of two (2) qualified individuals to perform that fuels management work.

9.3 Other Staffing

Unless a minimum staffing standard is specifically identified in Sections 9.1 or 9.2 above, and unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, this Agreement does not limit Employer's discretion regarding minimum staffing.

9.4 Mandatory Retention and Recall

In the circumstances described below, Association Members may be mandatorily retained or recalled by the Fire Chief or the supervising Battalion Chief, and Association Members must comply with that directive for mandatory retention or recall. Association Members are subject to mandatory retention and recall when—in the discretion of the Fire Chief, supervising Battalion Chief, or the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions:

(a) There is an ongoing emergency;

(b) There is a "Red Flag" warning;

(c) Necessary for the health, welfare, and/or proper maintenance of animals used for wildland fuels management, which includes, but is not limited to providing water to sheep or goats grazing to reduce wildland fuels; or

(d) Necessary to timely complete a time-sensitive task which, without mandatory retention or recall, will not be timely completed and some concrete, adverse consequence is reasonably expected to arise as a result of untimely completion. In this instance, the Fire Chief or supervising Battalion Chief will provide as much advance notice as is practicable concerning the possibility of mandatory retention or recall.

Mandatory retention or recall procedures will be subject to any Fire Department standards or policies governing mandatory periods of rest. If the mandatory retention

or recall results in an Association Member exceeding his or her regular shift or work hours, the Association Member will be paid in accord with Article 8.

Article 10 TEMPORARY DUTY PAY

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, whenever an Association Member is detailed to a higher position for which that Member is qualified, said Member shall receive an additional 10% of his/her base wage for each of the higher ranks being filled. Upon termination of the temporary assignment, the Association Member shall return to his/her original compensation. Any such pay will be paid on the payroll for the pay period within which the temporary duty assignment was performed. For the purposes of this article rank shall be, in descending order, as follows: Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator, Wildland Fire Crew Member. The Fuels Management Grants Administrator is not eligible for temporary duty pay.

Article 11 HOLIDAYS AND HOLIDAY PAY

11.1 The following days shall be observed as legal holidays:

New Year's Day	(January 1)
Martin Luther King's Birthday	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Nevada Day	(Last Friday in October)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Family Day	(Friday after fourth Thursday in November)
Christmas Day	(December 25)

Or any other day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the City's Board of Supervisors for public fast, thanksgiving, or as a legal holiday.

11.2 Holiday Falling Within Vacation Period

If a legal holiday falls on an Association Member's approved annual leave day, that day shall not be charged to annual leave.

11.3 Holiday Observance

(a) When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday.

(b) Association Members who work a four-day workweek will be granted a day off within the pay period if the holiday does not fall on their regular workday.

(c) For non-standard workweek Association Members who normally work on a Saturday or Sunday, if a holiday from Section 11.1 actually falls on a Saturday or Sunday on which the Association Member is working a normal shift, such day shall be granted as a holiday for purposes of Section 11.5 (Pay for Work on Holiday). That non-standard workweek Association Member shall not earn additional holiday time for the Friday or Monday that is observed as the holiday for standard workweek employees.

11.4 Computing Holiday Pay

Holiday pay will be based upon the Association Member's regular hourly wage for the number of hours in his or her regular workday. Such computation will be exclusive of overtime pay.

11.5 Pay for Work on Holiday

(a) An Association Member who is required to work on a holiday which falls on the Association Member's regular day off shall receive two and one half (2.5) times the regular rate of pay for hours worked. An Association Member who is required to work on a holiday which falls on the Association Member's regular workday shall receive two (2) times the regular rate of pay for hours worked.

(b) The City must make contributions to the Public Employee's Retirement System (PERS) in accordance with State law and PERS policies.

Article 12 EDUCATIONAL COSTS & INCENTIVE PAY

12.1 Educational Costs

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and subject to pre-approval from the Fire

Chief, Employer will pay all costs associated with Member attending educational and training courses related to the mission of Wildland Firefighter positions.

However, Association Member must repay any such costs to Employer if Association Member fails to (1) pass a pass/fail course; (2) obtain a grade of C (70%) or better in a graded course; or (3) present proof that the Association Member passed or received a grade of C (70%) or better (as applicable) within 60 days of the issuance of final grades for the course. Any such repayment must be made within 30 days of a demand for repayment from Employer.

12.2 Incentive Pay

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members are eligible for incentive payments on the following schedule:

(a) For post-secondary degrees, if approved by the Fire Chief, Association Member is entitled to receive 2.5%, added biweekly, for an Associate's degree or a Bachelor's degree in a field that, in the discretion of the Fire Chief, is related to Wildland Firefighter positions.

(b) For EMS certificates issued by the Nevada Department of Health and Human Services, Association Member (except Fuels Management Grants Administrator) is entitled to receive the greater of either:

(1) 2%, added biweekly, for Members who hold, and maintain in good standing, an EMT Basic certificate; or

(2) 4%, added biweekly, for Members who hold, and maintain in good standing, an EMT Advanced certificate.

(c) For Association Members expected to fluently speak and/or read and write in Spanish at least three (3) times per week, 2.5%, added biweekly, for the duration of any such assignment. The Fire Chief has the final authority to determine whether the use of Spanish is expected. The City may require testing to determine whether the Employee is fluent in Spanish so as to be eligible for this benefit.

12.3 All incentive pay provided in this article shall be paid as a percentage of base pay. There shall be no compounding of additional pay.

Article 13 TRADING

This Article does not apply to the Fuels Management Grants Administrator.

13.1 Permissibility of Trading, Generally

At the time of this Agreement, trading is not feasible due to the number of Wildland Firefighter positions and current shift scheduling. However, generally speaking, the practice of trading work hours or shifts, is permissible under this Agreement, subject to: (1) adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and (2) Employer, in its sole discretion, opting to maintain two or more shifts that do not entirely overlap.

13.2 Permissibility of Specific Trades

In the event that trading becomes possible under the terms of Section 13.1, Association Members may exchange or trade work hours or shifts provided it does not interfere with the operation of the Fire Department and subject to prior approval of the Fire Chief or his designee. Association Members who agree to such trading shall hold the Employer harmless for the failure of the other Association Member to pay back traded time.

Three-way trades are permissible but must be rank for rank, except where the Association Member filling in for the shift traded is determined by the Fire Chief or his designee to be qualified to perform all of the duties and responsibilities of the position being manned, either by being designated to serve in an acting capacity in that position or otherwise being fully qualified for the position being manned.

An Association Member who agrees to work a trade is responsible for filling the shift the Member agreed to work, at no cost to the City. Any Association Member who fails to fulfill a shift trade agrees to repay the City for all overtime, temporary duty, or other costs resulting from the Member's failure. Repayment will be made over a period of four (4) pay periods for such costs, unless the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions require repayment sooner, in which case the Association Member must make repayment as required by that grantor(s) and/or contract obligor(s).

Article 14 PAYROLL DEDUCTIONS

14.1 Association Members may authorize biweekly deductions from their wages for Association dues, group insurance and deferred compensation programs approved by Employer, and such other purposes as Employer may approve. Such authorizations must be filed with the Finance Department on forms provided by Employer.

14.2 An authorization for payroll deductions shall remain in effect until it is rescinded by the Association Member. However, if the Association Member's wages for any pay period are less than his total authorized deductions, no deductions shall be made for the pay period and the Association Member will hold the Employer harmless for nonpayment of these deductions.

14.3 The Association shall indemnify and defend against any claims made or actions filed against the Employer as a result of its compliance with this Article.

Article 15 RETIREMENT CONTRIBUTIONS

The terms “Regular Employee Retirement Fund” and “Police and Firefighter’s Retirement Fund” refer to retirement funds with the Nevada Public Employees’ Retirement System.

15.1 Currently Association Members are included in the Regular Employee Retirement Fund.

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer will make retirement contributions to the Police and Firefighter's Retirement Fund instead of the Regular Employee Retirement Fund for any Association Member holding a position that, pursuant to a formal and final decision from Nevada PERS, should be part of the Police and Firefighter's Retirement Fund. Employer will not make retirement contributions to the Police and Firefighter's Retirement Fund for any Member unless and until Nevada PERS issues a formal and final decision holding that the Police and Firefighter's Retirement Fund is the appropriate fund for the Member’s position.

Notwithstanding the foregoing, for the Fuels Management Grants Administrator position, Employer will only make contributions to the Regular Employee Retirement Fund.

15.2 If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund or the Regular Employee Retirement Fund in an amount of 1.5 % or less, the City will pay one half of the increase up to .75%, and the appropriate Association Member's salary will be reduced by one half of the increase up to .75%, however, subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the City will increase the appropriate Association Member's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the appropriate Association Member's salary.

15.3 If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund or the Regular Employee Retirement Fund in an amount that exceeds 1.5%, the City will pay one-half of the increase and the appropriate Association Member's salary will be reduced by one-half of the increase, however, subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the City will increase the appropriate Association Member's salary .75% on the effective date of the reduction. (Any amount over 1.5% will be split equally between the City and the appropriate Association Member.)

Article 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

16.1 Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer will provide all uniforms, work clothing, boots, and personal protective equipment ("PPE") needed by Association Members to perform their assigned work duties. A committee comprised of Wildland Firefighters and a supervising Battalion Chief will make recommendations to the Fire Chief regarding what uniforms, work clothing, boots, and PPE are needed, with the final discretionary decision left to the Fire Chief. In addition, Employer will replace such uniforms, work clothing, boots, and PPE whenever the supervising Battalion Chief deems necessary, with the approval of the Fire Chief or the Chief's designee.

16.2 To the extent NFPA safety standards apply:

(a) Uniforms, work clothing, boots, and PPE shall conform to all current NFPA safety standards at the time of purchase.

(b) Existing uniforms, work clothing, boots, and PPE shall have been in compliance with the edition of the NFPA standard that was current when those items were manufactured.

(c) Replacement uniforms, work clothing, boots, and PPE shall be in compliance with the current edition of the NFPA standards.

(d) New hire uniforms, work clothing, boots, and PPE shall be in compliance with the current edition of the NFPA standards.

(e) Variances or exceptions to NFPA standards can only be made if approved by the Association Members, acting through the Association, and the Fire Chief. Any such variance shall be in writing and signed by the Association President and the Fire Chief, or the designee of either of them.

Article 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and upon the discretionary approval of the Fire Chief, the Employer shall reimburse Association Member for the costs of repairing or replacing authorized personal property required by the Employer which is lost, damaged or stolen in the performance of duty within thirty (30) days of notification of the Fire Chief as follows:

17.1 Watches up to a maximum of $50.00 in repair or replacement costs.

17.2 Prescription eyeglasses up to a maximum of $300.00 of repair or replacement costs.

Article 18 GROUP LIFE INSURANCE

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer shall pay one hundred percent (100%) of the premium for a $50,000.00 policy of group term life insurance for each Association Member.

Article 19 GROUP HEALTH INSURANCE

All Association Members, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in Employer's group health insurance plan, and shall be covered after a waiting period in accordance with City policy.

19.1 Employer-Employee Share of Premium

(a) Employer shall pay 100% of the Association Member's premium for group health insurance coverage and 65% of any dependent's group health insurance coverage for the cost of the plan selected by the Association Member except that the Employer will only pay 50% of dependent coverage if the Association Member elects coverage under the high deductible plan. If the Employer only offers a high deductible plan to its employees, then Association Members will receive a subsidy of 65% toward the covered dependent's group health insurance premiums under that plan.

19.2 Health Insurance Upon Retirement

(a) The Association Member shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer

by commencing to pay 100% of the total premium, prior to the retirement language below.

(b) For retired Association Members that meet the eligibility requirements set forth here in Section 19.2, Employer will pay 90% of retiree group health, dental, vision and life insurance coverage premiums, plus 50% of the spouse's and eligible dependent's premium for health, dental and vision except as provided below. The Employer agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the Employer's group insurance plans in existence on the date Association Member qualifies for benefits described here in Section 19.2, under the group insurance plans offered to active Association Members, as modified from time-to-time.

(1) In order to be eligible for the benefits provided in this Section 19.2(b), the Association Member-retiree will have (i) a minimum of 20 continuous years of full time bargaining unit service with the Carson City Fire Department; and (ii) shall have actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement.

(2) The Employer will pay premiums for:

(I) The eligible Association Member-retiree, from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the Employer on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing Employer policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the Employer's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the Employer eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii)

above shall automatically revert to receiving the benefits specified in (i) above.

In order to receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the Employer's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

(II) The spouse of the eligible Association Member-retiree (current at time of the employee's separation from the Employer) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the Employer on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the Employer's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the Employer's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to- time, or required by law. In the event a retiree remarries after separation from the Employer, the spouse will not be included in the health insurance premium subsidy.

(III) Dependents (current at time of the Association Member-retiree's separation from the Employer), as defined by the rules of the Employer's Group Health Insurance Plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the Employer on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium." After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the Employer's group insurance plan is secondary to Medicare coverage. In order to

receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the Employer's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

(3) In the event of death of the Association Member-retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to requirements in Section 19.2(b)(2)(II). Dependents, as defined in Section 19.2(b)(2)(III), will continue to receive benefits in the event of the death of the employee/retiree, as long as they meet the definition of dependents in the City Group Health Insurance Plan in effect at the time of retirement.

(4) In the event of a catastrophic injury or medical illness which forces an Association Member who has not reached 20 years of service to retire from service of the Carson City Fire Department under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Association Member at 5% per year of service with the Carson City Fire Department in Association Member's bargaining unit, but only after the Association Member has worked for the Carson City Fire Department for ten (10) years in Association Member's bargaining unit, up to a maximum of 90% and subject to the provisions of Section 19.2(b)(2)(I) above concerning the bargaining unit employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. The prorated benefit at ten years starts at 50%. The benefit under this subparagraph (i.e. Section 19.2(b)(4)) does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

(5) If the benefits provided to Association Member-retirees, their spouse and dependents under this Section 19.2(b) are modified (reduced or eliminated) in the future by mutual agreement of the Employer and the Association, including modification resulting from binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to Association Member-retirees, their spouses and dependents then receiving the benefits, and the Association Member-retiree, their

spouse or dependent shall continue to receive the benefit on the basis specified by the collectively bargained agreement in effect as of the date of Association Member's eligibility for benefits under Section 19.2(b).

Article 20 PHYSICAL EXAMINATIONS

20.1 Employer shall pay for any physical examinations of Association Members that are required by NRS 617.455(2) and NRS 617.457(4). Such examinations shall be performed by the Employer's physician.

20.2 Employer shall also provide an annual hearing test by a qualified person for each Association Member.

20.3 Employer shall also provide at its expense immunizations and screening as are necessary to comply with all applicable OSHA, Federal, State, and local regulations and such additional immunizations and screening as deemed necessary by the Fire Chief.

20.4 The parties recognize the Employer's right to develop and adopt minimum physical fitness standards which are based on the essential functions of the Association Member's job description and to institute a mandatory physical fitness training program to ensure that all Association Members are able to meet minimum physical fitness standards on an annual basis. Failure to meet the minimum physical fitness standards may lead to suspension, demotion, or termination of the Association Member.

By agreeing to this provision, the Association does not approve any specific physical fitness standard adopted by the Employer and reserves all rights to challenge the job-related validity or other aspects of the standard to the extent that such challenge is not in conflict with the Employer's rights under NRS 288.150(3).

Article 21 ANNUAL LEAVE

21.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions. Also for the purposes of this Article, the term "continuous service" means that service commencing with appointment to a position with the Employer and continuing until resignation or discharge.

21.2 Accrual Rate

(a) Association Members shall accrue annual leave at the following rates:

Continuous Service	**Accrual**
0 - 12 months	6 hrs. per month
13 - 24 months	8 hrs. per month

25 - 60 months	10 hrs. per month
Over 60	14 hrs. per month
Maximum accumulation	300 hrs.

(b) Annual leave shall accrue for each pay period in which the employee is in full-pay status.

(c) An Association Member's accumulated annual leave may never exceed 300 hours, regardless of the Association Member's years of service, and accruals in excess of 300 hours will be forfeited.

21.3 Association Members shall be paid their regular hourly rate for annual leave used.

21.4 Becoming Ill While on Annual Leave. If an Association Member submits satisfactory evidence that the Member suffered from a qualifying illness during annual leave, that Member shall be granted sick leave for the period of the Association Member's illness to the extent that the Association Member is entitled to such leave under the provisions of the applicable Sick Leave Article, and the portion of the Association Members lost vacation time for which sick leave was granted shall be credited to the Association Member. For the purposes of this Section "qualifying illness" means the Member was hospitalized for (1) illness or other medical condition, or (2) that the Association Member was ill or injured for at least 2 consecutive days, with or without hospitalization.

21.5 Minimum vacation time. The minimum period of annual leave that may be used for Association Members shall be four (4) hours. Fractions of an hour shall be rounded off to the next whole hour.

21.6 Annual Leave upon Separation: Upon separation, the Association Member will receive a lump sum payment for all accumulated unused annual leave at 100% the current contract salary unadjusted for retirement. No Association Member shall be paid for accumulated leave upon termination of service unless employed six months or more.

21.7 Death of Employee. Upon the death of an employee, a lump sum payment for his accrued annual leave will be made to his beneficiary or estate, upon receipt of proof of death and beneficiary.

Article 22 MILITARY LEAVE

An Association Member who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall, upon request, be relieved

from his Fire Department duties to serve under orders for military duty, without loss of pay or accrued annual leave, for a period not to exceed fifteen (15) workdays in any calendar year.

Article 23 SICK LEAVE

23.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.

23.2 Unused days of sick leave each year will be allowed to accumulate without limit for use purposes.

23.3 Association Members shall earn sick leave at the rate of six (6) hours per month for the first year.

23.4 After one year of continuous employment, Association Members shall earn sick leave at the rate of 10 hours per month.

23.5 Association Members shall earn up to a maximum of 120 sick hours per year, at full salary, and shall be used for personal illness or disability; personal medical appointments, quarantine, or communicable disease; maternity; paternity; adoption; or illness, disability, or communicable disease in the immediate family. "Immediate family" is anyone covered under the FMLA.

23.6 Employees, upon death or retirement, having a minimum of 400 hours of unused earned sick leave and the below listed years of Carson City service shall be compensated for all hours up to 1080 at the following rates:

Service Years	**Maximum %**
10-14	33 1/3%
15-19	50%
20-24	75%
25 plus	100%

Regardless of length of service, an Association Member who dies in the line of duty shall have 100% of his or her sick leave paid out to his or her designated beneficiary or his or her estate if the Association Member has not designated a beneficiary.

23.7 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at one time by an Association Member shall be four (4) hours. Fractions of hours of sick leave shall be considered as the next largest whole hour.

Article 24 WORKERS' COMPENSATION LEAVE

Absence due to injury arising out of and in the course of employment and subsequently deemed to be compensable by the City's Claim's Administrator shall not be charged against an Association Member's sick leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the Employer shall provide full salary to the Association Member upon the condition that the Association Member shall endorse and deliver to the employer any benefits received pursuant to NRS Chapters 616A to 617, inclusive.

(a) If an Association Member is released to light duty by his or her treating physician, the Association Member agrees to return to work and be placed on a light duty assignment.

(b) If an Association Member is unable to return to work upon the expiration of ninety (90) calendar days, accrued sick leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such accrued sick leave shall be charged only to the extent not reimbursed pursuant to NRS Chapters 616A to 617, inclusive.

(c) When accrued sick leave has been exhausted, if the Association Member is still unable to work, accrued annual leave shall be used to supplement benefits in order to receive full salary. Such accrued annual leave shall be charged only to the extent not reimbursed pursuant to NRS Chapters 616A to 617, inclusive.

(d) When accrued annual leave has been exhausted, the Association Member shall receive no additional compensation from the Employer.

(e) If an Association Member is injured on the job and as a result can no longer perform the essential functions of said job, the City, upon receiving a release from the Association Member's physician, shall attempt to place the Association Member in a temporary light duty position. If the Association Member is provided a temporary light duty position, he or she shall continue to receive his or her regular salary and benefits provided under this Agreement. Such light duty may be temporary and need not be in an authorized position. An Association Member who is released by his or her physician to return to the job held at the time of the injury, must return to work at that position. If the Association Member's physician determines that the Association Member will be permanently unable to return to his or her original position, the City shall comply with NRS 616C.530.

(f) Association Member benefits, sick leave and annual leave shall continue to accrue so long as the Association Member is eligible for full salary as provided above.

Article 25 COURT LEAVE

25.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.

25.2 If an Association Member is summoned for jury duty on his or her regular workday, he or she shall receive full pay but shall refund any compensation received for jury duty to employer.

25.3 An Association Member summoned for jury duty on his or her regular workday shall be excused for his or her entire shift. However, if the Association Member is excused from jury duty before 5:00 p.m. and is not required to appear for jury duty the next day, the Association Member shall return to the workplace to complete his or her regularly assigned shift.

25.4 If an Association Member is compelled to appear by subpoena or other order on his or her regular workday in any judicial or administrative proceeding as a defendant to an action arising out of his or her employment, or as a witness to observations or knowledge received in the course of his or her employment, he or she shall receive full pay but shall refund any witness fee to Employer.

25.5 If an Association Member's presence is required outside the Association Member's regular shift to give a testimony or a statement concerning observations or knowledge made or obtained in the course of his or her employment, at a deposition by subpoena, for an interview, at the direction of the District Attorney, or at the direction of the Fire Chief, the Association Member will be paid overtime for the time required for such an appearance, if the Fire Chief or his designee has approved of the appearance in advance. No court leave or overtime pay is allowed for an Association Member's time when the Association Member initiated the action which requires the Association Member's presence.

Article 26 LEAVE OF ABSENCE

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, leave, with or without pay, may be granted to Association Members pursuant to the terms of Employer’s rules, regulations and policies governing leaves of absence.

Article 27 ASSOCIATION BUSINESS

Association Members may donate a maximum of one hundred (100) hours of leave per year to be utilized for Association business of Association Members at no cost to the Employer. Use of this leave shall be subject to approval by the Fire Chief or his/her designee and such leave shall not impair the operations of the Fire Department or the grant(s) or contract(s) funding the Wildland Firefighters.

Article 28 BULLETIN BOARDS

Employer will provide adequate bulletin boards at each Fire Station for the exclusive use of Association.

Article 29 WORK FORCE REDUCTION PROCEDURES

29.1 Layoffs arising from the loss of grant(s) or contract(s) funding specific positions shall be limited only to the positions affected by that loss of grant- or contract-funding.

29.2 Layoffs shall proceed in ascending order of seniority for Association Members. Seniority ranking will be determined based on the date of hire as Wildland Firefighters within the Carson City Fire Department.

Article 30 GRIEVANCE PROCEDURE

For the purposes of this Article, the term "administrative working days" means Monday through Friday, except holidays recognized under Article 11.

Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall be settled in the following manner:

Grievance Procedures When Member Is Not Terminated or Demoted:

30.1 The grievance procedures at 30.1 to 30.5, inclusive, apply to all grievances, except those in which the Member alleges Employer improperly terminated the Member's employment or improperly demoted the Member.

30.2 The grievant shall present a written grievance to the Fire Chief within fifteen (15) administrative working days of the time that the grounds for grievance are known or reasonably should have been known.

30.3 If the Fire Chief denies the grievance or fails to respond to the grievance within ten (10) administrative working days, the grievant shall submit the grievance to the City's Human Resources Department within five (5) working days to initiate mediation, which is the next step of the Agreement's grievance procedure. If the grievance is timely submitted to the Human Resources Director, the Human Resources Director shall, by

written notice to all parties concerned within five (5) working days of receipt of the written grievance, direct that the parties proceed to non-binding mediation. Mediation should be held within twenty-one (21) working days of the written notice provided by the Human Resources Director unless mutually agreed upon by the City and the Association. The parties agree that a request for a mediator shall be made by the Human Resources Director to the Federal Mediation and Conciliation Services ("FMCS"). Unless otherwise agreed by the parties, mediation shall be confidential, and any settlement offers made during mediation shall be kept confidential by the parties if the matter is referred to arbitration. Any costs of mediation shall be split equally between the Association and the City.

30.4 If the grievance is not resolved through mediation, any party dissatisfied with the outcome of the grievance may submit the grievance to arbitration by notifying the other party in writing within ten (10) administrative working days of the date that the mediation was held. If a grievance is not timely submitted to arbitration after mediation, the grievance shall be non-arbitrable and deemed denied or settled on the basis of the last administrative decision. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration shall request a list of seven (7) arbitrators from the FMCS or the American Arbitration Association ("AAA"). Failure to make a written request for a list within thirty (30) administrative working days after dispatch of the notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. Within five (5) administrative working days after receiving a list of arbitrators from the applicable arbitration service, the parties shall either mutually agree on upon an arbitrator or select their arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, and that remaining arbitrator will be selected to hear the dispute in question. The Association shall strike the first name.

30.5 The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for either side shall be paid by the party producing such witnesses or retaining such counsel. A stenographic record shall be taken by a certified reporter of each hearing. The parties agree to split the costs associated with the reporter. The arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both parties in his or her discretion.

Grievance Procedures When Member Is Terminated or Demoted:

30.6 The grievance procedures at 30.6 to 30.11, inclusive, apply solely to grievances in which the Member alleges Employer either improperly terminated the Member's employment or improperly demoted the Member. For all other grievances, the procedures are 30.1 to 30.5, inclusive, govern.

30.7 The grievant shall present a written grievance to the Fire Chief (or his/her designee), with a copy simultaneously presented to the Employer's Human Resources Director (or his/her designee), within three (3) administrative working days of the date on which the grievant's termination or demotion becomes effective.

30.8 The Fire Chief will respond to the grievance in writing within two (2) administrative working days, with the response stating whether the termination or demotion will be reversed. If the Fire Chief fails to respond within two (2) administrative working days, the grievance is deemed denied with the termination or demotion affirmed.

30.9 If the termination or demotion is not reversed, the grievant may submit a demand for binding arbitration to AAA within three (3) administrative working days of the Fire Chief's decision described at Section 30.8. Any such demand to AAA must be simultaneously submitted to Employer's Human Resources Director. The grievance will be adjudicated under AAA's Expedited Labor Arbitration Rules.

30.10 All parties and the Arbitrator must make all reasonable efforts to complete the arbitration hearing within 30 days of the arbitration demand.

30.11 The expenses for witnesses or counsel for any party shall be paid by the party producing such witnesses or retaining such counsel. The Arbitrator's fees and expenses shall be split equally between the Association and the City.

Rules Applicable to All Grievances

30.12 The following rules (30.12 to 30.16, inclusive), apply to all grievances, regardless of whether the grievance falls within the procedures described at 30.1 to 30.5 or the procedures described at 30.6 to 30.11.

30.13 The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any Employer rules, regulations, and policies.

Decision of the Arbitrator shall be based solely on the evidence and arguments presented by the parties at the arbitration hearings, and the decision of the Arbitrator shall be final and binding except as provided by law.

30.14 Time limits described in this article are intended to expedite the grievance procedure. Failure of the aggrieved Association Member(s) to comply with this article within the set time limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual written agreement of the parties which shall not be unreasonably withheld.

30.15 Unless the grievance is brought by the Association itself, the Fire Chief will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances in which the Association has not brought the grievance it will have the right to intervene. If the Association has not demanded arbitration, it shall not be responsible for any fees or expenses under Section 5. If an individual Association Member demands arbitration, the Arbitrator may require the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

30.16 The parties acknowledge that Association Members have personal rights under federal and state law to sue their employer, including but not limited to claims under Title VII of the Civil Rights Act of 1964 (as amended), the Americans with Disability Act (as amended), the Age Discrimination in Employment Act (as amended), and NRS Chapter 613 (collectively, "Employment Discrimination Laws"). The parties acknowledge that Association Members may allege grievances based on the same facts, transactions, or occurrences which would invoke their personal rights to sue the Employer under Employment Discrimination Laws. Under such circumstances, the parties agree that Association Members must make an election on whether to request arbitration under this Section or file a personal lawsuit against the Employer, but the Association Member may not seek relief through both an arbitration under this Agreement and a personal lawsuit against Employer. Therefore, if an Association Member requests arbitration for such a matter, the Association Member waives the right to bring a personal lawsuit against Employer under the Employment Discrimination Laws; conversely, if the Association Member brings a lawsuit against Employer under the Employment Discrimination Laws, the Association Member waives the right to arbitration on such a matter through the Agreement.

Article 31 LAWSUITS AGAINST EMPLOYEES

31.1 Employer shall provide for the defense, including the defense of cross-claims and counterclaims, of any Association Member in any civil action brought against that person based on any alleged act or omission relating to his employment if:

(a) Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, the Association Member submits a written request for defense to the Fire Chief and the Carson City District Attorney; and

(b) The District Attorney has determined that the act or omission of which the action is based appears to be within the course and scope of employment and appears to have been performed or omitted in good faith.

31.2 The District Attorney shall determine as promptly as possible whether or not to tender the defense of the person submitting the request. Until the decision is made, the District Attorney shall take appropriate action to defend or otherwise protect the time of the person submitting the request to file a responsive pleading.

31.3 In any case in which the District Attorney determines not to defend, he shall give written notice to the person who requested the defense either:

(a) Ten (10) days before the date and answer of other responsive pleading must be filed with the court; or

(b) If the defense has been commenced, twenty (20) days before the time an application is made with the court to withdraw as the attorney of record.

31.4 At any time after the District Attorney has appeared in any civil action and commenced to defend any Association Member, the District Attorney may apply to any court to withdraw as the attorney of record for that person based upon:

(a) Discovery of any new material fact which was not known at the time the defense was tendered and which would have altered the decision to tender the defense;

(b) Misrepresentation of any material fact by the person requesting the defense, if that fact would have altered the decision to tender the defense if the misrepresentation had not occurred;

(c) Discovery of any mistake of fact which was material to the decision to tender the defense and which would have altered the decision but for the mistake;

(d) Discovery of any fact which indicates that the act or omission on which the civil action is based was not within the course and scope of employment or was wanton or malicious;

(e) Failure of the defendant to cooperate in good faith with the defense of the case; or

(f) If the action has been brought in a court of competent jurisdiction of this State, failure to name Employer as a party defendant, if there is sufficient evidence to establish that the civil action is clearly not based on any act or omission relating to the Association Member's employment.

31.5 If any court grants a Motion to Withdraw on any of the grounds set forth in subsection 4, Employer has no duty to continue to defend any person who is the subject of the Motion to Withdraw.

31.6 If Employer does not provide for the defense of an Association Member, and if it is judicially determined that the action arose out of an act or omission of that person during the performance of any duty within the course and scope of his employment and that his act or omission was not wanton or malicious, Employer shall be liable to that person for reasonable expenses in carrying on his own defense, including court costs and attorney's fees.

31.7 Employer may provide for the defense of any Association Member who is entitled to a defense from Employer by tendering the defense to an insurer who, pursuant to a contract of insurance, is authorized to defend the action.

31.8 At any time after a written request for defense is submitted to the District Attorney, the person requesting the defense may employ his own counsel to defend the action. At that time, Employer is excused from any further duty to represent that person and is not liable for any expenses in defending the action, including court costs and attorney's fees.

31.9 In any civil action brought against any Association Member in which a judgment is entered against him based on any act or omission relating to his employment, Employer shall indemnify him unless:

(a) The Association Member failed to submit a timely request for defense;

(b) The Association Member failed to cooperate in good faith in the defense of the action;

(c) The act or omission of the Association Member was not within the scope of his or her employment; or

(d) The act or omission of the Association Member was wanton or malicious.

Article 32 RULES AND REGULATIONS

32.1 Association Members shall comply with all grant- and contract-funding terms and conditions that apply to their positions.

32.2 Carson City's Administrative Policies and Procedures Manual ("City Policies") and the Carson City Fire Department Rules, Regulations, Standard Operating Procedures, General Orders, Directional Memorandums, and other policies ("CCFD Policies"), including the Carson City Fire Department Drug and Alcohol Free Workplace Policy ("CCFD Drug & Alcohol Policy"), in effect upon execution of this Agreement shall be incorporated herein. However, the Fire Chief shall have discretion to make, amend, or delete during the term of this Agreement, any rule, regulation or policy which is not a subject of mandatory bargaining. If any part of this Agreement conflicts with said City Policies or CCFD Policies, this Agreement shall supersede and govern. Both City Policies and CCFD Policies apply to Association Members, but when City Policies and CCFD Policies conflict such that one such policy cannot be followed without violating the other, CCFD Policies will govern.

32.3 Any amendment is effective the date of posting and all Association Members who are not on shift at the time of posting are bound by such policies at the end of the next shift those Association Members complete.

32.4 Any amendment of a City Policy or CCFD Policy which is a subject of mandatory bargaining must comply with the procedure set forth in Article 33.

32.5 If a City Policy or CCFD Policy is amended, added or deleted and the Association believes the change affects a subject of mandatory bargaining, the parties agree that the grievance process of Article 30 is applicable to resolve the question of whether the change is a change to a subject of mandatory bargaining.

Article 33 AMENDMENT PROCEDURE

This Agreement cannot be amended during its life unless the parties agree to do so in a written amendment.

Article 34 CORRECTIVE ACTION AND PERSONNEL FILES

34.1 Employer shall provide for implementation of a personnel file review system. Employer shall establish the right of any Association Member to review their personnel file upon request in the Human Resources Department. However, this right shall be limited to the individual Association Member to review his/her own personnel file. An Association Member may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the

Human Resources Director. Association Members are encouraged to place in their files any educational or other accomplishment that serves to recognize an achievement bearing on both the Association Member and the Employer. If an Association Member reviews his or her personnel file under this policy and believes that personnel file is inaccurate or misleading, the Association Member may prepare and present to the Human Resources Director a clarifying statement pertaining to the document in question for inclusion in the personnel file.

34.2 Corrective and Disciplinary Actions

An Association Member's failure to follow Employers rules and procedures, including those references in Article 32 and the terms and conditions of grants and contracts applicable to Association Members, is subject to discipline.

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline. No discipline shall be imposed except for just cause.

(a) Verbal Warnings

In a minor offense, a verbal warning may be given to an Association Member.

(b) Warning Letter

A letter of warning may be given to an Association Member, in relatively serious cases and/or as part of a progressive disciplinary process. A copy of the letter shall be filed with the Association Member's service record in the Human Resources Department and one copy shall be furnished to the Association Member. A letter of warning shall remain with an Association Member's service record for a period of 18 months, at which time the letter will be removed at the request of the Association Member. Further, after those 18 months, regardless of whether the letter of warning is actually removed, no further reference will be made to it for progressive discipline.

(c) Suspension Without Pay

Where the offense is a serious one, and/or as part of a progressive disciplinary process, the Employer may, on written notice suspend an Association Member from work, without pay, for a period not to exceed 30 calendar days, according to the gravity of the offense and the previous record of the Association Member concerned. A copy of the notice shall be filed with the Association Member's service record in the Human Resources Department, and one copy shall be furnished to the Association Member. A written notice of suspension will remain

in the Association Member's service record; however, after 18 months, if requested by the Association Member, the Fire Chief has the discretion (but not the obligation), to order that the notice of suspension for an Association Member be removed from his or her record.

(d) Demotion and Dismissal

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, the Fire Chief may demote or dismiss an Association Member for just cause.

(e) Specificity of Charges

All disciplinary actions, except verbal warnings, shall be given to an Association Member in writing, and shall state the date and nature of the offense, and the specific reason, rule, regulation, ordinance, law or policy violated. The written charge shall be signed by both the Fire Chief and the Association Member. However, the Association Member's signature does not constitute an admission of guilt, but merely an acknowledgment of receipt of the charge. Nothing in this section (or any other portion of Article 34.2) is intended to require, or prohibit, the written memorialization of any verbal warning.

(f) Dispute over Discipline

If there is any dispute between the Employer and the Association and/or an Association Member concerning the existence of good and sufficient cause for discipline, such dispute shall be adjusted as a grievance in accordance with Article 30 of this Agreement.

34.3 The Employer may use written counseling statements for the annual evaluation of the Association Member and such statements do not constitute discipline.

Article 35 SAVINGS CLAUSE

35.1 This Agreement is the entire agreement of the parties.

35.2 Except as provided in the Article governing Reservation of Rights, this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between Employer and Association.

35.3 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal law, Nevada Revised Statute or the Carson City Charter, the validity of the remaining provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

Article 36 RESERVATION OF RIGHTS

Any presently existing right or benefit established solely between Wildland Firefighters and Employer, whether monetary or otherwise, and whether created by prior contract, rule, regulation or policy, or established custom of the Carson City Fire Department, shall be retained unless such right or benefit is specifically modified or deleted by this Agreement or the grantor and/or contract document(s) funding the Wildland Firefighter positions.

Article 37 SAFETY AND HEALTH

37.1 Employer and Association have a Joint Safety Committee, established through a separate Collective Bargaining Agreement between Employer and Association concerning non-supervisory Fire Suppression, Fire Prevention, and BLS members ("Firefighter CBA").

37.2 Association Members wishing to bring the existence of some safety hazard to the Joint Safety Committee may do so through the Association. It is Association's sole responsibility to properly raise safety hazards communicated to Association by Association Members. Safety hazards raised by the Association, on behalf of Association Members, will be treated the same as safety hazards raised through the Firefighter CBA.

Article 38 COMMUNICABLE DISEASE

In the event an Association Member or his/her supervisor becomes aware of reasonable grounds to believe that the Member (1) has been exposed to a serious communicable disease in the course of duty, or (2) is the carrier of a serious communicable disease that could spread to co-workers or the public during the normal course of Member's duties, the Member shall be taken immediately to an emergency hospital or other appropriate medical provider for initial diagnosis and treatment with that initial visit paid for by the Employer. Any leave required under this Article will be provided through Article 23 or Article 24.

For the purposes of this Article, a communicable disease is deemed "serious" if the Centers for Disease Control or other reputable communicable disease authority recommends that post-exposure testing or treatment (including prophylaxis) be commenced within 48 hours of exposure.

Article 39 ADOPTION AND DURATION OF AGREEMENT

39.1 This Agreement shall become effective the first full pay period following ratification and execution by both parties and shall remain in effect until June 30, 2026 unless changed as provided herein.

39.2 Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, this Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, they shall notify the other party in writing of the article and/or section of the article that they desire to negotiate.

39.3 If either party desires to negotiate changes in any article or section of this contract, it shall give written notice to the other party of the desired changes before February 1st, of each year.

39.4 The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial Fact Finder at any time for his findings. The Fact Finder shall make recommendations on any unresolved issues.

39.5 If the parties have not reached an agreement within ten (10) working days after the Fact Finder's Report is served, all issues remaining in dispute shall be submitted to an arbitrator.

39.6 NRS Chapter 288 shall govern fact-finding and arbitration between the parties.

39.7 In the event that future agreements are not reached prior to July 1st of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1st of the year negotiations commenced.

Article 40 PROMOTIONAL VACANCIES

40.1 Vacancies

All promotional vacancies shall be filled by candidates that meet the minimum requirements of the position, as established by the Employer.

40.2 Notice

Notice of all promotional vacancies for Wildland Firefighters within the Carson City Fire Department shall be given to Association Members for a period of not less than 15 calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier.

Article 41 WAIVER OF AMBULANCE FEES.

Association Members and their dependents (husbands, wives, and children) will not be billed for any ambulance fees charged by the Carson City Fire Department which are not covered by insurance.

Article 42 LONGEVITY PAY

42.1 The Plan

(a) Each year as of July 1st, Association Members who have completed five (5) years of continuous service as Wildland Firefighters in the Carson City Fire Department are eligible to receive an additional ½% in longevity incentive pay, to be paid once a year, and calculated based on the Association Member's regular, annual salary rate (e.g. excluding overtime, incentive pay, and similar). For every additional year of continuous service after the fifth year, Association Members are eligible for an additional ½% per year up to a maximum potential longevity incentive pay benefit of 8%.

(b) Except as provided in this Article, an interruption in continuous service as a Wildland Firefighter with the Carson City Fire Department terminates the Association Members' eligibility for longevity pay, unless the interruption was due to a lay-off.

(c) Except as provided in this Article, no year(s) of service before the interruption may be counted in determining the Association Members' subsequent eligibility.

42.2 Association Members' Evaluation under the Plan

(a) An Association Members' performance must be rated "meets expectations" or better on the last performance evaluation for him/her to be eligible for additional pay pursuant to Section 42.1(a).

(b) If an Association Members' performance was not rated during the previous 12 months, his/her performance is assumed to be "meets expectations".

42.3 Dates of Payment and Eligibility

(a) Payment for longevity under this Article will be made the last pay day in July of each year.

42.4 Eligibility under Particular Circumstances

(a) An Association Member who is on leave without pay for an entire six-month period of qualification is not entitled to pay for longevity for that period.

(b) An Association Member who retires and applies for retirement or who dies during the annual qualifying period is eligible for longevity pay.

(c) An Association Member who is laid off and is rehired within one year from the date of lay off is eligible for pay for longevity he or she would have earned if he or she had not been laid off.

(d) If an Association Member who is eligible for military reemployment has been reemployed, the time during which he or she was not employed by the Employer because of his military service will be counted when determining the rate for longevity. The person is not eligible for payment for the time not employed by the Employer.

Article 43 MINIMUM TRAINING, LICENSING AND CERTIFICATION

43.1 All Association Members must acquire and continuously maintain all requisite certifications for their positions. All Association Members must have and maintain a valid driver's license, first aid and CPR certificates, the NWCG certificates listed in their job descriptions, and any other certificates or licenses required by the Fire Chief or the grants and/or contracts funding the Association Member's position.

If an Association Member fails to maintain the required certification or licensing as set forth above, he or she will be placed on administrative leave without pay for up to sixty (60) calendar days in order to obtain the certification or licensing. If he or she fails to obtain the certification after sixty (60) calendar days, he or she will be terminated.

The sixty (60) calendar days to cure a lapsed license or other required certificate shall not accrue when an Association Member is on approved FMLA leave. If an Association Member is on approved FMLA leave when the Association Member's driver's license or other required license or certificate lapses, the sixty (60) calendar days of unpaid leave to cure the lapsed license or certificate will not commence until the Association Member is no longer covered by approved FMLA leave. Similarly, if an Association Member begins approved FMLA leave after the sixty (60) calendar days have begun accruing, but before the expiration of those sixty (60) calendar days, the accrual of the sixty (60) calendar days of unpaid leave to cure the lapsed license or certificate will be tolled until the Association Member is no longer covered by approved FMLA leave. If an Association Member fails to secure a valid driver's license or other required license or certificate at the conclusion of sixty (60) calendar days, calculated as described above to ensure none

of those sixty (60) calendar days accrued during approved FMLA leave, the Association Member will be terminated.

43.2 Employer will provide Association Members the time and opportunity to complete all training necessary to maintain qualifications and certifications required under their job descriptions as well as current EMS certifications.

Article 44 TRANSFER OF OPERATIONS

The City agrees not to sell or convey or cause to sell or convey or otherwise transfer or merge its operations to or with a fire district as established under NRS 474 without first securing an agreement with the successor to (1) retain all existing bargaining unit personnel, without reductions of position or rank, and (2) assume all the terms and conditions of this Agreement, including the Employer's obligations under this Agreement until the Agreement has expired.

IN WITNESS WHEREOF, the City and the Association have caused this Agreement to be duly executed by their authorized representatives as follows:

CARSON CITY	**ASSOCIATION**
By:_____ Lori Bagwell, Mayor	By:_____ Bryon Hunt, President
Date:_____	Date:_____

Attest:

By:_____
William Scott Hoen, Clerk-Recorder

Appendix A SALARIES

Fiscal Year - 2023 - 2026

Rates:	Hourly Rate		Salary	
Position*	Bottom	Top	Bottom	Top
Wildland Fire Crew Member	$ **24.6615**	$ **27.3426**	$ **51,295.92**	$ **56,872.61**
Wildland Fire Equipment Oper	**29.5938**	**32.8112**	**61,555.10**	**68,247.30**
SR Wildland Fire Crew Member	**35.5619**	**39.4281**	**73,968.75**	**82,010.45**
Fuels Mngt Grants Admin	**36.2159**	**40.1532**	**75,329.00**	**83,518.60**

* Position Titles are subject to change.

3/21/2023

Hello Adam

Thanks for providing the updated Carson City wildland crew hourly rates for the NV Energy contract that we currently have with Carson City. NV Energy supports the increased hourly rate for the fire stand-by and fuels mitigation services that Carson City provides to NV Energy. The increased rates will be eligible for reimbursement starting on April 7,2023 if approved by the Carson City Board. NV Energy looks forward on working with Carson City on a new contract in the coming months.

Sincerely,

Mark Regan
Fire Chief/Fire Mitigation Specialist

Carson City
Fire Department



Notice of Rate Change: Personnel Rates for Hazardous Fuels Management

Carson City Fire Department

Fuels Management Services Overview

Personnel Costs Provided in Initial Proposal: On October 15, 2020, Carson City and Sierra Pacific Power Company d/b/a NV ENERGY ("NV Energy") entered into a Hazardous Fuels Management & Stand-by Services Contract expiring June 30, 2023 ("Contract"). That Contract incorporates Carson City's Hazardous Fuels Management & Stand-by Services Proposal for NV Energy ("Proposal"). The Contract and Proposal provide that the Carson City Fire Department ("CCFD") will provide services on a time and materials basis, with rates based on actual costs, which may differ from rates provided in the Proposal. The Proposal provided the following hourly rates for Wildland Fuels personnel reimbursement:

- Senior Crew Member $42.00/hr
- Equipment Operator $36.00/hr
- Crew Member $30.00/hr

Notice of Updated Personnel Costs: The Carson City Fire Department must increase its hourly rates for Wildland Fuels personnel reimbursement for the remainder of the Contract term, as follows:

- Senior Crew Member $55.00/hr
- Equipment Operator $49.00/hr
- Crew Member $39.00/hr

This rate change will take effect on the first full Carson City pay period following the adoption of a collective bargaining agreement which includes the personnel noted above. Therefore, the earliest anticipated date for these updates fees to go into effect is April 7, 2023.

MASTER SERVICES SHORT FORM CONTRACT
BETWEEN
NEVADA or SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY
AND
CARSON CITY FIRE DEPARTMENT
FOR
HAZARDOUS FUELS MANAGEMENT & STAND-BY SERVICES

Nevada Power Company d/b/a NV ENERGY and Sierra Pacific Power Company d/b/a NV ENERGY, both Nevada corporations, (collectively "Company"), having offices located at 6226 W. Sahara Avenue, Las Vegas, Nevada 89146, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, through the Carson City Fire Department, ("Contractor"), having its principal place of business at 777 S. Stewart Street, Carson City, NV 89701, enter into this Master Services Short Form Contract ("Contract"), meaning these terms and conditions, the Purchase Order, all documents incorporated by reference on the face of the Purchase Order or attached thereto (including without limitation statements of work, specifications or scope documents), and all exhibits and amendments to all such documents as of the date of execution by the Parties below ("Effective Date"). Company and Contractor individually may be referred to as a "Party" and collectively as "Parties."

BACKGROUND: The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code 14.02.005(B). This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, Contractor will provide Hazardous Fuels Management & Stand-by Services for Company in accordance with Carson City Municipal Code 14.02.005(B) and as more particularly described in the Contract. Contractor desires to perform the Services for Company and represents to Company that Contractor and its personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract will be administered by Contractor's Wildland Fuels Management Program.

The Contract consists of this Agreement, and all incorporated exhibits and attachments found in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy." Signing by both Parties' authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

IN WITNESS WHEREOF, execution by both Parties shall constitute the Effective Date of the Contract.

~~Nevada Or~~ Sierra Pacific Power Company
d/b/a NV ENERGY
"Company"

By (Signature)
~~<NAME>~~ Mark Regan
~~<Title>~~ Fire Mitigation Specialist/Fire Chief

10/15/2020
Date

Carson City, through the Carson City Fire Department
"Contractor"

By (Signature)
Sean Slamon
Fire Chief

10/15/2020
Date

1. **DEFINITIONS.** The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.

   (a) "Price" means the consideration to be paid by Company to Contractor as specified in the document entitled “Hazardous Fuels Management & Stand-by Services Proposal for NV Energy.”
   (b) “Purchase Order” or “PO” means the document which is used to engage Contractor to provide Work pursuant to the terms and conditions set forth in this Contract.
   (c) "Services" means the services to be provided or performed by Contractor under the Contract as specified in the document entitled “Hazardous Fuels Management & Stand-by Services Proposal for NV Energy.”
   (d) “Term” means period commencing upon the Effective Date and expiring June 30, 2023, unless earlier terminated as provided herein.
   (e) "Work" means all Services and Materials provided by Contractor as specified in Exhibit A, Scope of Work, and Exhibit B, Pricing Schedule, in the document entitled “Hazardous Fuels Management & Stand-by Services Proposal for NV Energy,” which is incorporated in this Contract.

2. **PURCHASE ORDERS.** At any time after this Contract is executed, Company may submit a PO to Contractor to request Work under this Contract. POs should be submitted to:

   Dave Ruben
   Battalion Chief
   777 S. Stewart Street
   Carson City, NV. 89701
   (775) 887-2210
   druben@carson.org

   A PO must, at a minimum, indicate which Work is requested, the location of the desired Work, any special requirements about the location or the Work, and include all of the information required by Section 7 as it relates to Company.

   Contractor will schedule and perform the Work upon request, taking into consideration Contractor’s public safety functions and obligations, unless a different time is agreed upon in writing by the Parties. Contractor will, in its sole discretion, supervise, manage, operate, control, and direct performance of the details of any Work.

   For emergency fuels management, stand-by requests, or other Work that is to be performed on an emergency basis or at a Company specified time, Contractor’s Work is complete when Contractor leaves the work site.

   For non-emergency fuels management, or other Work where the precise timing of performance is within Contractor’s discretion, Contractor shall notify Company when the Work is finished. For purposes of this Section, notice may be by formal notice under Section 7, informal notice by email to the contact person specified on the PO, or any other method of notice agreed upon by the Parties. Within 30 days after receipt of the notification, Company may inspect the Work and request that Contractor remedy deficiencies in the Work, if any. If Company does not request that Contractor remedy any deficiencies, the Work shall be deemed complete and accepted by Company 30 days after receipt of the notification.

3. **INVOICING.** Upon completion of the Work by Contractor, Contractor will submit an invoice to Company for payment. Each invoice Contractor submits for payment must contain, at a minimum, the following information:

(a) A valid Company PO number, including the leading zeros;
(b) The PO Revision Number, if applicable;
(c) The full name of Company personnel who requested the expenditure (to the extent available);
(d) Contractor's legal entity name and mailing address and the full name, title, and telephone number of its contact person;
(e) Contractor's remittance address if that address is different from its mailing address;
(f) A unique invoice number;
(g) Invoice date, its due date, and the terms of any early payment discount. Invoices for Work shall not have an invoice date that is more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
(h) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
(i) Tax shown as a separate line item, as applicable;
(j) A separate invoice line for miscellaneous charges;
(k) Total invoice amount and any supporting documentation; and
(l) To the extent applicable, signed lien waivers and releases from Contractor and all its subcontractors and suppliers in form and substance satisfactory to Company ("Lien Waivers").

Contractor shall submit invoices to the Company by either email or standard mail as follows:

- Email invoice to: APinvoice@nvenergy.com. The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
- Mail all invoices to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100, Reno, NV 89520-0024

Company may dispute any amounts on an invoice by providing Contractor notice of any disputed amount within 30 days of the date of the invoice. Contractor and Company agree to resolve any disputed amounts under the Dispute Resolution section of this Contract.

4. **PAYMENT.** Upon receipt of an invoice, Company will pay Contractor for Work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay the undisputed amount of an invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) days after Company and Contractor have resolved the dispute.

If Contractor or any subcontractor or supplier asserts or files a lien or claim against the Work or Company or any of its property, Company may set off the amount of that lien or claim against any amount Company or any of its affiliates owes Contractor.

If Company withholds any amount under this this Section, Company and Contractor may pursue any other right or remedy they may have. All of Company's and Contractor's rights and remedies under this Contract, any other PO or contract and laws are cumulative.

5. **TAXES.** Unless specifically stated otherwise on the face of the Purchase Order, the Price includes all taxes and duties arising out of Contractor's performance hereunder, including without limitation sales and use taxes, all import or export duties and value-added taxes, all of which shall be paid by Contractor. Contractor shall comply with all applicable laws and regulations governing such taxes and duties. In

the event Contractor fails to comply with such tax laws and regulations, Contractor shall indemnify Company against any liabilities including judgments, interest, penalties, costs and attorneys' fees incurred directly or indirectly by Company. Such indemnification shall exist for a period of two (2) years beyond the expiration date of the applicable statute of limitations period for governmental action to recover for nonpayment of taxes.

6. **RECORDS AND AUDIT.** Contractor shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right, after reasonable notice, to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by the Contract. Such documents shall be available for examination, audit and reproduction for four (4) years after completion or termination of the Contract.

7. **NOTICE.** Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail properly stamped with the required postage and addressed to the office of such representative. The Parties' designated representatives and addresses for purposes of notice shall be as set forth on the face of any Purchase Order. Either Party may change the name or address of the designated recipient of notices by delivery of written notice of such change as provided for in this Section.

   Banking Information Changes: Requested changes to Contractor's banking information must be independently verified with Contractor and may take 60 days or more to process. Company shall continue to use Contractor's previous banking information during the verification period unless an exception is approved by Contractor. Company shall not be liable for late fees or interest on any late or missed payments due to Contractor's requested changes that could not be reasonably verified by Company. Changes to Contractor information will be confirmed by Company with the following Contractor staff.

Contractor Chief Fiscal Officer:	Contractor Senior Manager:	Contractor Program Manager:
Dave Aurand	Name:	Dave Ruben
Business Manager	Title:	Battalion Chief
777 S. Stewart Street	777 S. Stewart Street	777 S. Stewart Street
Carson City, NV. 89701	Carson City, NV. 89701	Carson City, NV. 89701
(775)887-2210	(775)887-2210	(775)887-2210

Contractor website: www.carson.org

In the event that Contractor does not have additional staff, Company may seek other means necessary to verify the information with Contractor including, but not limited to, verifying Contractor's banking information via in person meeting or conference call between Company, Contractor and Contractor's authorized bank.

8. **CREDENTIAL REQUIREMENTS.** As its profession requires, Contractor represents and warrants that it has the proper credentials to perform the Work in the State of Nevada and is properly licensed, registered, or certified for the performance or provision of Work in the State of Nevada, and that any subcontractor is properly licensed, registered, or certified for its part of the Work.

9. **INSURANCE.** Contractor shall, prior to commencing any Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect Contractor from liability and claims for injuries and damages which may arise out of or result from the Work and for which Contractor may be legally liable, whether such operations are by Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall insure the risks associated with the Work and the Contract with the minimum coverages and limits as set forth below:

   (a) General liability insurance, with a combined $10 million single limit for each occurrence and $10 million in the annual aggregate;

   (b) Automobile liability insurance, with a combined $10 million single limit for each accident;

   (c) Workers compensation insurance or self-insurance per statutory requirements;

   Contractor shall provide a "Certificate of Insurance" showing compliance with the requirements set forth herein. Contractor shall include Company as an "Additional Insured" under all liability policies, stating that the insurance is primary with respect to Company's interest and that any liability insurance maintained by Company is excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on general liability, automobile liability and workers compensation coverage. Contractor shall notify Company immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work.

10. **INDEMNIFICATION.** 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 arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

11. **LIMITATIONS OF LIABILITY.** Contractor will not waive and intends to assert all available defenses and limitations contained in NRS Chapter 41. Company's indemnification obligations to Contractor for tort actions will also be limited by the amount set forth in NRS 41.035, unless Contractor's tort liability is not limited by NRS 41.035. Any claims by Contractor against Company shall be limited to the amount of the statutory limitations on liability available to Contractor.

    NEITHER PARTY SHALL BE LIABLE UNDER THIS CONTRACT FOR ANY LIQUIDATED, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

    The Parties agree that, in the event a Party is awarded attorney's fees against the other Party, for any reason arising out of this Contract, the rate applied to recoverable attorney's fees shall not exceed the rate of $125 per hour.

12. **SITE REGULATIONS.** Contractor, while performing Work at Company's designated work site, shall make itself aware of and adhere to any applicable Company work site regulations including without limitation environmental protection, loss control, dust control, safety and security. Company shall provide a copy of the regulations to Contractor. Company's regulations are not a part of this Contract.

13. **COMPLIANCE WITH LAWS REPRESENTATIONS.** Contractor represents and warrants: (i) that there are no agreements or arrangements that would prevent Contractor's performance hereunder; (ii) that it shall comply with all applicable local, state and federal laws.

Equal Opportunity Employer. Without limiting the generality of the foregoing, Contractor and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises), Executive Order 13665 (pay transparency) and the Small Business Act, as applicable.

14. SAFETY and COMPLIANCE. Contractor shall plan and direct the performance of Work in compliance with Contractor's applicable safety policies and shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with all applicable laws.

Contractor's Obligation to Report an Incident. Contractor must immediately report to the Company Project Manager any injury or illness, any vehicle-related incident, or any other near miss (collectively referred to in this provision as "incident") occurring during Work performance on the Company's Contractor Incident Report form.

Contractor's Obligation to Cooperate with Investigation. Contractor must fully cooperate with Company and any other agency investigating incidents that occur during Work performance, including interviews of Contractor's personnel.

15. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS. In case of a conflict in the provisions of this Contract, a PO, and the Exhibits to this Contract, the provisions in this Contract shall control, followed by the provisions in a PO, followed by the provisions in the Exhibits.

16. TERM AND TERMINATION

(a) Term: The term of this Contract begins upon the Effective Date and expires on June 30, 2023, unless earlier terminated as provided herein.

(b) Termination Without Cause: This Contract may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 90 calendar days from the date of service of the notice.

(c) Termination for Cause: Either party may terminate this Contract immediately (i) for failure to perform any material obligation under this Contract; (ii) for any representation that was materially false or misleading; (iii) the filing by or against either party of a proceeding under any bankruptcy or similar laws; or (iv) Contractor's repeated, willful or reckless violation of OSHA regulations, safety laws, or Company's safety requirements. A repeated violation exits when similar serious safety violations occur more than once within a three (3) year period, whether in connection with the Work or otherwise.

(d) Termination by Non-appropriation: Contractor may terminate its participation in this Contract effective immediately by providing written notice if for any reason the Contractor's funding source is not appropriated or is withdrawn, limited, or impaired. The Company will make reasonable efforts to ensure payment for services rendered by the Contractor. The Company shall agree to hold

the Contractor free from any charges or penalties except for those already incurred through the date of notice of cancellation.

(e) Termination of Agreement Due to Emergency or Exigent Circumstances: The Contractor may, at its discretion, terminate this Contract should it determine an emergency situation exists that requires the resources dedicated to NV Energy are otherwise needed in execution of its lawful, or statutory duties.

(f) Winding Up Affairs Upon Termination: 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.

17. COMMENCEMENT OF WORK. Contractor shall not commence any Work until the fully executed Contract is returned to the Contractor, and a PO is delivered to Contractor. Contractor shall not be compensated for Work performed prior to such time.

18. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall notify the other party in writing as promptly as is reasonable, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from NV Energy may be open to public inspection and copying. The Contractor has a legal obligation to disclose such information unless a particular record is made confidential by law. NV Energy may label specific parts of an individual document as "trade secret" or "confidential" in accordance with NRS 333.333, provided that NV Energy agrees to indemnify and defend the Contractor for honoring such a designation. The failure to so label any document that is released by the Contractor shall constitute a complete waiver of any and all claims for damages caused by any release of records. Upon Company's request, Contractor shall promptly return to Company all such materials and copies thereof.

20. RELATIONSHIP OF PARTIES. Contractor is an independent contractor, and shall have the sole right to supervise, manage, operate, control, and direct performance of the details of any Work under this Contract. Nothing herein shall be deemed to create an employment, partnership or agency relationship between Company and its employees, agents, or representatives and Contractor and its employees, agents, or representatives.

21. DISPUTE RESOLUTION. Each Party must attempt to resolve any dispute in good faith promptly by the Parties' appointed designated representatives. Each Party must provide to the other Party all information and documentation on which the party relies to substantiate its position in the dispute, excluding information and documents protected by the attorney-client or the attorney work product privileges or made confidential by federal confidentiality laws (e.g., HIPAA). If the Parties do not resolve a dispute through negotiation within thirty (30) days after one Party gives the other Party written notice of a dispute, then either Party may pursue all remedies available to it by law, subject to the limitations in this Section and this Contract.

22. GOVERNING LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Contract is governed by the laws of the State of Nevada. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Carson City, Nevada for the resolution of any dispute relating to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION

WITH THE CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

23. **ASSIGNMENT AND SUBCONTRACTING.** Neither Party shall assign this Contract without the prior written consent of the other Party. Contractor shall not subcontract the Work without the prior written consent of Company.

24. **NON-EXCLUSIVE RIGHTS.** Nothing in this Contract is to be construed as granting to Contractor an exclusive right to provide any or all of the Work anticipated herein. The use of Contractor for the Work is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Contractor.

25. **ENTIRE CONTRACT.** This Contract (as defined herein) constitutes the complete agreement between the Parties and supersedes and replaces all other terms and conditions contained in any offer, quotation, proposal or other written or oral correspondence, all of which are merged herein.

26. **WAIVER.** The failure of either Party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.

27. **SEVERABILITY.** If any part of this Contract is for any reason held to be unenforceable, the remaining parts shall continue to be enforceable.

28. **COUNTERPARTS.** The Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.

29. **AMENDMENTS; MODIFICATION.** Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract is binding upon the Parties unless the same is in writing and signed by the Parties.

30. **SURVIVAL.** The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, WARRANTIES, NO WARRANTY AGAINST INJURY OR PROPERTY DAMAGE, INDEMNIFICATION, CONFIDENTIALITY, WORK PRODUCT, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT; ORDER OF PRECEDENCE; WAIVER, SEVERABILITY, COUNTERPARTS, COMMENCEMENT OF WORK, and SURVIVAL.

31. **PROHIBITED VENDORS; CCPA COMPLIANCE**

Contractor may not use the services or products (including components parts and sub-assemblies) of any company identified by the US Government and/or regulatory authorities as a security threat in the provision of Work or Services to Company, either directly or via subcontractors. The current list of prohibited vendors includes Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, Da Jiang Innovations (DJI), AO Kaspersky Lab, ZTE, Equifax and Huawei Technologies Co. Ltd. If Contractor fails to abide by this requirement, Company will provide Contractor with notice and a 30-day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

For purposes of California Consumer Privacy Act, Company and Contractor acknowledge that Company is not selling any of Company's customer's personal information to Contractor. Rather, Company is providing customer's personal information (if any) strictly to further Company's business purposes.

32. CONTRACTOR PERSONNEL. If Contractor employs a former Company employee or has knowledge of a subcontractor to Contractor who employs a former Company employee, Contractor shall give Company at least 7 days' notice prior to that former Company employee being employed on a job at Company properties or assigned to work at Company properties.

33. NO WARRANTY AGAINST INJURY OR PROPERTY DAMAGE AFTER COMPLETION OF THE WORK. Nothing herein shall be construed to be a warranty, guarantee, or promise by Contractor that, by providing the Services or performing the Work hereunder, fires or any other event for which Services are being provided or Work is being performed under this Contract, or any injuries to persons or damages to property caused thereby, will be prevented. Notwithstanding any other provision of this Contract, Contractor shall not be held liable for any such fire or event once any Work or Services are accepted by Company. Notwithstanding the foregoing, Contractor is responsible for all Work or Services performed by Contractor and shall be liable for its negligent acts or willful misconduct in performance of the Work or Services. In any event, Contractor's liability under this Contract shall not exceed the liability limitations in NRS Chapter 41.

34. NO THIRD-PARTY RIGHTS CREATED. This Contract is solely for the benefit of the Parties. None of the provisions of this Contract, a Purchase Order, the Hazardous Fuels Management & Stand-by Services Proposal for NV Energy, or any other document or exhibit shall create any right in or benefit to any other persons or entities or members of the general public, or grant anyone not a Party to this Contract any right to maintain any suit, including for personal injuries or property damage, under the terms or provisions of this Contract.

35. AUTHORITY TO SIGN. The Parties represent and warrant that the person executing this Contract on behalf of each respective Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the Work set forth herein.

(*There are no other provision of this Contract after the preceding section.*)

Carson City
Fire Department



Hazardous Fuels Management & Stand-by Services Proposal for

NV Energy

EXHIBIT A
SCOPE OF WORK

Carson City Fire Department ("CCFD" or "Contractor") will conduct the hazardous fuels management and stand-by services described in this Scope of Work for NV Energy ("NV Energy" or "Company") and on a "time and materials basis" in amounts set forth in Exhibits B and C. Company, and Contractor individually may be referred to as a "Party" and collectively as "Parties."

The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code ("CCMC") 14.02.005(B). This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, CCFD will provide Hazardous Fuels Management Services for the Company in accordance with CCMC 14.02.005(B). Services to be performed by CCFD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, within NV Energy service territory to reduce fire hazards and create combustible free space, as well as stand-by services when NV Energy is engaged in high fire risk activities as follows:

1. CCFD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within company's electric service territory and electrical assets including, without limitation, powerline right of ways (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans, Authority Having Jurisdiction fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs.

2. CCFD will provide National Wildfire Coordinating Group 310-1 qualified stand-by and stand-by resources as requested when NV Energy is engaged in high fire risk activities. Additionally, CCFD may provide qualified resources to conduct wildland training to other field personnel. The following resources may be made available at the discretion of CCFD: 10-person suppression modules, 5-person squads, engines (Type III/V/VI), dozers/heavy equipment, and/or single resource personnel (i.e. fire line supervisors, Incident Management Team members, etc.).

3. CCFD will employ one Wildland Fuels Management Officer to work as a liaison/project coordinator with NV Energy. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work.

4. NV Energy and CCFD will meet and confer in preparing a schedule of projects to be performed. CCFD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and "sign off" on the project when it is accepted. CCFD will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. There is no warranty or liability by CCFD for the work performed after NV Energy's "sign off," and CCFD does not waive the liability limitations in NRS Chapter 41.

5. CCFD will perform the work on a "time and materials basis" and may start or stop work at its discretion.

6. Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Contract, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

EXHIBIT B
PRICING SCHEDULE

2020 BILLING RATES

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

APPARATUS RATES

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below include personnel costs.

1. Structure Engine - Type I $418.00/hr.
2. Brush Engine - Type III $322.00/hr.
3. Water Tender $265.00/hr.
4. Patrol Truck – Type V/VI $322.00/hr.
5. Skid Steer Masticator (Wet) $220.00/hr. (Includes Fuel)

CITY or CCFD Owned Vehicles:
Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below do not include personnel costs.

6. Command Vehicle-sedan $45.00/day plus IRS rate per mile
7. Pickup (½ ton and below) $55.00/day plus IRS rate per mile
8. Pickup (3/4 ton and above), SUV, Ranger UTV $80.00/day plus IRS rate per mile
9. Privately Owned Vehicle IRS rate per mile
10. Equipment Chase Truck $96.00/day plus IRS rate per mile

PERSONNEL RATES

All personnel are charged consistent with the Department's current labor agreements and/or resolutions as approved by the Board. Backfill (for 56-hour personnel only) personnel and their invoice amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

1.	Chief Officer	$92/hr
2.	Captain	$60/hr
3.	Pump operator/Driver	$54/hr
4.	Firefighter/Paramedic	$54/hr
5.	Firefighter	$49/hr
6.	Investigator/Inspector	$69/hr
7.	Wildland Fire Crewmember	$30/hr
8.	Wildland Fire Equipment Operator	$36/hr
9.	Senior Wildland Fire Crewmember	$42/hr

BILLING ADDRESS

Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701

CONTACT INFORMATION

Sean Slamon, Fire Chief
(775) 283-7722

Dave Ruben, Battalion Chief
(775) 283-7153

Dave Aurand, Business Manager
(775) 283-7875

Administrative Office
(775) 887-2210

DUNS NUMBER

073787152

TAX ID NUMBER

EIN # 88-6000189

STATION LOCATIONS

Career Stations

Station 51 - 777 South Stewart Street, Carson City, Nevada 89701
Station 52 - 2400 East College Parkway, Carson City, Nevada 89706
Station 53 - 4649 Snyder Avenue, Carson City, Nevada 89701
Station 54 – 2222 West College Parkway, Carson City, Nevada 89703

Agenda Item No: 15.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 106, a proposed ordinance repealing provisions governing certain common open space development in Carson City. (Hope Sullivan, hsullivan@carson.org)

Staff Summary: This is the second reading of a proposed ordinance which, if adopted, will repeal chapter 17.10 of the Carson City Municipal Code ("CCMC") in its entirety, thereby removing provisions governing certain common open space development in Carson City.

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

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Proposed Motion
I move to adopt, on second reading, Bill No. 106, Ordinance No. 2023 -_____.

Board's Strategic Goal
Efficient Government

Previous Action
March 16, 2023 (Item 14A): The Board of Supervisors ("Board") introduced the ordinance on first reading.

March 3, 2023 (Item 5A): During the joint work session meeting of the Board and the Planning Commission, the District Attorney's Office was directed to work with Community Development Department staff to take appropriate legal action to implement the immediate suspension of CCMC chapter 17.10 with the intended purpose of repealing those provisions as soon as possible.

Background/Issues & Analysis
Pursuant to direction from the Board and the Planning Commission during their joint meeting on March 3, 2023, this proposed ordinance repeals CCMC chapter 17.10 in its entirety. Because a full repeal of CCMC chapter 17.10 was feasible and able to be prepared in time for the first meeting of the Board of Supervisors following the joint meeting on March 3, 2023, a temporary suspension of the application of that chapter by way of a moratorium was unnecessary. As introduced, this ordinance: (1) removes all local regulatory provisions currently set forth in CCMC chapter 17.10 and which govern certain common open space development; (2) makes conforming changes to CCMC 17.17.050; and (3) provides that any application that is filed before the effective date of this ordinance pursuant to CCMC 17.10.015 for open space development under the provisions proposed to be repealed is deemed to be denied by the Planning Commission unless the application was filed before March 3, 2023, the date on which the joint meeting of the Board of Supervisors and the Planning Commission was held and when direction was given to suspend and/or repeal CCMC chapter 17.10.

On March 16, 2023, when introducing the ordinance on first reading, the Board of Supervisors gave direction - upon recommendation from the District Attorney's Office - to amend the ordinance by including an additional

transitory provision in Section IV of the draft to expressly provide that the disposition of any application for common open space development that was filed before March 3, 2023, would be controlled by the applicable sections of CCMC chapter 17.10 as they existed before the repeal of those provisions by this ordinance. This updated ordinance reflects that change.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapters 244; Article 2 of the Carson City Charter

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
Do not adopt the proposed ordinance on second reading, modify the proposed ordinance and/or provide alternative direction.

Attachments:
Ord_2023_ch_17.10_repeal_second_reading (2).docx

Board Action Taken:

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

_____
(Vote Recorded By)

Summary: an ordinance repealing provisions governing certain common open space development in Carson City.

BILL NO. 106

ORDINANCE No. 2023 - _____

AN ORDINANCE RELATING TO LAND USE PLANNING; REPEALING PROVISIONS GOVERNING CERTAIN COMMON OPEN SPACE DEVELOPMENT IN CARSON CITY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

That Title 17 (DIVISION OF LAND, SUBDIVISION OF LAND), Chapter 17.10 (COMMON OPEN SPACE DEVELOPMENT) is hereby repealed as follows:

Chapter 17.10 [**~~– COMMON OPEN SPACE DEVELOPMENT~~**] **Repealed. (Editor's note: Ord. No. 2023 - , § I, adopted , 2023, repealed CCMC chapter 17.10 – COMMON OPEN SPACE DEVELOPMENT.)**

SECTION II:

That Title 17 (DIVISION OF LAND, SUBDIVISION OF LAND), Chapter 17.17 (RESIDENTIAL CONDOMINIUMS), Section 17.17.050 (Amenities) is hereby amended (**bold, underlined** text is added, [~~stricken~~] text is deleted) as follows:

17.17.050 - Amenities.

Condominium projects should comprise a comprehensive, integrated design which provides open space and the amenities associated with [~~Chapter 17.10 of~~] this title and the Carson City design standards, Divisions 1 and 3. All owners of units in a condominium project shall have an undivided ownership interest in the common areas and amenities. All amenities of a condominium project and the provision of limited common elements shall be subject to special use permit review at the time of conversion or prior to new project construction or project expansion, except where an established association makes minor additions or modifications to a project area that has been previously approved.

SECTION III:

That no other provisions of the Carson City Municipal Code are affected by this ordinance.

SECTION IV

1. Notwithstanding any other provision of CCMC, an application filed before the effective date of this ordinance pursuant to CCMC 17.10.015, as that section existed before the effective date of this ordinance, shall be deemed to be denied by the Planning Commission unless the application was filed before March 3, 2023.

2. The amendatory provisions of this ordinance repealing chapter 17.10 of CCMC do not apply to an application filed before March 3, 2023, and the disposition of such an application must be controlled by the applicable sections of CCMC as they existed before the effective date of this ordinance.

PROPOSED on _____, 2023.

PROPOSED by _____.

PASSED on _____, 2023.

VOTE: AYES: SUPERVISORS: _____

_____

_____

_____

_____

NAYS: SUPERVISORS: _____

_____

_____

Lori Bagwell
Mayor

ATTEST:

_____

William Scott Hoen
Clerk-Recorder

This ordinance shall be in force and effect from the 9th day of the month of April of the year 2023.

TEXT OF REPEALED SECTIONS

[~~**17.10.005 - Purpose.**~~

~~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.~~

~~**17.10.010 - Applicability.**~~

~~Common open space development may be allowed in any residential zoning district.~~

~~**17.10.015 - Applications.**~~

~~If the provisions of this chapter are utilized, the application and process for a tentative subdivision map, as provided in Title 17 of the CCMC, shall be utilized and state that a common open space development is proposed.~~

~~**17.10.020 - Non-residential uses.**~~

~~Non-residential uses that serve the residents of a common open space development may be allowed provided they are allowed by, and meet the requirements of Chapter 18.04 (Use Districts) and are designed to be an integral part of the project.~~

~~**17.10.025 - Density and intensity standards.**~~

~~1. Residential. The total number of dwelling units in the proposed common open space development shall not exceed the total number of dwelling units allowed by the underlying zoning district(s). The gross site area may include more than 1 parcel and it is not mandatory that the parcels be contiguous, although they must be located in the same geographical vicinity, as determined by the director.~~
~~2. Non-Residential. The total amount of non-residential space shall not exceed the amount of space allowed by Title 18 (Use Districts). The amount of non-residential space may be further restricted if the commission finds that such restriction is necessary to preserve the primary residential character of the development.~~

3. General. All development shall comply with the height standards in Title 18, (Use Districts) for the zoning district of the property.

17.10.030 - Lot and yard standards.

The minimum lot size, lot width, and setback requirements applicable to the base zoning district may be reduced for better utilization of the land and to produce a housing environment of stable and desirable character consistent with the objectives of this chapter and the master plan, or as an alternative, typical building envelopes shall be shown on the tentative subdivision map or parcel map.

1. Minimum Lot Area.

   a. Within the SF1A, MH1A and SF2A zoning districts, a lot may be reduced to no less than 33 percent of minimum lot size allowed by the applicable zoning district.
   b. Within the SF5A, CR and A zoning districts, a lot may be reduced to no less than three acres.
   c. Within all other underlying zoning districts there is no minimum required lot area.

2. Minimum lot width and setbacks within the SF1A, MH1A, SF2A, SF5A, CR and A underlying zoning districts shall be established as part of the tentative map approval in accordance with the following table:

	Minimum Setbacks				
Lot Size	Minimum Lot Width	Front	Side	Street Side	Rear
2 acres or larger	200 ft.	50 ft.	20 ft.	20 ft.	30 ft.
1 acre up to 2 acres	120 ft.	30 ft.	15 ft.	20 ft.	30 ft.
Less than 1 acre	80 ft.	20 ft.	10 ft.	15 ft.	20 ft.

3. Except as provided in subparagraph 2 above, there are no minimum lot width or internal setback requirements provided that a minimum of 10 feet between structures is maintained. All applicable internal setback requirements shall be established as part of the tentative map approval.
4. Project periphery boundary setbacks shall be those established for yard areas by the underlying zoning district.
5. All setbacks shall meet minimum building and fire code requirements.

17.10.035 - Site analysis to determine common open space and lot size variations.

A site analysis showing development opportunities and constraints shall be prepared as a key consideration, along with the project design objectives, to determine the total area covered by lots and roads, lot areas and the total area to be designated as common open space. The site

analysis shall include information and maps, including a site opportunities and constraints map, describing all significant physical and contextual features or factors which may affect the development of the property. The elements of the site analysis shall include, as a minimum, the following information:

1. Location Map. A general location map providing the context of location and vicinity of the site.
2. Land Use and Zoning. Current and planned land use and adopted zoning on the site and adjacent adopted zoning and current, planned and approved, but unbuilt land uses.
3. Existing Structures. A description of the location, physical characteristics, condition and proposed use of any existing structures.
4. Existing Vegetation. A description of existing vegetation, including limits of coverage, and major tree sizes and types. In the instance of heavily wooded sites, typical tree sizes, types and limits of tree coverage may be substituted.
5. Topography. An analysis of slopes on the site, and adjacent to the site, using a contour interval of 5 feet, or at a contour interval appropriate for the site and agreed to by the director, identifying areas with 15 percent or greater slope, areas with 33 percent or greater slope and areas identified as "skyline" on the adopted Carson City skyline map.
6. Soil. An analysis of the soil characteristics of the site using Soil Conservation Service (SCS) information.
7. Natural Drainageways. Identification of natural drainageways on and adjacent to the site.
8. Wetlands and Water Bodies. Identification of existing or potential wetlands and water bodies on the site.
9. Flood Hazards. Identification of existing and potential flood hazards using Federal Emergency Management Agency (FEMA) information.
10. Seismic Hazards. Identification of seismic hazards on and/or near the site, including location of any Halocene faults.
11. Easements. A description of the type and location of any easements, public and/or private, on the site.
12. Utilities. A description of existing or available utilities, and an analysis of appropriate locations for water, power, sanitary sewer and storm water sewer facilities.
13. Appropriate Access Points. An analysis of appropriate access points based upon existing and proposed streets and highways and site opportunities and constraints.

17.10.040 - Roads.

To the extent possible, common roads and driveways shall be used for access. The roads shall be aligned to follow natural features and topography.

17.10.045 - Parking.

The parking requirements of Division 2, Parking and Loading, of the development standards shall apply.

~~17.10.046 - Open Space.~~

~~A minimum of 250 square feet of open space per dwelling unit shall be provided, which may include private open space and/or common open space subject to the following provisions.~~

1. ~~Private Open Space. Private open space may include private yard areas with no dimension less than 15 feet.~~
2. ~~Common Open Space. Common open space may include common areas with no dimension less than 25 feet and:~~

   a. ~~Shall serve those lots developed with less than the minimum per lot open space requirement; and~~
   b. ~~At least 100 square feet of common open space per residential unit shall be designed for recreation, which may include but not be limited to picnic areas, sports courts, a softscape surface covered with turf, sand or similar materials acceptable for use by young children, including play equipment and trees, with a slope of 5 percent or less.~~

~~17.10.050 - Conditions of approval.~~

~~Provisions for the common open space development shall be conditioned upon approval of the tentative subdivision or parcel map and shall, at a minimum, include the following:~~

1. ~~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.~~

2. ~~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.~~
3. ~~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.~~
4. ~~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.~~]

Agenda Item No: 15.B

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a request from Carson City ("Applicant") to adopt, on second reading, Bill No 104, an ordinance amending the zoning map to change the zoning from Limited Industrial ("LI") and Single-Family 1 Acre ("SF1A") to Single-Family 6,000 ("SF6") for Assessor's Parcel Number ("APN") 010-061-87; from SF1A to SF6 for the southern, approximately 4.5 acres of APN 010-061-84 addressed at 1601 Fairview Drive; and from LI to SF6 for the northern, approximately 9.7 acres of APN 010-061-76 addressed at 1700 Colorado Street. (Heather Ferris, hferris@carson.org)

Staff Summary: Through the annual review of the Master Plan and Zoning Map, the Board of Supervisors ("Board") and staff have identified the subject parcels as appropriate for consideration of mapping corrections. The proposed zoning map amendment will create consistency with the underlying master plan for the subject parcels. The parcels are located south of Fairview Drive, north of Colorado Street, and east of S. Saliman Road. The Board of Supervisors introduced this ordinance, on first reading, at the March 2, 2023 meeting.

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

---

Proposed Motion

I move to adopt, on second reading, Bill No. 104, Ordinance No. 2023-_____.

Board's Strategic Goal

Quality of Life

Previous Action

March 2, 2023 (Item 14A): The Board introduced the ordinance by a vote of 4 - 1, 0 absent.

January 25, 2023 (Item 6F): The Planning Commission recommended approval by a vote of 7 - 0, 0 absent, 0 abstention.

December 20, 2022 (Items 14F, 14H and 14J): The Planning Commission considered three separate master plan amendments and zoning map amendments for the subject parcels. Following discussion, at the meeting, the Commission continued the items to the January 25, 2023, meeting.

Background/Issues & Analysis

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the master plan implementation activities and reviewed and made a recommendation to the Board on the Master Plan Action Plan and other master plan related matters. At its meeting of January 20, 2022, the Board accepted the

2021 Master Plan report from the Planning Commission and identified the subject parcels as appropriate for consideration of mapping corrections.

The Planning Commission considered three separate master plan amendments and zoning map amendments for the subject parcels at their December 20, 2022, meeting; however, following discussion at the meeting, the Commission continued the items to the January 25, 2023 meeting.

The subject parcels are in an area with a mix of uses including residential, warehousing, personal storage, office space and retail.

APN 010-061-87 is located at the northeast corner of S. Saliman Road and Colorado Street. The parcel is currently vacant and has a split master plan designation of MUC and MDR and split zoning of LI and SF1A. The zoning and master plan are not consistent with one another.

APN 010-061-84 is located at 1601 Fairview Drive. The parcel is currently developed with office, warehouse, and storage uses. There is a split master plan designation of MUC and MDR and a split zoning of LI and SF1A. The zoning and master plan are not consistent with one another.

APN 010-061-76 is located at 1700 Colorado and is developed with a manufactured home park. The master plan designation is MDR and there is a split zoning of LI and SF6. The existing zoning and master plan are not consistent with one another nor are they consistent with the existing use of a manufactured home park. The manufactured home park was approved in 1985. At that time the property was zoned LI and SF6 as well and the zoning code allowed for a mobile home park in these zoning districts subject to a special use permit. Since that time, the zoning code has changed making this a non-conforming use.

During the January 25, 2023 Planning Commission meeting, the Planning Commission considered a master plan amendment along with a zoning map amendment to Mixed Use Commercial and General Commercial across all three parcels. However, after hearing from members of the public regarding concerns with increased traffic from additional commercial uses in the area, the Planning Commission determined that the existing master plan designations make sense for the area and recommended no change to the master plan. Additionally, because the Planning Commission did not recommend a change to the master plan, the Planning Commission recommended zoning for each parcel which is consistent with the existing underlying master plan.

The Planning Commission recommended the following zoning map amendment:

- From LI and SF1A to SF6 for APN 010-061-87 located at the northeast corner of S. Saliman Road and Colorado Street;

- From SF1A to SF6 for the southern, approximately 4.5 acres of APN 010-061-84 addressed at 1601 Fairview Drive; and

- From LI to SF6 for the northern, approximately 9.7 acres of APN 010-061-76 addressed at 1700 Colorado Street.

Please refer to the attached staff report to the Planning Commission dated January 25, 2023.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; 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 adopt the ordinance and/or provide alternative direction to staff.

Attachments:
ZA-2023-0008 Ord.- 2nd Reading.doc

MPA-2023-0007 ZA-2023-0008 (Fairview and Colorado)_SR.docx

Board Action Taken:

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

_____
(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. 104
ORDINANCE NO. 2023-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM LIMITED INDUSTRIAL ("LI") AND SINGLE-FAMILY 1 ACRE ("SF1A") TO SINGLE-FAMILY 6,000 ("SF6") FOR ASSESSOR'S PARCEL NUMBER ("APN") 010-061-87 LOCATED ON THE NORTHEAST CORNER OF S. SALIMAN ROAD AND COLORADO STREET; FROM SINGLE-FAMILY 1 ACRE ("SF1A") TO SINGLE-FAMILY 6,000 ("SF6") FOR THE SOUTHERN, APPROXIMATELY 4.5 ACRES OF APN 010-061-84 ADDRESSED AT 1601 FAIRVIEW DRIVE; AND FROM LIMITED INDUSTRIAL ("LI") TO SINGLE-FAMILY 6,000 ("SF6") FOR THE NORTHERN, APPROXIMATELY 9.7 ACRES OF APN 010-061-76 ADDRESSED AT 1700 COLORADO STREET.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor's Parcel Numbers ("APNs") 010-061-76; 010-061-84; AND 010-061-87, located south of Fairview Drive, north of Colorado Street, and east of S. Saliman Road, 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 designations from Limited Industrial ("LI") and Single-Family 1 Acre ("SF1A") to Single-Family 6,000 ("SF6") for Assessor's Parcel Number ("APN") 010-061-87; from Single-Family 1 Acre ("SF1A") to Single-Family 6,000 ("SF6") for the southern, approximately 4.5 acres of APN 010-061-84 addressed at 1601 Fairview Drive; and from Limited Industrial ("LI") to Single-Family 6,000 ("SF6") for the northern, approximately 9.7 acres of APN 010-061-76 addressed at 1700 Colorado Street. After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on January 25, 2023, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 7 ayes and 0 nay 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 designation from from Limited Industrial ("LI") and Single-Family 1 Acre ("SF1A") to Single-Family 6,000 ("SF6") for Assessor's Parcel Number ("APN") 010-061-87; from Single-Family 1 Acre ("SF1A") to Single-Family 6,000 ("SF6") for the southern, approximately 4.5 acres of APN 010-061-84 addressed at 1601 Fairview Drive; and from Limited Industrial ("LI") to Single-Family 6,000 ("SF6") for the northern, approximately 9.7 acres of APN 010-061-76 addressed at 1700 Colorado Street, 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 2nd day of March 2023.

PROPOSED BY Supervisor Giomi

PASSED on the _____ day of _____ 2023.

VOTE: AYES: _____

_____

_____

_____

_____

NAYS: _____

_____

ABSENT: _____

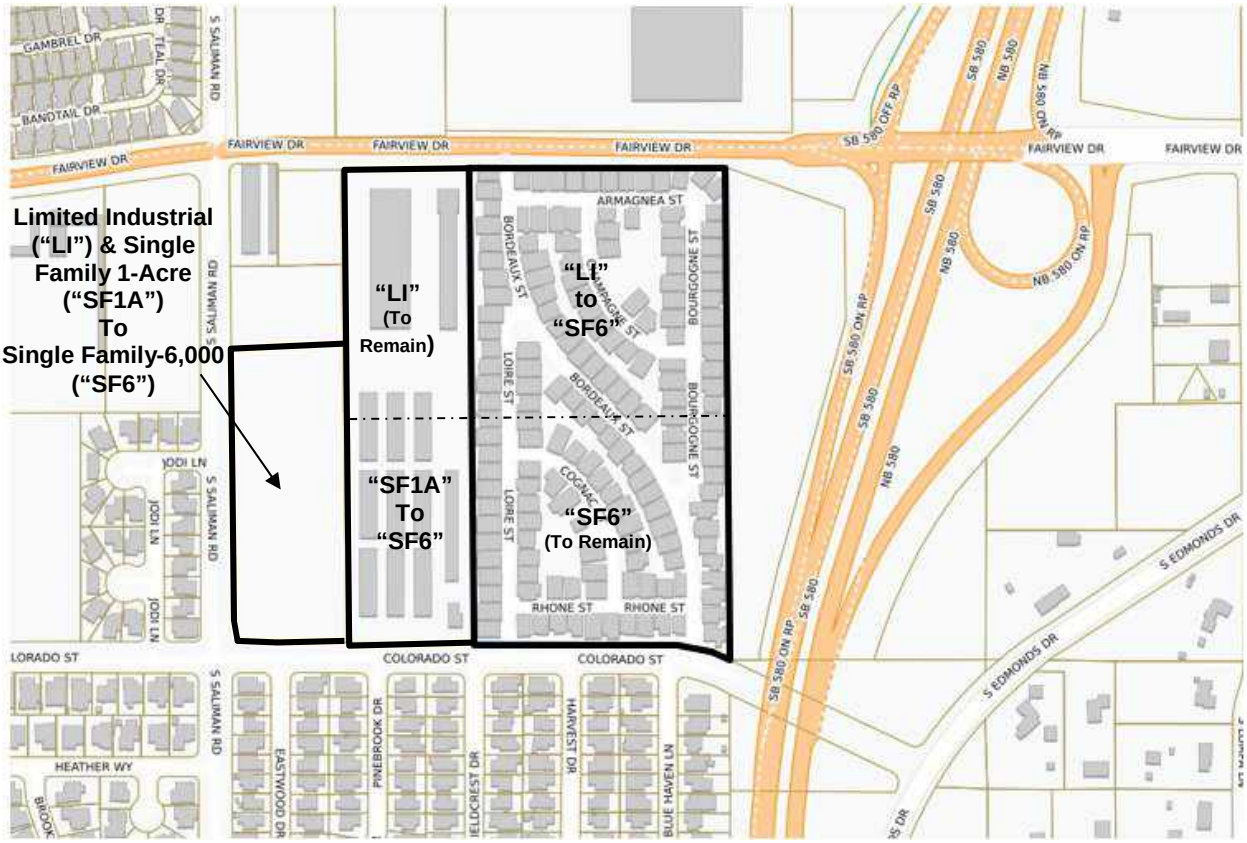
_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____, 2023.

Attachment A



STAFF REPORT FOR PLANNING COMMISSION MEETING OF JANUARY 25, 2023

FILE: MPA-2023-0007 & ZA-2023-0008 **AGENDA ITEM: 6.E & 6.F**

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE:

MPA-2023-0007 For Possible Action: Discussion and possible action regarding a request from Carson City ("Applicant") for the adoption of a resolution approving a master plan amendment and recommending approval of the amendment to the Board of Supervisors ("Board") to change the master plan designation from Mixed-Use Commercial ("MUC") and Medium Density Residential ("MDR") to MUC for three parcels located south of Fairview Drive, north of Colorado Street, and east of S. Saliman Road, Assessor's Parcel Numbers ("APNs") 010-061-76, 010-061-84, and 010-061-87. (Heather Ferris, hferris@carson.org).

Staff Summary: Through the annual review of the Master Plan and Zoning Map, the Board and staff have identified the subject parcels as appropriate for consideration of a mapping correction. These were before the Planning Commission for consideration as three separate Master Plan Amendments (MPA-2022-0502; MPA-2022-0499; and MPA-2022-0496) at their December 20, 2022 meeting and continued the items to the January 25, 2023 meeting. The recommendations have been consolidated and modified based on the discussions at December 20, 2022 meeting. The requested master plan amendment is being made concurrently with the request for a zoning map amendment (ZA 2023-0008).

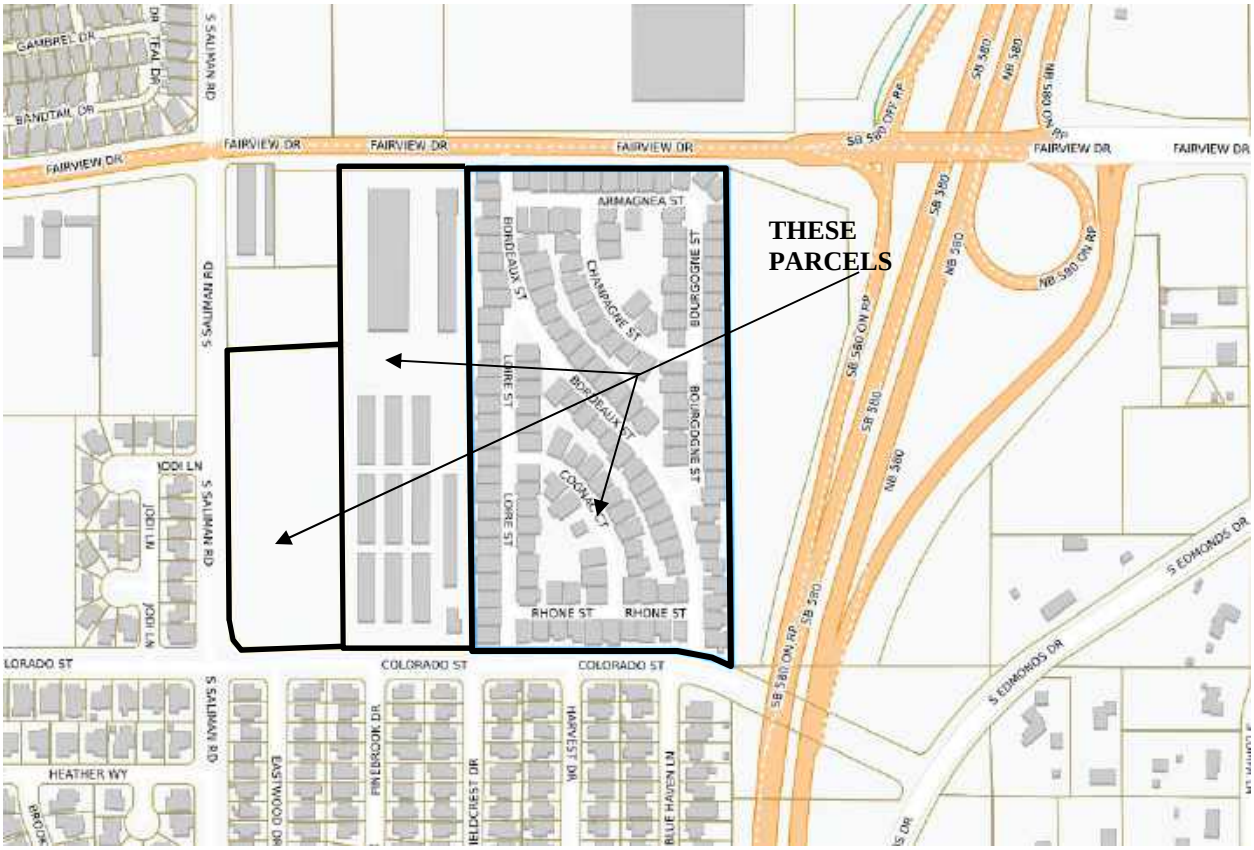
ZA-2023-0008 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors ("Board") concerning a request from Carson City ("Applicant") for a proposed ordinance amending the zoning map to change the zoning from Limited Industrial ("LI"), Single-Family 1-Acre ("SF1A") and Single-Family 6,000 ("SF6") to General Commercial ("GC") for three parcels located south of Fairview Drive, north of Colorado Street, and east of S. Saliman Road, Assessor's Parcel Numbers ("APNs") 010-061-76, 010-061-84, and 010-061-87. (Heather Ferris, hferris@carson.org).

Staff Summary: Through the annual review of the Master Plan and Zoning Map, the Board and staff have identified the subject parcels as appropriate for consideration of a mapping correction. These were before the Planning Commission for consideration as three separate Zoning Map Amendments (ZA-2022-0500; ZA-2022-0495; and ZA-2022-0494) at their December 20, 2022 meeting and continued the items to the January 25, 2023 meeting. The recommendations have been consolidated and modified based on the discussions at December 20, 2022 meeting. The requested zoning map amendment is being made concurrently with the request for a Master Plan Amendment (MPA-2023-0007).

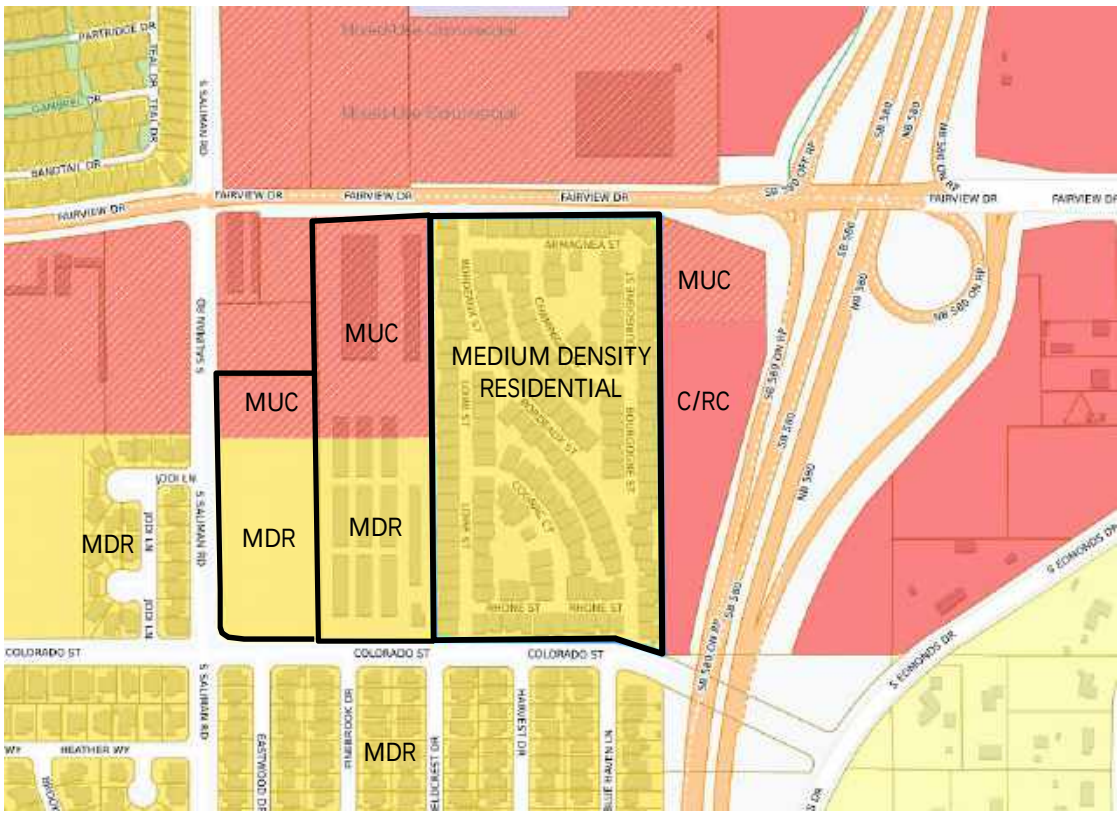
MASTER PLAN AMENDMENT RECOMMENDED MOTION: "I move to adopt resolution number 2023-PC-R-1."

ZONING MAP AMENDMENT RECOMMENDED MOTION: "I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2023-0008 as presented."

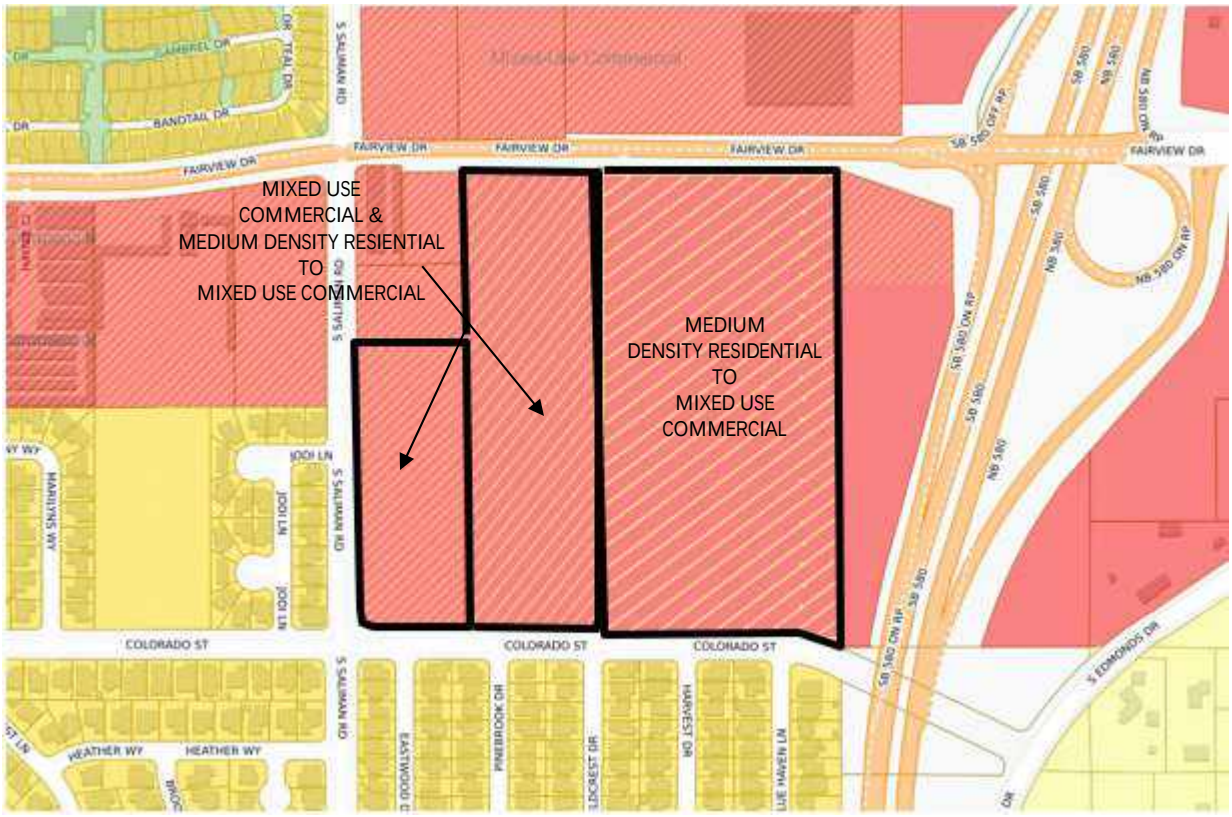
VICINITY MAP:



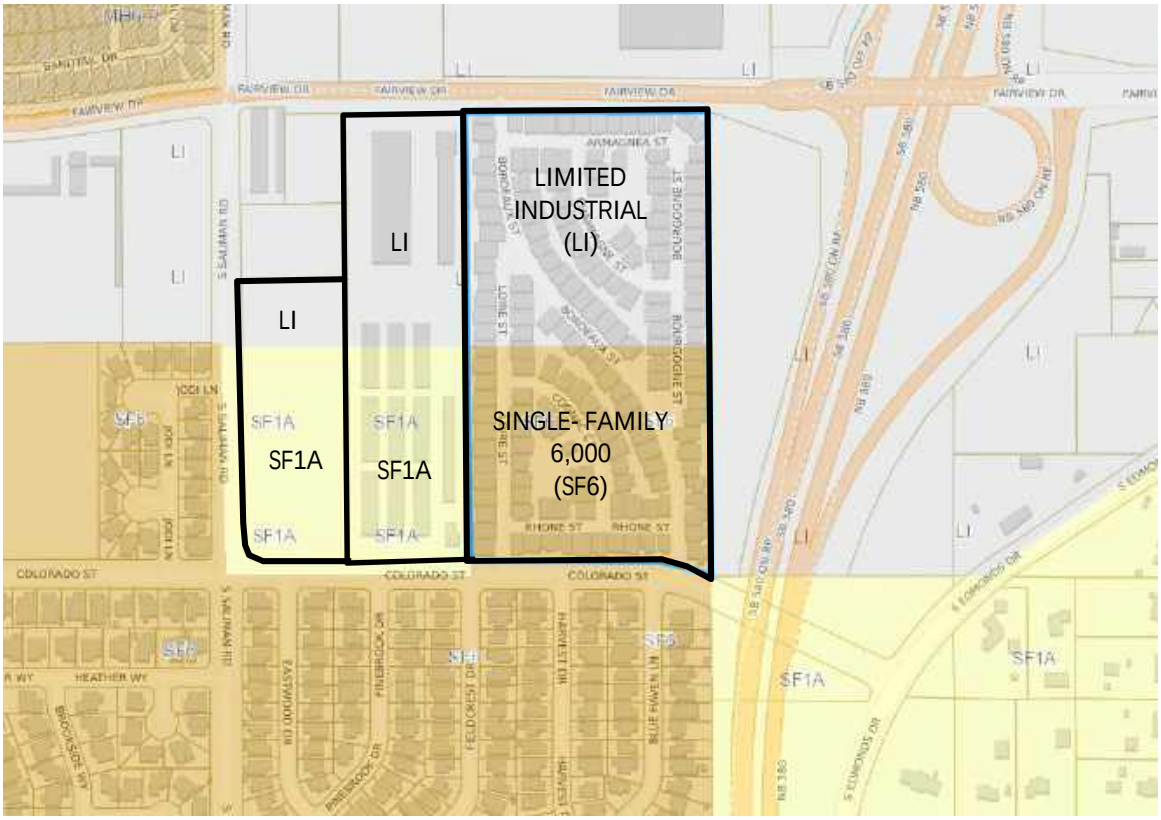
EXISTING MASTER PLAN



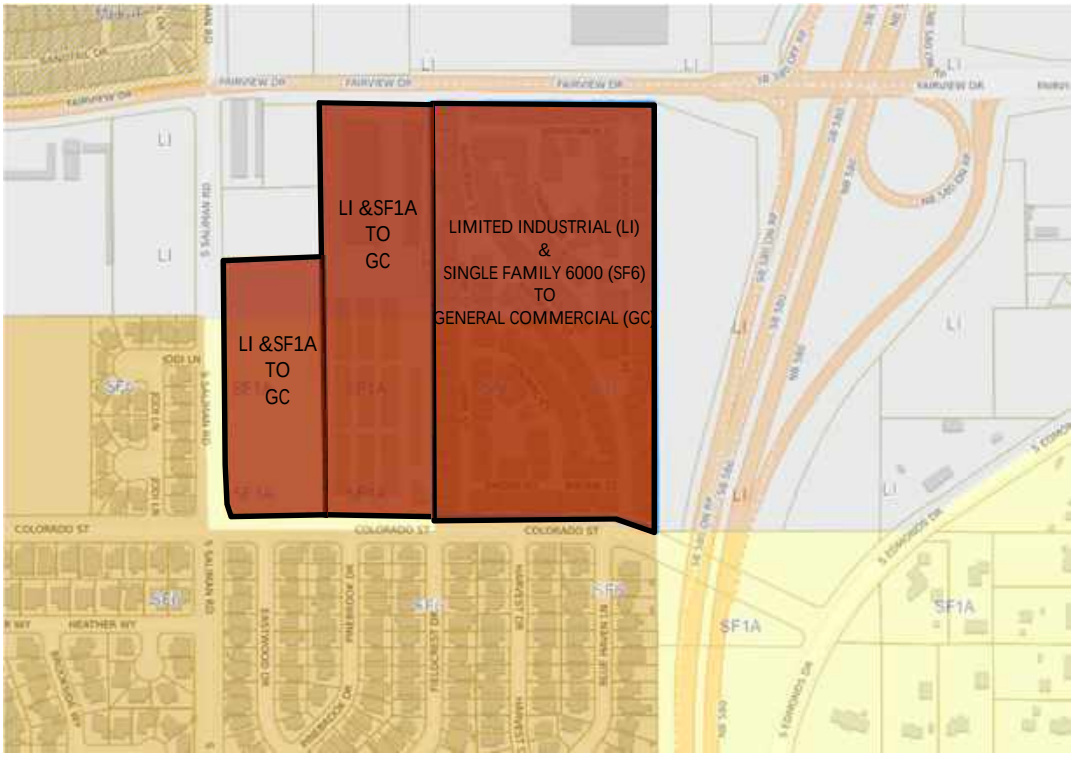
PROPOSED MASTER PLAN



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code ("CCMC") 18.02.050 (Review); CCMC 18.02.070 (Master Plan); CCMC 18.02.075 (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Medium Density Residential ("MDR") & Mixed Use Commercial ("MUC")

PROPOSED MASTER PLAN DESIGNATION: Mixed-Use Commercial ("MUC")

EXISTING ZONING: Limited Industrial ("LI") & Single-Family 6,000 ("SF6") & Single-Family 1 acre ("SF1A")

PROPOSED ZONING: General Commercial ("GC")

SURROUNDING ZONING AND LAND USE INFORMATION:
NORTH: Limited Industrial / distribution warehouse & vacant
SOUTH: Single-Family 6,000 / single family residences
EAST: Limited Industrial / NDOT right-of-way parcel with trail
WEST: Limited Industrial & Single-Family 6,000 / vacant & single-family residences

BACKGROUND:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission and identified the subject parcel as appropriate for consideration of a mapping correction.

This was before the Planning Commission for consideration as three separate Master Plan Amendments (MPA-2022-0502; MPA-2022-0499; and MPA-2022-0496) and Zoning Map Amendments (ZA-2022-0500; ZA-2022-0495; and ZA-2022-0494) at their December 20, 2022 meeting and continued the items to the January 25, 2023 meeting. The recommendations have been consolidated and modified based on the discussions at December 20, 2022 meeting.

DISCUSSION:

The subject parcels are in an area with a mix of uses including residential, warehousing, personal storage, office space, and retail.

APN 010-061-87 is located at the northeast corner of S. Saliman Road and Colorado Street. The parcel is currently vacant and has a split master plan designation of MUC and MDR and split zoning of LI and SF1A. The zoning and master plan are not consistent with one another.

APN 010-061-84 is located at 1601 Fairview Drive. The parcel is currently developed with office, warehouse, and storage uses. There is a split master plan designation of MUC and MDR and a split zoning of LI and SF1A. The zoning and master plan are not consistent with one another.

APN 010-061-76 is located at 1700 Colorado and is developed with a manufactured home park. The master plan designation is MDR and there is a split zoning of LI and SF6. The existing zoning and master plan are not consistent with one another nor are they consistent with the existing use of a manufactured home park. The manufactured home park was approved in 1985. At that time the property was zoned LI and SF6 as well and the zoning code allowed for a mobile home park in these zoning districts subject to a special use permit. Since that time, the zoning code has changed making this a non-conforming use.

The proposed amendments will result in a master plan and zoning that are consistent with one another and consistent with the existing on-site use as the proposed General Commercial zoning allows for offices, personal storage, and manufactured home parks (subject to a special use permit).

The Planning Commission adopts the master plan amendment and makes a recommendation to the Board of Supervisors by resolution and makes a recommendation to the Board of Supervisors on the zoning map amendment.

PUBLIC COMMENTS: On January 12, 2023, public hearing notices were mailed to 185 property owners and 167 mobile home park residents within 600 feet of the subject property in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the January 25, 2023 meeting depending on their submittal date to the Planning Division.

FINDINGS: Staff recommends the following findings for approval of the Master Plan Amendment and Zoning Map Amendment pursuant to CCMC 18.02.070 Master Plan and 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

Master Plan Amendment Findings:

1. The proposed amendment is in substantial compliance with the goals, policies and action programs of the Master Plan.

The subject parcels consist of a manufacture home park, a personal storage/office use, and a vacant parcel. The master plan designations of the two western-most parcels are split MUC and MDR and the eastern most parcel is designated MDR. These designations are not consistent with the existing zoning or the on-site uses. The proposed amendment will result in all three parcels having a designation of MUC which will provide consistency with parcels to the north, west, and east. The MUC designation is intended to encourage a more compact, mixed-use pattern of development along the City's major gateway corridors. Commercial retail and offices are anticipated to be the primary used within the MUC designation; however, residential uses are also anticipated. While single use developments are not encouraged in the MUC zoning district, they may be appropriate when considering the surrounding area. The area surrounding the subject parcels has a diversity of uses including residential, commercial, light industrial, and recreational uses. The proposed amendment is in substantial compliance with the goals, policies, and action programs of the Master Plan.

2. 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 master plan designations of the two western-most parcels are split MUC and MDR and the eastern most parcel is designated MDR. These designations are not consistent with the existing zoning or the on-site uses. The proposed amendment will result in the parcels having a designation of MUC which will provide consistency with parcels to the north, west, and east and will result in a master plan and consistent with the existing on-site uses. The two eastern-most parcels are developed with personal storage and office uses, and a manufactured home park. The western-most parcel is vacant. There is no proposed change in use for any of these parcels.

3. The proposed amendment is in response to changed conditions that have occurred since the plan was adopted and the requested amendment represents a more desirable use of land.

At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission and identified the subject parcels as appropriate for consideration of a mapping correction. The proposed amendment will result in the parcels having a designation of MUC which will provide consistency with parcels to the north, west, and east and will result in a master plan consistent with the existing on-site uses.

4. The requested amendment will promote the desired pattern of orderly physical growth and guides development based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.

The proposed amendment will provide the desired patter of orderly growth. The proposed amendment will result in the parcels having a designation of MUC which will provide consistency with parcels to the north, west, and east and will result in a master plan consistent with the existing on-site uses. The two eastern most parcels are developed with personal storage and offices, and a manufactured home park and there is no proposed change in use; therefore, the amendment will not result in impacts to public services.

Zoning Map Amendment Findings:

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

The proposed amendment is consistent with the Master Plan. Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation.

The subject parcels include a vacant parcel, a parcel that is developed with office space and personal storage, and a manufactured home park. The proposed MUC designation is intended to encourage a more compact, mixed-use patter of development along the City's major gateway corridors. Commercial retail and offices are anticipated to be the primary used within the MUC designation; however, residential uses are also anticipated. While single use developments are not encouraged in the MUC zoning district, they may be appropriate when considering the surrounding area. The area surrounding the subject parcels has a diversity of uses including residential, commercial, light industrial, and recreational uses. If the master plan is amended to designate all three parcels as MUC, the proposed General Commercial zoning district would be a corresponding zoning district that will implement 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 create consistency with the proposed master plan designation of MUC. Additionally, the proposed amendment will result in the parcel having a zoning of GC which will provide transition between the SF6 parcels to the south and the Limited Industrial zoned parcels to the north. The proposed amendment will also result in zoning that is consistent with the master plan and consistent with the existing on-site use.

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 and will not adversely impact the public health, safety and welfare. Two of the three parcels are developed and there is no proposed change in use; therefore, the amendment will not result in impacts to public services. The western most parcel is vacant and there is no proposed development at this time. Any future development of this parcel will be required to provide appropriate project impact reports to demonstrate that existing facilities can meet the demand within the standards set by municipal code or mitigate impacts as part of the project.

Attachments:

Resolution
Draft zoning map amendment ordinance

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 107, a proposed ordinance approving a development agreement between Carson City and PalaSeek LLP, Oikos Development Corporation and Sierra Flats Family I LP concerning the conveyance of approximately 3.41 acres of City-owned land and the development of the second phase of an affordable housing project on that land, located at Assessor's Parcel Number ("APN") 010-037-06 ("Phase 2 Property"). (Dan Stucky, dstucky@carson.org)

Staff Summary: Construction has commenced on the first phase of PalaSeek, LLP's ("PalaSeek") affordable housing project ("Phase 1 Project"), to be built on APN 010-037-07 ("Phase 1 Property"). This is the second reading of a proposed ordinance which, if enacted, would approve a development agreement between the City, PalaSeek, Oikos Development Corporation ("Oikos") and Sierra Flats Family I LP ("SFF") for the second phase of PalaSeek's proposed affordable housing project ("Phase 2 Project") to be built on the Phase 2 Property.

Agenda Action: Ordinance - Second Reading **Time Requested:** 10 minutes

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Proposed Motion
I move to adopt, on second reading, Bill No. 107, Ordinance No. 2023 - _____.

Board's Strategic Goal
Economic Development

Previous Action
March 16, 2023 (Item 16E): The Board of Supervisors ("Board") voted 4-1 to introduce Bill No. 107 on first reading.

December 15, 2022 (Item 17A): The Board approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 2 Property, effective through December 31, 2023.

December 16, 2021 (Item 22A): The Board adopted, on second reading, the development agreement for the Phase 1 Project. At this same meeting, the Board also approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 2 Property, effective through December 31, 2022.

November 18, 2021 (Item 25B): The Board introduced, on first reading, a proposed ordinance approving the development agreement between Carson City and PalaSeek, Oikos and Sierra Flats Senior LP for development of the Phase 1 Project. Additionally, the Board recognized Oikos' application for conveyance of the Phase 1 Property, upon which the Phase 1 Project will sit, and directed staff to perform the noticing and other diligence required for the public hearing required by NRS 244.287.

November 4, 2021 (Item 13B): The Board reviewed and provided direction to staff on a proposed development agreement between Carson City and PalaSeek, Oikos and Sierra Flats Senior LP for development of the Phase 1 Project, also known as the Sierra Lofts/Flats 9% Project.

April 15, 2021 (Item 15A): The Board approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 1 Property and Phase 2 Property, effective through January 1, 2022.

December 5, 2019 (Item 17A): The Board held a public hearing on the Requests for Proposals ("RFP") submitted and selected PalaSeek to work with the City to pursue a development agreement for an affordable housing project.

January 17, 2019 (Item 25B): The Board directed staff to initiate due diligence to determine whether to convey a portion of City-owned property under NRS Chapter 244 for the development of affordable/workforce housing and to prepare a proposed RFP to allow the Board to seek proposals from qualified developers through a competitive process.

Background/Issues & Analysis

On September 12, 1960, the City acquired approximately 127.7 acres of property along Butti Way from the State of Nevada. Since this time, the property has been developed to house several City departments and facilities including the Public Works Department and Corporate Yard, the Parks, Recreation and Open Space Department, the Nevada Humane Society and the Water Resource Reclamation Facility. Within that 127.7 acres is approximately 7.82 acres of real property, formerly designated as 3410 Butti Way, APN 010-037-04. On July 20, 2022, the City recorded Parcel Map 3045 with the Carson City Clerk-Recorder's Office, which created the Phase 1 Property (2.91 acres), the Phase 2 Property (3.41 acres) and a third parcel of 1.5 acres being reserved for future use by the City.

PalaSeek and its partners have commenced construction on the Phase 1 Project and have secured enough public funding and low-income housing tax credits to move forward with the development of the Phase 2 Project. City staff, PalaSeek, Oikos and SFF have prepared a draft development agreement for the Phase 2 Project.

The current, proposed development agreement's purpose is to establish terms and requirements for development of the Phase 2 Project, including, but not limited to: the terms for conveying the Phase 2 Property from the City to Oikos; affordability requirements for future occupants of the Phase 2 Project, including a 51-year affordable housing restrictive covenant; and the construction timeline for the Phase 2 Project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.287 and 278.0201; Carson City Municipal Code Chapter 17.08

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Decline to adopt the ordinance as proposed and/or provide alternative direction to City staff.

Attachments:

1_PalaSeek DA Ordinance.pdf

2_PallaSeek.Dev.Agreement.pdf

3_PM 3045.pdf

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

_____

_____

_____

_____

_____

(Vote Recorded By)

Summary: An ordinance approving a development agreement concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project on that land with Assessor's Parcel Number 010-037-06.

BILL NO. 107

ORDINANCE NO. 2023-_____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND PALASEEK LLP, OIKOS DEVELOPMENT CORPORATION, AND SIERRA FLATS FAMILY I LP CONCERNING THE CONVEYANCE OF APPROXIMATELY 3.41 ACRES OF CITY-OWNED LAND AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT ON THAT LAND, LOCATED AT ASSESSOR'S PARCEL NUMBER ("APN") 010-037-06, AND OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Family I LP concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project on that 3.41 acres, which is located at APN 010-037-06 and depicted as Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114 on July 20, 2022; and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform to the Carson City Municipal Code 17.08 and Nevada Revised Statutes 278.0203 and 244.287(5)-(6); and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan.

NOW, THEREFORE, the Board hereby approves by ordinance the development agreement, attached and incorporated herein as Exhibit 1, between Carson City and PalaSeek LLP, Oikos Development Corporation, and Sierra Flats Family I LP concerning the conveyance of approximately 3.41 acres of City-owned land and the development of an affordable housing project on that land, which is located at APN 010-037-06 and depicted as Parcel 2 in Parcel Map 3045.

The Board further directs that the City Clerk shall cause a certified copy of this ordinance and original agreement to be filed with the Carson City Recorder.

PROPOSED on _____, 2023 by Supervisor _____.

PASSED _____, 2023.

VOTE:

AYES: _____
_____
_____
_____
_____

NAYS: _____
_____

ABSENT: _____
_____

ABSTAIN: _____

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____day of the month of _____ of the year 2023.

APN 010-037-06

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Carson City Public Works Department
c/o Real Property Manager
3505 Butti Way
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among PalaSeek LLP, a Nevada limited liability partnership ("PALASEEK"), Oikos Development Corporation, a Missouri nonprofit corporation and tax-exempt 501(c)(3) organization ("OIKOS"), Sierra Flats Family I, LP, a Nevada limited partnership ("SFF," together with PALSEEK and OIKOS, "DEVELOPER"), as developer of that certain project known as PHASE 2 OF 3410 BUTTI WAY FOR AFFORDABLE/WORKFORCE HOUSING (the "SIERRA FLATS PHASE 2 PROJECT"), and Carson City, a consolidated municipality of the State of Nevada ("CARSON CITY"). PALASEEK, SFF, OIKOS, and CARSON CITY may be individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

1. CARSON CITY owned approximately 7.82 acres of land which was previously designated as Carson City Assessor's Parcel Number ("APN") 010-037-04 ("UNDIVIDED PARCEL").

2. CARSON CITY made approximately 6.32 acres making up the western end of the UNDIVIDED PARCEL, more particularly depicted as Parcel 1 and Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114

on July 20, 2022 (“Parcel Map 3045”), available for the development of affordable/workforce housing (the “AVAILABLE PROPERTY”).

3. The easternmost 1.5-acre portion of the UNDIVIDED PARCEL, more particularly depicted as Parcel 3 in Parcel Map 3045, is not part of this Agreement, and will continue to be CARSON CITY’s property.

4. Originally PALASEEK planned for a single apartment project originally named CARSON LOFTS to be built upon the AVAILABLE PROPERTY.

5. Since PALASEEK’s original proposal, DEVELOPER refined the development plan to include two apartment projects: the SIERRA FLATS 9% PROJECT, which is currently under construction, and a second project or phase, called the SIERRA FLATS PHASE 2 PROJECT, which will be rent restricted, and income restricted to take advantage of available low income housing tax credits.

6. Through Carson City Ordinance No. 2021-14, CARSON CITY entered into a development agreement with PALASEEK, OIKOS, and SFF—which was recorded with the Carson City Clerk-Recorder’s Office as Doc. No. 528321 on December 23, 2021—to construct the SIERRA FLATS 9% PROJECT on the westernmost 2.91 acres of the AVAILABLE PROPERTY, more particularly depicted as Parcel 1 in Parcel Map 3045 (“9% PROPERTY”).

7. CARSON CITY conveyed the 9% PROPERTY to OIKOS through a quitclaim deed recorded with the Carson City Clerk-Recorder’s Office as Doc. No. 534806 on August 18, 2022, and construction of the SIERRA FLATS 9% PROJECT has commenced on the 9% PROPERTY.

8. The Agreement provides the terms upon which DEVELOPER will build the SIERRA FLATS PHASE 2 PROJECT on the eastern 3.41 acres of the AVAILABLE PROPERTY, more particularly depicted as Parcel 2 in Parcel Map 3045 (“PHASE 2 PROPERTY”). A legal description of the PHASE 2 PROPERTY is attached as Exhibit “A”.

9. The 9% PROPERTY and the SIERRA FLATS 9% PROJECT are not part of this Agreement but are the subject of the previously-referenced development agreement approved as Carson City Ordinance No. 2021-14 and recorded as Doc. No. 528321 on December 23, 2021.

10. Therefore, this Agreement uses the following defined terms to describe the parcels depicted in Parcel Map 3045, which total approximately 7.82 acres of land:

- The UNDIVIDED PARCEL comprises Parcels 1, 2, and 3 depicted in Parcel Map 3045, with a total approximate area of 7.82 acres.
- The AVAILABLE PROPERTY comprises Parcels 1 and 2 depicted in Parcel Map 3045 and makes up the western 6.31 acres of the UNDIVIDED PARCEL. The Agreement divides the AVAILABLE PROPERTY into two categories: the 9% PROPERTY and the PHASE 2 PROPERTY.
- The 9% PROPERTY is Parcel 1 in Parcel Map 3045 and makes up the western 2.91 acres of the AVAILABLE PROPERTY.
- The PHASE 2 PROPERTY is Parcel 2 in Parcel Map 3045 and makes up the eastern 3.41 acres of the AVAILABLE PROPERTY. A legal description of the PHASE 2 PROPERTY is attached as Exhibit “A”.

11. On January 17, 2019, the Carson City Board of Supervisors directed staff to initiate due diligence to determine whether to convey the AVAILABLE PROPERTY under the provisions of NRS 244.287 for the development of affordable housing and to prepare a proposed Request for Proposals (“RFP”) to be reviewed by the Carson City Board of Supervisors in order to seek proposals from qualified developers through a competitive process.

12. On September 12, 2019, CARSON CITY released a RFP to invite qualified and experienced affordable housing and workforce housing development teams to submit proposals for the Development of the AVAILABLE PROPERTY.

13. On December 5, 2019, the Carson City Board of Supervisors reviewed the submitted proposals and selected PALASEEK to develop the AVAILABLE PROPERTY. PALASEEK's proposal included one-hundred and sixty (160) mixed income affordable/workforce housing units. The Board of Supervisors directed CARSON CITY staff to work with PALASEEK to further develop the project proposal, begin the land entitlement process, conduct community outreach, and negotiate a Development Agreement.

14. On June 26, 2020, Ordinance No. 2020-10, Bill No. 110, was recorded as Document No. 507505, effectuating a Zoning Map Amendment such that zoning for the AVAILABLE PROPERTY was changed from Public Regional (PR) to Multi-Family Apartment (MFA), which is incorporated herein by this reference. The 1.5-acres comprising Parcel 3 in Parcel Map 3045 remains zoned as Public Regional (PR).

15. On August 18, 2020, CARSON CITY and PALASEEK conducted a Major Project Review (MPR-2020-0023) of the preliminary development plans as required by CCMC 18.02.100 for the projects.

16. On September 4, 2020, CARSON CITY provided PALASEEK with written Major Project Review Comments for MPR-2020-0023.

17. On March 2, 2021, CARSON CITY and PALASEEK conducted a Conceptual Map and Major Project Review (PM-2021-0049) of the preliminary development plans and proposed parcel map for PALASEEK's project. Parcel Map 3045 was subsequently approved and recorded, and it divided the UNDIVIDED PARCEL into three separate parcels. Parcel 3 of Parcel Map 3045 is being retained by CARSON CITY and will not be developed as part of the SIERRA FLATS 9% PROJECT or the PHASE 2 PROJECT.

18. On March 12, 2021, CARSON CITY provided PALASEEK with written Conceptual Map and Major Project Review Comments for PM-2021-0049.

19. On April 2, 2021, PALASEEK, together with OIKOS, caused SFF to be formed as a Nevada limited partnership by filing a certificate of limited partnership with the Secretary of State of the State of Nevada.

20. On April 15, 2021 CARSON CITY and PALASEEK entered into Exclusive Negotiating Rights Agreement providing that CARSON CITY would exclusively pursue a development agreement for affordable/workforce housing on the AVAILABLE PROPERTY with PALASEEK and its assigns through January 1, 2022.

21. SFF will be the owner of the SIERRA FLATS PHASE 2 PROJECT, which will be built on the PHASE 2 PROPERTY.

22. On December 15, 2022, CARSON CITY and PALASEEK entered into an Exclusive Negotiating Rights Agreement providing, among other things, that CARSON CITY would exclusively pursue a development agreement for affordable/workforce housing on the AVAILABLE PROPERTY with PALASEEK and its assigns through at least July 31, 2023, and at most December 31, 3023.

23. The Parties believe that it is mutually beneficial to enter into this Agreement and each mutually desire that the SIERRA FLATS PHASE 2 PROJECT be developed in accordance with this Agreement.

24. CARSON CITY, PALASEEK, OIKOS, and SFF desire to hereinafter have the provisions of this Development Agreement govern the development activities concerning the SIERRA FLATS PHASE 2 PROJECT.

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

I.

PROJECT CHARACTERISTICS AND TENANCY REQUIREMENTS

This Agreement governs only the SIERRA FLATS PHASE 2 PROJECT. References to the 9% PROJECT and 9% PROPERTY are intended only to provide context for the rights and obligations this

Agreement creates in regard to the SIERRA FLATS PHASE 2 PROJECT. Unless this Agreement expressly states otherwise, it creates no rights or obligations for any Party in regard to the 9% PROJECT and 9% PROPERTY.

The AVAILABLE PROPERTY encompasses 6.31 acres of real property, more or less, and is zoned Multi-Family Apartment (MFA). The SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT will consist of four 3-story buildings with a total of one hundred and sixty (160) units of mixed income affordable/workforce housing available for rent to income-qualified individuals. One of the buildings will be reserved as senior housing for households age 55 years or older. The other buildings will be targeted to families. The unit mix of the buildings is as follows:

SIERRA FLATS 9% PROJECT		
Building	**Population Type**	**Unit Mix**
Building 1 (40 units)	Senior	32 one bedroom/one bath (644 SF) 8 two bedroom/ one bath (845 SF)
Building 2 (40 units)	Family	28 one bedroom/one bath (644 SF) 12 two bedroom/one bath (845 SF)
SIERRA FLATS PHASE 2 PROJECT		
Building	**Population Type**	**Unit Mix**
Building 3 (50 units)	Family	6 one bedroom/one bath (536 SF) 24 two bedroom/one bath (808 SF) 20 three bedroom/two bath (985 SF)
Building 4 (30 units)	Family	6 one bedroom/one bath (536 SF) 24 two-bedroom/one bath (795 SF)

The SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT are intended to primarily house seniors and families whose income does not exceed sixty percent (60%) of the median gross income (as determined by the Department of Housing and Urban Development “HUD” for Carson City), compared to other families residing in Carson City; however, sixteen (16) of the eighty (80) units making up the SIERRA FLATS 9% PROJECT are not income restricted. The specific funding mechanisms for the PHASE 2 PROJECT are not yet settled. The SIERRA FLATS PHASE 2 PROJECT will receive a property tax exemption to contribute to the financial viability of the projects.

The SIERRA FLATS PHASE 2 PROJECT will provide affordable housing units through income and rent targets at least as low as indicated in the Area Median Income (AMI) target table below:

SIERRA FLATS PHASE 2 PROJECT (80 units of family housing)

Targeted Population	Unit Size	# of Units	Income Target	Rent Target
Family	1-bedroom	1	60% AMI	50% AMI
Family	1-bedroom	11	60% AMI	60% AMI
Family	2-bedroom	2	60% AMI	50% AMI
Family	2-bedroom	46	60% AMI	60% AMI
Family	3-bedroom	2	60% AMI	50% AMI
Family	3-bedroom	18	60% AMI	60% AMI

II.

ADMINISTRATION OF THE PROJECT

The SIERRA FLATS PHASE 2 PROJECT shall be developed in accordance with this Agreement, with the following characteristics and requirements:

2.1 PHASING. The SIERRA FLATS PHASE 2 PROJECT is the subject of this Agreement, it is expected to start in July 2023 with completion anticipated in October 2024, and it will be constructed on the PHASE 2 PROPERTY.

2.2 TERM OF AGREEMENT. This Agreement shall be effective upon the date that a fully executed original of this Agreement is recorded in the Carson City Clerk-Recorder's office ("Effective Date"). Pursuant to this Agreement, DEVELOPER agrees that the SIERRA FLATS PHASE 2 PROJECT must be diligently pursued. DEVELOPER further agrees that unless CARSON CITY agrees in writing to some modification, the Agreement shall expire if DEVELOPER fails to:

A. Commence construction of the SIERRA FLATS PHASE 2 PROJECT on the PHASE 2 PROPERTY on or before July 1, 2023.

B. Secure a certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT on or before December 31, 2024.

If DEVELOPER timely commences and completes the SIERRA FLATS PHASE 2 PROJECT as described in subparts A and B of Section 2.2, and the PHASE 2 PROPERTY is encumbered by a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "B" to the Agreement, then PALASEEK, SFF, and/or OIKOS may invoke subpart H of Section 2.3 of the Agreement and, if appropriate under subpart H of Section 2.3, CARSON CITY shall record a release and reconveyance for this Agreement.

2.3 LAND TRANSFER. Upon execution of the Agreement and completion of all formalities required by NRS 244.287 and any other law applicable to the conveyance of the PHASE 2 PROPERTY, CARSON CITY will convey the PHASE 2 PROPERTY to OIKOS, a tax-exempt organization under 26 U.S.C. § 501(c)(3). That conveyance shall be accomplished through a Deed that is the same as or substantially similar to Exhibit "C", and that conveyance shall be restricted as follows:

A. If, 5 years after the PHASE 2 PROPERTY is conveyed, one or more of OIKOS, SFF, or PALASEEK, or their lawful assignees have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing, the PHASE 2 PROPERTY automatically reverts to CARSON CITY.

B. If the Agreement expires under Section 2.2(A) or 2.2(B) because construction on the SIERRA FLATS PHASE 2 PROJECT did not commence on or before July 1, 2023 or because DEVELOPER failed to secure a certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT on or before December 31, 2024 (and CARSON CITY has granted no extension), CARSON CITY may declare a default consistent with NRS 278.0205, NRS 278.02053, and Section 3.2 of this Agreement, and shall have the right to reenter and

reclaim the PHASE 2 PROPERTY and/or exercise its rights under NRS 278.0205 or NRS 278.02053 to cancel this Agreement.

C. In addition, the PHASE 2 PROPERTY shall be encumbered by a restrictive covenant requiring that the PHASE 2 PROPERTY be used for affordable housing as described in Section I of the Agreement until either (1) December 31, 2075; or (2) the passage of fifty-one (51) years from the date a certificate of occupancy is issued for the SIERRA FLATS PHASE 2 PROJECT, whichever occurs later ("AFFORDABILITY PERIOD"). Therefore, concurrent with conveyance of the PHASE 2 PROPERTY from CARSON CITY to OIKOS, a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "B" to the Agreement shall be recorded to encumber the PHASE 2 PROPERTY such that it may only be used for affordable housing that meets the requirements of this Agreement during the AFFORDABILITY PERIOD. Any remedies provided in this Agreement shall be in addition to any remedies CARSON CITY is entitled to for breach of the Declaration of Restrictive Covenants. The Parties shall not cause or allow the Agreement or Declaration of Restrictive Covenants to be subordinate to any other interest in the PHASE 2 PROPERTY, except that CARSON CITY, though its Board of Supervisors, may subordinate the Agreement and/or Declaration of Restrictive Covenants through enactment, and subsequent recording, of a resolution finding that the requested subordination is in CARSON CITY's best interests and necessary to promote investment in the construction of the PHASE 2 PROJECT. Presently, DEVELOPER anticipates that its construction lender, permanent lender, the Nevada Housing Division, or some combination thereof may decline to participate in the SIERRA FLATS PHASE 2 PROJECT unless

the Agreement and/or Declaration of Restrictive Covenants are subordinated to some other interest.

D. As a condition precedent to CARSON CITY's obligation to convey the PHASE 2 PROPERTY to OIKOS, DEVELOPER will provide CARSON CITY with an updated Exhibit "D," which lists all entities with an interest in SFF, each such entity's share of ownership in SFF, and all entities making up DEVELOPER's team for the SIERRA FLATS PHASE 2 PROJECT. This condition precedent for an updated Exhibit "D" also allows CARSON CITY, at its sole option and discretion, to demand the following information from DEVELOPER about entities with an interest in SFF: (1) For owners that are natural people, CARSON CITY may demand that Exhibit "D" contains the individuals' full name and ownership interest; (2) For any owner that is an artificial entity and a general partner of or a constituent of the general partner of SFF, CARSON CITY may demand that Exhibit "D" disclose ownership interests until all ownership interest can be traced to an identifiable natural person.

E. The DEVELOPER agrees to pay all title and other transfer costs associated with conveyance of the PHASE 2 PROPERTY.

F. The DEVELOPER shall pay all taxes imposed, including future and back taxes and liens (if any).

G. OIKOS may assign its interest in the PHASE 2 PROPERTY to SFF, provided such assignment is subject to the limitations, re-entry rights, encumbrances, disclosures, and other terms set forth in Section 2.3 of this Agreement.

H. PALASEEK, SFF, and/or OIKOS may request, in writing, that CARSON CITY record a release and reconveyance for this Agreement, provided that (1) the Parties have fully executed and recorded a Declaration of Restrictive Covenants that is the same as or substantially similar to Exhibit "B" of the

Agreement; (2) a certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT has been issued by CARSON CITY; and (3) the requesting Party provides CARSON CITY with a proposed release and reconveyance for the Agreement which expressly states that the release and reconveyance does not apply to, or in any way impact, the aforementioned recorded Declaration of Restrictive Covenants. DEVELOPER may request that CARSON CITY record the release and reconveyance for the Agreement, and if the three prerequisites above are fulfilled, CARSON CITY shall record the requested document within thirty (30) days of receiving it from the requesting Party.

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

Further, CARSON CITY may—through its Board of Supervisors, Development Engineering Division, Planning Division, or other City departments—require DEVELOPER to make improvements related to the SIERRA FLATS PHASE 2 PROJECT. Any such improvements shall be completed by DEVELOPER at its own expense and within the specified time, which must in all instances be at least before issuance of any certificate of occupancy for the SIERRA FLATS PHASE 2 PROJECT.

2.5 CONSTRUCTION. All construction will be performed by a general contractor (or a hired sub-contractor) possessing the appropriate licensure in the State of Nevada. Any contractors, or sub-contractors, employed during the project shall be in good standing with the Nevada State Contractor's Board, or other appropriate licensing authority. Additionally, all contractors or sub-contractors performing work in Carson City must have or obtain a Carson City business license if required by the CCMC.

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

2.7 TIMELINESS. Time is of the essence for this Agreement. DEVELOPER shall timely and diligently cause construction of the SIERRA FLATS PHASE 2 PROJECT. If certificates of occupancy for the SIERRA FLATS PHASE 2 PROJECT are not completed by the dates specified in Section 2.2(B), then CARSON CITY shall have the right to the remedies set forth in this Agreement or the Declaration of Restrictive Covenants, or both. Any costs incurred by DEVELOPER, such as title transfer costs, will not be reimbursed by CARSON CITY if its right to reenter and reclaim the PHASE 2 PROPERTY is triggered.

III.

DEFAULTS, REMEDIES, TERMINATION

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

3.2 NOTICE OF DEFAULT OR BREACH & CURE PERIOD. Unless NRS 278.0205 and NRS 278.02053 apply, in the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuances of any building or improvement permit. The Parties may mutually agree, in writing, to provide more than thirty (30) days to the Party allegedly in default to cure that alleged default or breach ("CURE PERIOD"). Any lender or partner or member of DEVELOPER may, but shall not be obligated to, cure any alleged default. No default by DEVELOPER under this Agreement shall constitute a default under the development agreement for the SIERRA FLATS 9% PROJECT, which was approved as Carson City Ordinance No. 2021-14 and recorded as Doc. No. 528321 on December 23, 2021. The Parties

covenant and agree that the SIERRA FLATS 9% PROJECT and PHASE 2 PROJECT shall be considered separate projects with separate owners and no cross default shall ensue, provided the non-defaulted project remains in compliance with its development agreement.

After notice of default or breach and expiration of the CURE PERIOD, the non-defaulting Party to this Agreement, at its option, may pursue any remedies permitted by the Agreement, Deed, Declaration of Restrictive Covenant, or any other lawful remedy, including proceedings to terminate or amend this Agreement.

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

In the event CARSON CITY does not accept, review, approve or issue necessary permits for use in a timely fashion, or as otherwise agreed by the Parties, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete the SIERRA FLATS PHASE 2 PROJECT, nor shall resulting delays in DEVELOPER performance constitute grounds for default, termination, or cancellation of this Agreement.

3.3 FORCE MAJEURE. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

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

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

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

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

IV.

MISCELLANEOUS

4.1 CONFLICTS WITH THIS AGREEMENT. Should any provision of this Agreement be deemed to be in conflict with any exhibit or attachment to this Agreement, or the RFP, PALASEEK's proposal, or an Exclusive Negotiating Rights Agreement, then the terms in this Agreement shall prevail. In the event a conflict exists between the rights and obligations set forth in the Agreement and the fully executed and recorded Declaration of Restrictive Covenants, the conflicting provisions must be interpreted harmoniously to give the fullest effect possible to both provisions. If no such harmonious interpretation is possible, the interpretation which better protects CARSON CITY's interest in seeing the PHASE 2 PROPERTY used for affordable housing during the full AFFORDABILITY PERIOD shall govern.

4.2 CARSON CITY CODE. The SIERRA FLATS PHASE 2 PROJECT shall be built and maintained in accordance with all ordinances adopted by CARSON CITY, applied on a uniform basis to all development projects in CARSON CITY, including, but not limited to Chapter 17.08 of the CCMC.

4.3 APPLICABLE LAW, VENUE & ATTORNEYS' FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. Should any legal action be brought by a Party against another Party relating to this Agreement, the PHASE 2 PROPERTY, or the SIERRA FLATS PHASE 2 PROJECT, that legal action will be brought pursuant to the choice of law and choice of forum provisions provided in this section. The prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the court; however, in the event that a Party is awarded attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed $125 per hour.

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

4.5 ENTIRE AGREEMENT. This Agreement, together with any Exhibits, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the Parties with respect to such subject matter. The Parties understand and intend that, subsequent to this Agreement, the Parties will execute and record a Declaration of Restrictive Covenants that will be the same or substantially similar to Exhibit "B" of this Agreement. The Agreement does not supersede the fully executed and recorded Declaration of Restrictive Covenants, and the Agreement and Declaration of Restrictive Covenants must be construed in accordance with Section 4.1 of the Agreement.

4.6 HOLD HARMLESS AND INDEMNIFICATION.

4.6.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the Parties' agents, employees, representatives, appointed boards, commissions, and officers) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section. However, in no event shall CARSON CITY indemnify DEVELOPER or hold it harmless in a dispute arising under a sub-contract for the SIERRA FLATS PHASE 2 PROJECT.

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

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

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

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

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

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

4.7 PROJECT AS PRIVATE UNDERTAKING. It is specifically understood and agreed by and between the Parties hereto that the SIERRA FLATS PHASE 2 PROJECT is a private development and no partnership, joint venture or other association of any kind is formed, except as defined by this Agreement.

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

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

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

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

4.12 PUBLIC RECORDS REQUESTS MADE TO CITY. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. CARSON CITY will have

the duty to disclose particular information or documents unless they are made confidential by law or a common law balancing of interest.

EXHIBITS:

A. Legal Description for PHASE 2 PROPERTY

B. Declaration of Restrictive Covenant for PHASE 2 PROPERTY

C. Deed for PHASE 2 PROPERTY

D. Development Team Organization Chart

[Counterpart Signature Pages Follow]

DEVELOPER – PALASEEK

PALASEEK:

PALASEEK LLP, a
Nevada limited liability partnership

By: _____
Michael A. Schneider, Managing Partner

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by Michael Schneider as Managing Partner of PalaSeek LLP.

Notary Signature:_____ (Notary Seal)

DEVELOPER – SFF & OIKOS

SFF:

SIERRA FLATS FAMILY I, LP, a Nevada limited partnership

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

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

By: _____
Michael Snodgrass, its Executive Director

OIKOS:

OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation

By: _____
Michael Snodgrass, Executive Director

STATE OF_____)
) ss.
COUNTY OF_____)

On _____, 2023, Michael Snodgrass personally appeared before me, the undersigned Notary Public, and proved to me with satisfactory evidence that he is the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same voluntarily in his authorized capacities, and that by his signature on the instrument, the entities upon behalf of which he acts have executed the instrument.

Notary Signature:_____ (Notary Seal)

CARSON CITY

APPROVED:

CARSON CITY, a consolidated municipality

By: _____
Lori Bagwell, Mayor

Date: _____

APPROVED AS TO FORM:

Carson City District Attorney

By: _____

Date: _____

ATTEST:

Carson City Clerk-Recorder

By: _____
William Scott Hoen

Date: _____

EXHIBIT A

LEGAL DESCRIPTION FOR PHASE 2 PROPERTY

EXHIBIT A

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS

EXHIBIT B

DECLARATION OF RESTRICTIVE COVENANTS FOR PHASE 2 PROPERTY

APN 010-037-06

Mail Tax Statements To:

Oikos Development Corporation
1712 Main Street, Ste. 206
Kansas City, MO 64108
Attention: Michael Snodgrass

Recording requested by:

Carson City
Public Works Department
3505 Butti Way
Carson City, NV 89701

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

DECLARATION OF RESTRICTIVE COVENANTS
(Sierra Flats Phase 2 Project)

TABLE 1

Project	Sierra Flats Phase 2 Project, which is an affordable housing project to place improvements on the Land more fully described in the Development Agreement.
Developer	Sierra Flats Family1, LP Attn: Michael Snodgrass 1712 Main Street, Suite 206 Kansas City, MO 64108
Grantee	Oikos Development Corporation Attn: Michael Snodgrass 1712 Main Street, Ste. 206 Kansas City, MO 64108

Authorized Representative for Developer & Grantee	Michael Snodgrass 1712 Main Street, Suite 206 Kansas City, MO 64108

City	Carson City, a consolidated municipality and political subdivision of the State of Nevada City Manager's Office Attn: City Manager 201 North Carson Street, Suite 2 Carson City, Nevada 89701 AND Carson City Public Works Department Attn: Real Property Manager 3505 Butti Way Carson City, NV 89701
Authorized Representative for City	City Manager 201 North Carson Street, Suite 2 Carson City, Nevada 89701
Land (Ex. A)	All that land located in Carson City, State of Nevada, more particularly depicted as Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114 on July 20, 2022 ("Parcel Map 3045"), and as shown and described in the attached Exhibit A.
Affordability Period (§2.01)	Until December 31, 2075, or the passage of fifty-one (51) years from the date a certificate of occupancy is issued for the Project, whichever occurs later.
Rent Restricted Units (§2.02)	Targeted Population: Family

# Units	# Bedrooms	Tenant Eligibility (AMI Limit)	AMI for Maximum Rent Calculation
1	1	60% AMI	50% AMI
11	1	60% AMI	60% AMI

	2	2	60% AMI	50% AMI
	46	2	60% AMI	60% AMI
	2	3	60% AMI	50% AMI
	18	3	60% AMI	60% AMI

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RECITAL

Developer, Grantee, and PalaSeek LLP entered into a Development Agreement with the City, where City agreed to transfer the Land upon which the Project will be built, which is fully described at Exhibit A and depicted as and Parcel 2 of Parcel Map No. 3045, to Grantee for the purpose of constructing the Project with Developer. In connection with the transfer of the Land, the City and NRS 244.287 require that the Land, including the Project to be built upon the Land, be rent restricted for the Affordability Period. In consideration of the transfer of the Land from the City, Grantee, for itself and its assignees and successors in interest, hereby covenants and agrees that the Land shall be encumbered during the Affordability Period stated above by these covenants, and the City, Grantee, Developer, and PalaSeek LLP specifically intend that these covenants shall run with the Land and be binding on all Owners and Occupiers of the Land during the Affordability Period.

DEFINITIONS

"**Affordability Period**" has the same meaning set forth at Table 1.

"**Authorized Representative**" means: (1) Michael Snodgrass when the term is used in reference to Grantee, Developer, Owner, and/or Occupier, unless some other individual is subsequently identified in a written notice to the City by the chief executive of such entity's assign or successor; and (2) the City Manager when used in reference to the City.

"**City**" means Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada.

"**Developer**" means Sierra Flats Family I, LP, a Nevada limited partnership.

"**Development Agreement**" means the Development Agreement executed by the City, Grantee, Developer, and PalaSeek LLP and enacted as an ordinance whereunder, subject to certain restrictions, the City commits to transfer and convey the Land to Grantee for Developer and Grantee to complete the Project, which is an affordable housing project. The executed and recorded Development Agreement is attached as Exhibit B.

"**Grantee**" means Oikos Development Corporation, a Missouri nonprofit corporation authorized to do business in Nevada, and exempt from federal taxation as an I.R.S. tax-exempt 501(c)(3) organization.

"**Land**" has the same meaning set forth at Table 1.

"**Occupier**" or "**Occupiers**" means the entity or entities that own the Project on the Land, which at the time of the Development Agreement and this Declaration is Developer. Occupier does not include Qualified Renters or any other residential tenant of the completed Project.

"**Owner**" or "**Owners**" means the entity or entities that own the interest in the Land conveyed by the City to Grantee through the Development Agreement.

"**Party**" means City, Owner, or Occupier, individually.

"**Parties**" means City, Owner, and Occupier, collectively.

"**Project**" has the same meaning set forth at Table 1.

"**Qualified Renters**" means a person or persons constituting a household who have a combined annual income that does not exceed the Area Median Income ("AMI") percentages for Rent Restricted Units in Table 1, with AMI determined by the U.S. Department of Housing and Urban

Development ("HUD") and, adjusted for family size at the time of the lease of the unit, who otherwise meet the requirements for eligibility set forth in the Declaration. HUD rules, regulations, and guidance will be used to determine whether an individual is considered part of a household for the purposes of determining annual income.

"**Rent Restricted Units**" means the 80 units shown in Table 1.

Art. 1 COVENANT RUNNING WITH THE LAND; TERM OF DECLARATION; NO SUBORDINATION WITHOUT CONSENT OF CITY

§1.01 Covenant Running with the Land.

CITY AND GRANTEE HEREBY DECLARE that the Land is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner, subject to the provisions contained in this Declaration as a restrictive covenant, which shall burden the Owner and Occupier, as well as their respective successors and assigns, and all persons hereafter acquiring or owning any interest in the Project or Land, however such interest may be acquired.

§1.02 Term of Declaration.

All provisions in this Declaration shall remain in force and effect for the duration of the Affordability Period. Upon the expiration of the Affordability Period, City shall prepare and record a notice of termination of this Declaration.

§1.03 No Subordination without City Consent.

This Declaration shall not be subject to subordination without approval by the City's Board of Supervisors. Developer and Grantee anticipate that the construction lender and permanent lender will require subordinations of this Declaration to their deeds of trust. Developer anticipates that it will enter into a declaration of restrictive covenants in connection with the low income housing tax credit program and another declaration of restrictive covenants in connection with the HOME Investment Partnerships Program. These additional declarations of restrictive covenants will impose income and rent restrictions on the Project, and the Nevada Housing Division might require that this Declaration be subordinated to one or more of the aforementioned declarations of restrictive covenants.

The City's Board of Supervisors may subordinate this Declaration upon (1) finding that the requested subordination is in the City's best interests and necessary to promote investment in the construction of the Project, (2) enacting a resolution memorializing those findings, and (3) recording that resolution with the Carson City Recorder's Office.

Art. 2 AFFORDABILITY REQUIREMENTS

§2.01 Affordability Period.

a. Affordability Period. It is agreed that the Affordability Period for this Project and the Land under this Declaration is as stated above in Table 1. This period may be amended by agreement of the Parties *provided however* that (1) any reduction must be consistent with NRS 244.287 and approved by City's Board of Supervisors in its sole and absolute discretion for good cause shown and based on a determination that a reduction is in the best interests of the public, and (2) except as described by § 6.03, any extension in this period must be approved by Owner (or its successor or assign) in its sole and absolute discretion and without any obligation to do so.

§2.02 Income and Rent Restrictions; Units Selected on Floating Basis.

a. During the Affordability Period, Rent Restricted Units shall be set aside and rented to Qualified Renters with the income limits stated in Table 1. The Rent Restricted Units to be occupied by Qualified Renters may be selected on a floating basis so long as the total number of Rent Restricted Units is continuously maintained.

b. The maximum rents that can be charged on Rent Restricted Units shall be calculated using the AMI for Maximum Rent Calculation in Table 1, subject to §§ 2.02(c), 2.03.

c. If HUD requires a utility allowance for the Project, that utility allowance shall be provided to Qualified Renters in Rent Restricted Units throughout the entire Affordability Period. Utility allowances will be deducted from the maximum rents permitted for Qualified Renters in Rent Restricted Units. Utility allowances will be calculated for the full duration of the Affordability Period using HUD rules, regulations, and guidance.

§2.03 Rent Calculations and Adjustments.

a. Annual Updates of Utility Allowances. Owner and Occupier shall be jointly and severally responsible for updating the maximum allowance for utilities annually (if applicable), using the HUD Utility Schedule or otherwise determining the utility allowance for the Project based on the type of utilities based on HUD rules, regulations, and guidance.

b. Annual Approval of Rent Schedules. Owner and Occupier shall be jointly and severally responsible for submitting rent schedules for the Rent Restricted Units annually to the City. The rent schedules must provide the formula used for calculating rent schedules and an explanation of all data incorporated into the formula when performing the calculations to produce the rent schedules.

c. Subsequent Rents During the Affordability Period.

1. The maximum rent limits shall be annually recalculated to incorporate material changes to HUD's determinations on area fair market rents and AMI.

2. Owner and Occupier shall be jointly and severally responsible for providing the City with HUD maximum rent adjustments as they are announced.

d. Maximum Rent Formula. The maximum rents charged shall not exceed those permitted by the following formula:

[(Table 1 AMI for Maximum Rent Calculation / 12 x 30%) – utility allowance] = Maximum Rent

e. Rent Increases. Maximum rent increases with respect to the Rent Restricted Units must be approved by the City whenever the proposed rent increase would be in excess of ten percent (10%). Owner and Occupier shall be jointly and severally responsible for providing a minimum of sixty (60) days written notice to impacted tenants and City of an increase in rent with respect to the Rent Restricted Units.

Art. 3 TENANT SELECTION AND PROTECTIONS

§3.01 Tenant Selection.

a. Affirmative Marketing; Nondiscrimination. Owner and Occupier shall be jointly and severally responsible for adopting and following written tenant selection policies in accordance with U.S. and Nevada anti-discrimination laws, including but not limited to the Fair Housing Act and NRS 118.010–120.

§3.02 Tenant Leases; Termination of Tenancy.

a. Tenants must sign an initial one (1) year lease, unless otherwise mutually agreed by tenant and Occupier (or Occupier's agent).

b. Tenant leases are governed by NRS 118A.200-230.

c. Occupier (or Occupier's agent) may not terminate tenancy or refuse to renew a lease of Rent Restricted Units except for serious or repeated violation of the terms and conditions of the lease.

§3.03 Maintain Unit Habitability and Comply with NRS Chapter 118A.

a. Owner and Occupier shall be jointly and severally responsible for maintaining all units in a habitable condition as defined in NRS 118A.290.

b. Owner and Occupier shall be jointly and severally responsible for complying with all applicable provisions of Nevada Landlord-Tenant law as it applies to dwellings, including NRS Chapter 118A.

Art. 4 PROPERTY MANAGEMENT

§4.01 Maintenance.

Owner and Occupier shall be jointly and severally responsible for keeping the Project in a clean, well maintained condition, reasonable wear and tear excepted. Owner and Occupier shall be jointly and severally responsible for maintaining the Project in accord with the Carson City Municipal Code. The following is a non-exhaustive list of such maintenance obligations. Landscaping shall be watered and groomed, and free of debris. Sidewalks shall be kept free of snow and clutter. Buildings shall be kept painted and roofs shall be maintained. Trash shall be kept in appropriate enclosures.

§4.02 Compliance with Laws.

Owner and Occupier shall be jointly and severally responsible for obtaining and keeping current all permits and licenses to construct, repair, operate and maintain the Project and shall comply in all material respects with all federal, state, and local laws and regulations, including the Carson City Municipal Code.

§4.03 Safe and Quiet Environment.

Owner and Occupier shall be jointly and severally responsible for providing and reasonably enforcing regulations to assure that tenants have a safe, secure, and quiet environment in which to live.

§4.04 Taxes.

Owner and Occupier shall be jointly and severally responsible for paying all taxes imposed on the Land and Project, including future and back taxes and liens (if any).

Art. 5 RECORDS; ANNUAL REPORTS

§5.01 Records.

a. Sufficiency. Records must be sufficient to determine compliance with the requirements and objectives of this Declaration and the Development Agreement.

b. Record retention. Owner and Occupier shall be jointly and severally responsible for maintaining records for the most recent five-year period, except as provided herein:

(i) Records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period, until five years after the Affordability Period terminates.

(ii) Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for five years after final disposition; and,

(iii) *Provided, however,* that if any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation or claims involving the records have been resolved, or audit findings involving the records have been received.

c. Public records. Owner and Occupier understand that, pursuant to NRS 239.010, information or documents regarding the Project may be open to public inspection and copying. If the City's documents for the Project are requested, it will have the duty to disclose such documents, unless they are made confidential by law or a common law balancing of interest.

§5.02 Annual Reporting.

During the Affordability Period, Owner and Occupier shall be jointly and severally responsible for providing the City's Authorized Representative with a copy of annual low income housing tax credit compliance monitoring reports regarding the Project that are submitted to the State of Nevada Housing Division ("NHD"). Such copies are due to the City within 30 days of submission to NHD.

In the event that NHD no longer requires such reports for the Project, Owner and Occupier remain jointly and severally responsible for providing the City with some other substantially similar reporting, also due annually.

If any items are shown on the report as deficient and in need of curing, a copy of any cure

notices or additional information sent to NHD will also be delivered to the City.

If, at any time during the Affordability Period, Owner and Occupier, or their assigns or agents, fails to provide Rent Restricted Units to Qualified Renters within the income and maximum rent limits set forth in this Declaration, the City shall be entitled to pursue remedies as described in § 6.03 of the Declaration.

Art. 6 ENFORCEMENT AND REMEDIES

§6.01 Default.

A default under this Declaration occurs if there occurs a breach of this Declaration, subject to applicable force majeure, notice and cure period provisions herein.

§6.02 Notice and Opportunity to Cure.

If City believes that a default under this Declaration has occurred, it shall give Owner and Occupier notice in writing, and Owner and Occupier shall have thirty (30) business days to cure the default. If Owner, Occupier, or a limited partner (1) has commenced and is diligently pursuing a cure for the default, and (2) demonstrated the ability to cure within a reasonable period of time, such cure period shall be extended as reasonably necessary to complete such cure.

§6.03 Remedies.

If a default occurs and remains uncured after written notice is provided to Owner and Occupier and the cure period specified in Section 6.02 has elapsed, City may exercise any rights and remedies herein, or otherwise available by law or equity. All such remedies are cumulative so that the identification of any particular remedy in this Declaration or the Development Agreement does not preclude the existence or exercise of any other remedy, and the actual exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy for the same default or any other default. City remedies for default shall include:

a. Seeking injunctive relief for specific performance of rent restrictions or other obligations under this Declaration;

b. Disgorgement of profits gained through the breach of this Declaration, either for the benefit of, depending on context and equity, over-charged Qualified Renters or Carson City itself, which conveyed the Land at no cost to Grantee for the sole and express purpose of developing and maintaining an affordable housing project throughout the entire Affordability Period;

c. Seeking a declaratory or other judgment from a Court of competent jurisdiction tolling (and therefore extending) the Affordability Period for the duration of any period during which rent restrictions or other obligations under this Declaration were not appropriately complied with; and/or

d. If the default is related to the condition of the Project's improvements or the treatment of tenants, City may expend funds to correct the default which shall constitute a lien on the Project or Land under the provisions of NRS 108.221 through 108.246.

Notwithstanding anything to the contrary in this Declaration, City agrees that any cure of any default made or tendered by any member or partner of Owner or Occupier shall be deemed to be a cure by Owner/Occupier and shall be accepted or rejected by City on the same basis as if made or tendered by Owner or Occupier.

§6.04 Waivers.

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Declaration, any failure or delay by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or pursue any remedies. Waivers are binding on a Party only if expressed in writing, signed by the Authorized Representative of the waiving Party, except that any waiver by the City's Authorized Representative is not binding where the Declaration, Development Agreement, or Nevada law require such waiver to be approved by the City's Board of Supervisors.

§6.05 Attorney's Fees and Costs.

If any Party brings any action or proceeding against another Party regarding a dispute arising from the Land, Project, or to enforce the provisions of this Declaration, the prevailing Party shall be entitled to reasonable attorney's fees and costs; however, in the event that a Party is awarded attorneys' fees, the Parties agree the reasonable rate for such attorneys' fees shall not exceed $125 per hour.

§6.06 Force Majeure.

In addition to specific provisions of this Declaration, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, pandemics or epidemics, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

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

Art. 7 GENERAL TERMS

§7.01 Time Frames and Deadlines.

The Parties agree to accomplish the actions within the time frames or deadlines stated above. Time is of the essence in the performance of the obligations in this Declaration. Unless otherwise specified: (i) the term "days" means calendar days; (ii) the term "business days" means calendar days, excluding weekends and holidays recognized by the State of Nevada; (iii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day; and (iv) performance is due by 5 p.m. PST on the day of deadline.

§7.02 Assignment, Transfer of Project; Binding Effect.

a. This Declaration is a covenant running with the land and shall be binding on all Owners and Occupiers of the Land and their heirs, successors, trustees, representatives and permitted assigns.

b. No Party may assign, transfer, delegate, or subordinate any rights, obligations, or duties under this Declaration without the prior written consent of the other Parties. The City's consent may be given only by the Carson City Board of Supervisors. Notwithstanding the forgoing, the Parties agree that Grantee may assign or convey its interest in the Land to Developer, provided such assignment or conveyance remains subject to the terms of this Declaration.

§7.03 Standards for Approvals; Further Acts and Assurances.

a. Unless otherwise specified (such as with the words "sole discretion") wherever this Declaration requires the approval of a Party, or any of a Party's officers, agents or employees, such approval shall not be unreasonably withheld delayed or conditioned.

b. The Carson City Board of Supervisors is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery, or arbitrary, capricious or an abuse of discretion.

c. The Parties shall take all reasonable actions and enter into, execute, and deliver all documents reasonably required by the other Parties to carry out the terms of this Declaration, provided that no such action or documentation shall result in (1) a material change to the terms and conditions of this Declaration, or, if applicable, the Development Agreement, or any document

executed in connection therewith, or (2) any greater liability of the other Parties. This provision survives the termination of this Declaration.

d. In the event of any legal action instituted by any third party or other government entity or official challenging this Declaration, the Parties and/or their agents, assigns, and successors shall cooperate and use their best efforts in defending any such action.

§7.04 Notices.

Notices provided under this Declaration must be in writing which shall be mailed or personally delivered to each Authorized Representative at the address specified in Table 1 or to any successor of Grantee or Developer (i.e., Owner or Occupier) at the Project address on Butti Way in Carson City, NV. Notice is deemed received by the other Party upon the earlier of (i) when actually received; (ii) five business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail; or (iii) two business days after having been submitted for delivery by reputable overnight courier. Failure to provide copies of additional notices as set forth herein does not affect the validity of notices.

§7.05 Limitations on Liability; Hold Harmless and Indemnification.

a. Limitations on liability. City does not waive, and intends to assert, any and all immunity defenses available under NRS chapter 41, in all cases.

b. Hold harmless and indemnification.

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

(ii) Except as otherwise provided in Subsection (b)(iv) 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:

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

(iii) 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.

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

§7.06 Severability.

In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending portion shall be deemed, from the very beginning, to have been modified to the extent necessary to bring it within the limits of validity or enforceability. If, however, such offending provision cannot be so modified, then it shall be severed from this Declaration. In either event (modification or severance), all remaining words, phrases, clauses, and provisions herein remain fully enforceable.

§7.07 Applicable Law; Jurisdiction.

The Parties' rights and obligations concerning the Land, the Project, and the interpretation and enforcement of this Declaration shall be governed by the laws of Nevada. The Parties consent to the jurisdiction of—and agree that disputes concerning the Parties' rights and obligations in connection with the Land, the Project, and the interpretation and enforcement of this Declaration will be resolved by—the courts of the First Judicial District Court of the State of Nevada in Carson City.

§7.08 Interpretation of This Agreement.

Titles and headlines of this Declaration are intended for editorial convenience and are not to be construed as a part of this Declaration. The word "include" or "including" is not intended as a limitation and shall be construed to include the words "but not limited to." Unless otherwise specified, the word "herein" means anywhere in this Declaration or the attachments. Any term in the

singular includes, where appropriate in the context, the plural. The Parties hereto were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to its contents. No presumptions against or in favor of any Party are appropriate based on who drafted this Declaration or any provision herein. The Development Agreement, even if released and reconveyed, may be used to help ascertain the Parties' intent regarding the Declaration.

§7.09 Warranties of Authority.

Each Party representative who signs this Declaration represents and warrants that he or she has obtained all necessary approvals and has actual authority to execute this Declaration with the effect of binding his or her principal.

§7.10 Modifications; Authority to Administer and Approve Changes.

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

b. Each Authorized Representative, acting alone on behalf of his or her principal only, shall have the authority to:

1. Execute all deeds, escrow instructions, settlement statements, title insurance instructions, agreements, notices and other instruments necessary to effectuate the purposes of this Declaration;

2. Accept all performances, and waive or negotiate remedies for defaults and implement this Declaration *provided, however that* Authorized Representatives *do not* have authority to take any such action that materially or substantially changes the uses or development permitted on the Land, affects the Affordability Period, subordinates this Declaration, or reduces an amount owed or adds to the cost incurred by a Party.

For example, each Authorized Representative, acting alone on behalf of his or her principal, *shall* have the authority to (i) issue interpretations and/or grant waivers regarding this Declaration on behalf of his or her principal; (ii) agree to loan assumptions, contract assignments, or substitution of Parties impacting only the interests of the Authorized Representative's principal; (iii) execute other documents as reasonably requested by any tax credit investor or senior financing lender in order to effect a closing of the financing of the Project on behalf of his or

her principal; (iv) waive or modify any insurance requirements set forth herein on behalf of his or her principal; and (v) extend times of performance under this Declaration on behalf of his or her principal.

§7.11 Entire Agreement; Conflict with Development Agreement; Counterparts.

a. This Declaration shall be effective on the date it is duly executed by all of the Parties. The Parties agree that this Declaration, together with its attachments, including the Development Agreement, contains the entire agreement of the Parties and supersedes any written or oral representations, promises, warranties, or other undertakings made during the negotiation of this Declaration.

b. In the event a conflict exists between the rights and obligations set forth in this Declaration and the Development Agreement, the conflicting provisions must be interpreted harmoniously to give the fullest effect possible to both provisions. If no such harmonious interpretation is possible, the interpretation which better protects the City's interest in seeing the Land used for affordable housing during the full Affordability Period shall govern. This rule of construction applies even if the Development Agreement has been released and reconveyed.

c. This Declaration may be executed in counterparts and is effective when each Party receives a complete set of counterpart signature pages.

//counterpart signature pages follow//

Declaration of Restrictive Covenants
(Sierra Flats Phase 2 Project)

Counterpart Signature Page

GRANTEE:

OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation

By: _____
Michael Snodgrass, its Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2023 before me,_____, Notary Public, personally appeared Michael Snodgrass, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

Declaration of Restrictive Covenants
(Sierra Flats 9% Project)

Counterpart Signature Page

DEVELOPER:

SIERRA FLATS FAMILY I, LP, a Nevada limited partnership

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

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

By: _____
Michael Snodgrass, its Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2023 before me,_____, Notary Public, personally appeared Michael Snodgrass, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

Declaration of Restrictive Covenants
(Sierra Flats Phase 2 Project)

Counterpart Signature Page

CITY:

CARSON CITY, a consolidated municipality

APPROVED:

CARSON CITY, a consolidated municipality

By: _____
Lori Bagwell, Mayor

Date: _____

APPROVED AS TO FORM:

Carson City District Attorney

By: _____

Date: _____

ATTEST:

Carson City Clerk-Recorder

By: _____
William Scott Hoen

Date: _____

EXHIBIT A
LAND LEGAL DESCRIPTION

EXHIBIT B
DEVELOPMENT AGREEMENT

EXHIBIT C

DEED FOR PHASE 2 PROPERTY

APN 010-037-06

AFTER RECORDING RETURN TO:
Attention: Michael Snodgrass
Oikos Development Corporation
1712 Main Street, Ste. 206
Kansas City, MO 64108

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 2023, by and between CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called GRANTOR and OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation and I.R.S. tax-exempt 501(c)(3) organization, hereinafter called GRANTEE,

WITNESSETH:

That said GRANTOR, pursuant to Resolution 2023-R-_____ (Exhibit B) and NRS 244.287, for good and valuable consideration, the receipt whereof is hereby acknowledged, and acting in accordance with the provisions of NRS 244.287, does hereby remise, release and forever quitclaim unto the said GRANTEE all of the right, title and fee interest of said GRANTOR in and to that certain real property located at 3320 Butti Way, Carson City, Nevada (APN 010-037-06) as shown on Exhibit A ("PROPERTY").

SUBJECT TO:

(1) Section 2.3(A) of the Development Agreement with GRANTOR (Exhibit C) and NRS 244.287(8) requiring the PROPERTY to automatically revert to GRANTOR if within 5 years after this conveyance GRANTEE or its lawful agents, partners, successors, or assignees have not commenced construction of affordable housing, or entered into such contracts as are necessary to commence the construction of affordable housing.

(2) Section 2.3(B) of the Development Agreement with GRANTOR (Exhibit C) permitting GRANTOR to exercise a right to reenter and terminate GRANTEE's estate in the PROPERTY if (absent an extension from GRANTOR) construction on an affordable housing project has not commenced on the PROPERTY on or before July 1, 2023.

(3) Section 2.3(B) of the Development Agreement with GRANTOR (Exhibit C) permitting GRANTOR to exercise a right to reenter and terminate GRANTEE's estate in the PROPERTY if (absent an extension from GRANTOR) construction on an affordable housing project has not been completed on the PROPERTY on or before December 31, 2024.

(4) The Declaration of Restrictive Covenants attached as Exhibit D.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

_____
LORI BAGWELL, Mayor

STATE OF NEVADA)

CARSON CITY)

This instrument was acknowledged before me on this _____ day of _____, 2023 by Lori Bagwell.

_____
Notary Public

APPROVED AS TO FORM:

Carson City District Attorney

By: _____

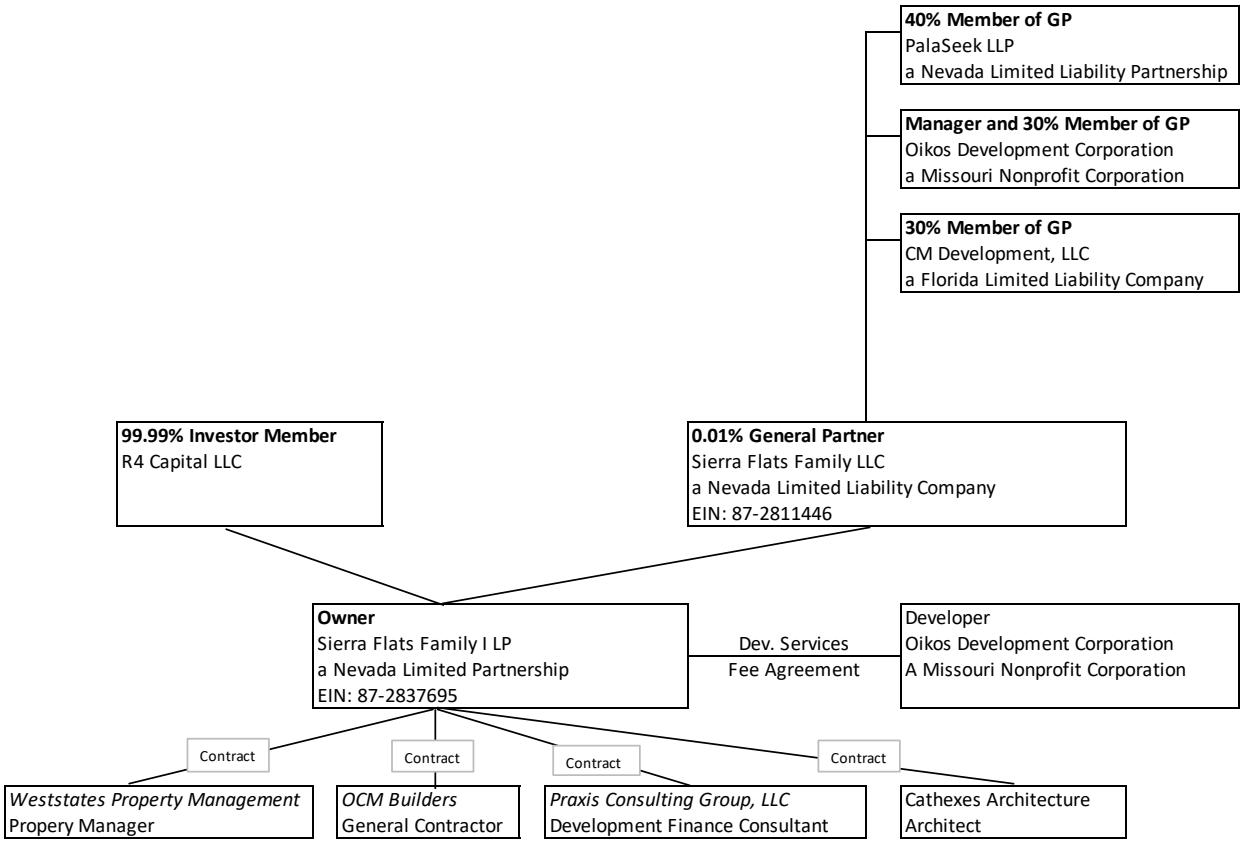
Date: _____

EXHIBIT D

DEVELOPMENT TEAM ORGANIZATION CHART

4% Sierra Flats Apartments
Carson City, NV

Organizational Chart
(rev. 9.13.21)



Proposed Signature Block
Sierra Flats Family I LP, a Nevada limited partnership
By: Sierra Flats Family LLC, a Nevada limited liability company, its General Partner
By: Oikos Development Corporation, a Missour nonprofit corporation, its Manager
By: Michael Snodgrass, Executive Director

Doc # 534114
Recorded 7/20/2022 8:57 AM
Requested by CC PLANNING
Carson City - NV
Aubrey Rowlatt Clerk - Recorder
Page 1 of 2 Fee: $0.00
Recorded By: CM

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT CARSON CITY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THAT ALL EASEMENTS SHOWN HEREON ARE GRANTED FOR THE STATED PURPOSES. WE DECLARE THAT WE EXECUTES THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS/HER NAME. WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

CARSON CITY
Lori Bagwell — 7/19/22
MAYOR — DATE
Lori Bagwell, MAYOR
(PRINT NAME/TITLE)
Aubrey Rowlatt — 7/20/22
CLERK — DATE
Aubrey Rowlatt/Clerk-Recorder
(PRINT NAME/TITLE)

NOTARY CERTIFICATE

STATE OF Nevada } SS
COUNTY OF Carson City }

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 19 DAY OF July, 2022,
Lori Bagwell
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC
Alexis Philippi
PRINT NAME

NOTARY CERTIFICATE

STATE OF Nevada } SS
COUNTY OF Carson City }

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 20th DAY OF July, 2022,
Aubrey Rowlatt
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
Cassandra for Macias
NOTARY PUBLIC
Cassandra JD Macias
PRINT NAME

CASSANDRA JD MACIAS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-02-26
Certificate No: 22-1304-03

UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

7/6/2022
SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY — DATE

CHRIS ROBINSON RIGHT OF WAY AGENT

7/5/22
CHARTER COMMUNICATIONS — DATE

Armando Espino Manager

7/18/2022
CARSON CITY UTILITIES — DATE
STEPHEN POTTEY
SENIOR PROJECT MANAGER

7/6/2022
NEVADA BELL TELEPHONE COMPANY D/B/A NEVADA AT&T — DATE

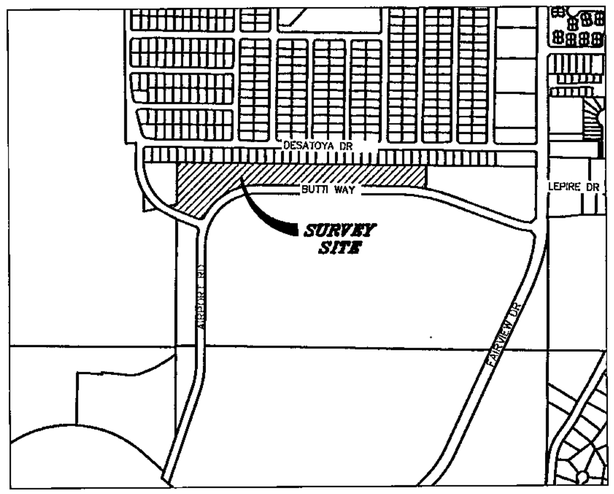
CLIFF COOPER MGROSP PLANNER

SOUTHWEST GAS CORPORATION CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

7/14/22
SOUTHWEST GAS CORPORATION — DATE

Clarence Ramsay Eng Tech.



VICINITY MAP
NOT TO SCALE

NOTES

1. PUBIC UTILITY EASEMENTS GRANTED INCLUDE USE BY CABLE TELEVISION COMPANIES.
2. THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
3. ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SANITARY SEWER.
4. THERE ARE NO APPARENT WELLS OR SEPTIC SYSTEM LOCATED ON THE PROPERTY TO BE PARCELED AS OF THE DATE OF THE SURVEY.
5. THIS PARCEL MAP LOT CONFIGURATION CONFORMS TO THE CARSON CITY MUNICIPAL CODE PURSUANT TO CCMC 18.04.190 AND 18.04.195.
6. THE CURRENT ZONING DISTRICT IS MULTI-FAMILY APARTMENT (MFA) AND PUBLIC REGIONAL (PR).
7. ANY FURTHER SUBDIVISION OF THE SUBJECT PARCELS MAY REQUIRE A TENTATIVE SUBDIVISION MAP IN COMPLIANCE WITH ORDINANCE 1987-25.
8. THE PROPERTY IS LOCATED WITHIN FLOOD ZONES X SHADED AND AO (1 FOOT DEPTH), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE INSURANCE MAP (FIRM) PANEL 3200010111H EFFECTIVE JUNE 19, 2019.
9. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED, 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES, 5 FEET IN WIDTH COINCIDENT WITH EXTERIOR BOUNDARIES, AND 10 FEET IN WIDTH ADJACENT TO STREET RIGHTS-OF-WAY.
10. AS THE PARCELS DEVELOP, EACH INDIVIDUAL LAND OWNER WILL BE RESPONSIBLE FOR MAINTAINING ANY LANDSCAPING INSTALLED IN THE PUBLIC ROAD RIGHT-OF-WAYS, INCLUDING THE DEVELOPMENT'S LANDSCAPE AREAS, OPEN SPACE AREAS, AND TURF AREAS ASSOCIATED WITH EACH PARCEL.
11. THE INGRESS AND EGRESS AS SHOWN ON SHEET 2 IS FOR THE BENEFIT OF PARCEL 2.

UNOFFICIAL COPY

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE RECORD OWNER OF SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS TO BE DIVIDED EXCEPT AS/IF SHOWN BELOW;

Nicole Howell — 7/1/2022
Nicole Howell State Escrow Manager — DATE File # 2424079
(PRINT NAME/TITLE)

TOTAL AREA

7.82 A.C. ±

CITY ENGINEERS'S APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THE PARCEL MAP HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY PERTAINING TO PARCEL MAP PROCEDURE HAVE BEEN COMPLIED WITH AND HE IS SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Randall Rice — 7.18.22
RANDALL RICE, P.E. — DATE
CARSON CITY ENGINEER

PARCEL MAP REVIEW COMMITTEE

THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP (PM-2022-0109) REVIEWED AND APPROVED ON APRIL 6, 2022 AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

July 15, 2022
CARSON CITY COMMUNITY DEVELOPMENT DEPARTMENT — DATE
HOPE SULLIVAN AICP, COMMUNITY DEVELOPMENT DIRECTOR

TREASURERS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND, APN 010-037-04, FOR THE FISCAL YEAR HAVE BEEN PAID.

CARSON CITY TREASURER

APN: 010-037-04

Jeanette V. Mandel — July 15, 2022
TREASURER — DATE

SURVEYOR'S CERTIFICATE

I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY.
2. THE LANDS SURVEYED LIE WITHIN BEING A PORTION OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON FEBRUARY 18, 2022.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

LEE H. SMITHSON P.L.S.
NEVADA CERTIFICATE NO. 5097

LEE H. SMITHSON — PROFESSIONAL LAND SURVEYOR — STATE OF NEVADA — No. 5097 — 6-30-24
7/11/2022

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF,

ON THIS 20th DAY OF July, 2022
AT 57 MINUTES PAST 8 O'CLOCK A M.
IN THE OFFICIAL RECORDS OF CITY OF CARSON, NEVADA.

RECORDING FEE: 0
BOOK: 11
PAGE: 3045
FILE No: 534114

Aubrey Rowlatt
COUNTY RECORDER - Aubrey Rowlatt
BY: Cassandra Macias

PM-2022-0195

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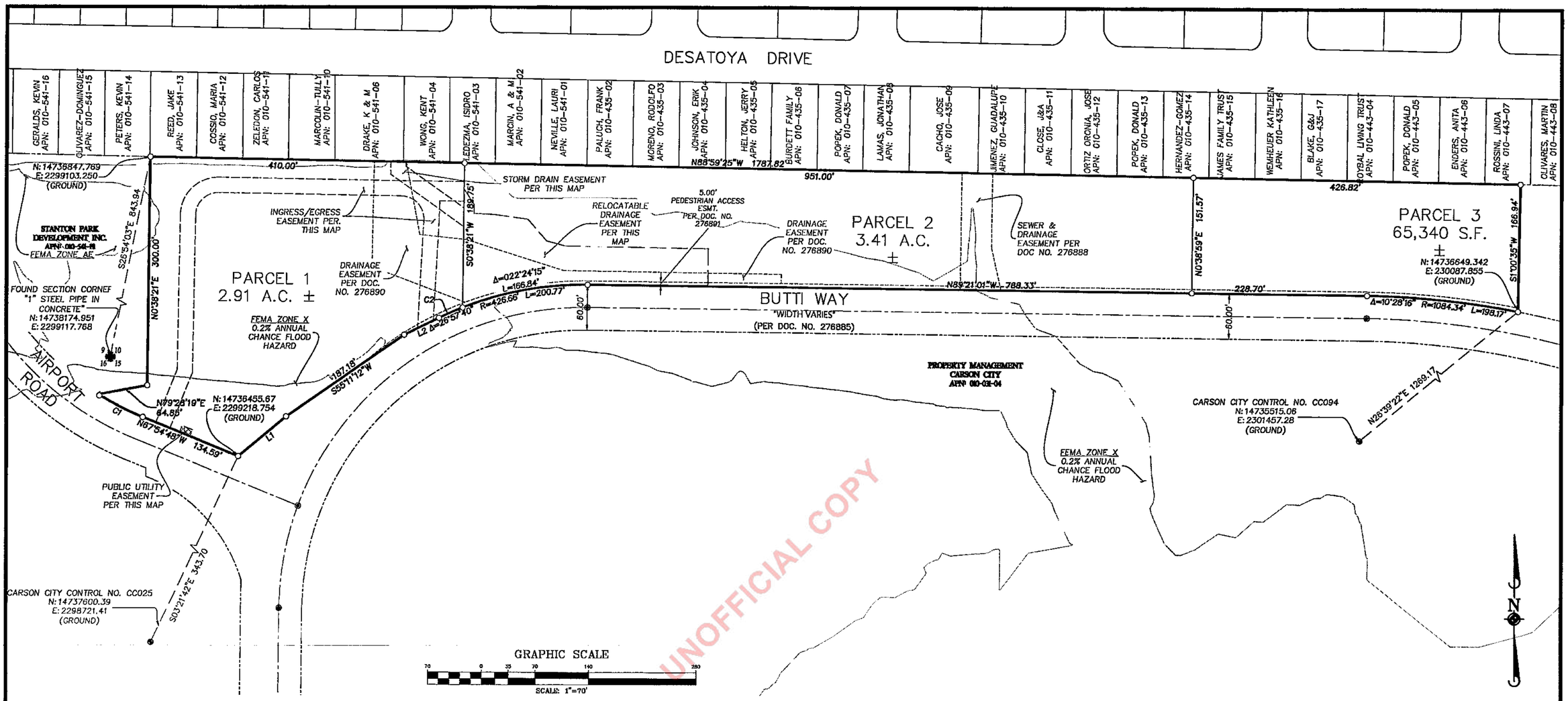
PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY — NEVADA

Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775-748-3500 fx:775.748.3600 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	#
SHEET	1 OF 2

PARCEL MAP 3045

Doc # 534114 7/20/2022 2 of 2



UNOFFICIAL COPY

BASIS OF BEARINGS

BASIS OF BEARINGS: GRID NORTH, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94 HARN) DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS OF THE 2010 CARSON CITY CONTROL NETWORK CONTROL POINT NUMBERS BEING CC024, & CC025 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010, AS FILE NO. 403435 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA.

TOTAL AREA

7.82 A.C. ±

REFERENCES

1. RECORD OF SURVEY NO. 2784 "BUTTI WAY & AIRPORT ROAD" RECORDED AS FILE NO. 729214 OFFICIAL RECORDS CARSON CITY, NEVADA.
2. PUBLIC ROADWAY DEDICATION DOCUMENT RECORDED AS DOCUMENT NUMBER 276885, OFFICIAL RECORDS CARSON CITY, NEVADA.
3. RECORD OF SURVEY RECORDED MAY 5, 2002 AS MAP NUMBER 2454, FILE NUMBER 278817 IN THE OFFICIAL RECORDS CARSON CITY, NEVADA.

LEGEND

- ——— = EX. PROPERTY LINE
- — — — = EX. EASEMENT LINE
- ——————— = EX. RIGHT OF WAY LINE
- ——— — ——— = EX. CENTERLINE OF ROADWAY
- ——— · ——— = EX. FLOOD ZONE LINE
- APN = ASSESSORS PARCEL NUMBER
- DOC. NO. = DOCUMENT NUMBER

MONUMENT LEGEND

- ⊕ = CARSON CITY CONTROL MONUMENT AS NOTED
- ● = FOUND MONUMENT AS NOTED
- ◉ = FOUND CENTERLINE WELL MONUMENT
- ○ = SET NO. 5 REBAR AND CAP STAMPED "PLS 5097"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S50°08'29"W	81.25'
L2	S83°41'20"W	50.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	10°05'12"	370.00'	65.14'
C2	4°33'25"	426.66'	33.93'

LEE H. SMITHSON
PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
No. 5097
6-30-23
7/14/2022

PM-2022-0195

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PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.

CARSON CITY NEVADA

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841 Ridge Street, Suite 400, Reno, NV 89501 ph:775.748.8300 fx:775.748.3320 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	##
SHEET	2 OF 2

3045-A

PARCEL MAP 3045-A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution concerning an application under Nevada Revised Statutes ("NRS") 244.287 for the conveyance, without consideration, of approximately 3.41 acres of undeveloped land designated as Assessor's Parcel Number ("APN") 010-037-06 ("Phase 2 Property"), which is owned by Carson City, to Oikos Development Corporation ("Oikos"), a tax-exempt 501(c)(3) organization, for the development of the second phase of an affordable housing project ("Phase 2 Project"). (Dan Stucky, dstucky@carson.org and Robert Nellis, rnellis@carson.org).

Staff Summary: Construction has already commenced on the first phase of the affordable housing development ("Phase 1 Project") on 2.91 acres identified as APN 010-037-07 ("Phase 1 Property"). At its March 16, 2023, meeting, the Board of Supervisors ("Board") introduced, on first reading, Bill No. 107 concerning a proposed development agreement between the City and PalaSeek LLP ("PalaSeek"), Oikos and Sierra Flats Family I LP which sets the terms for development of the Phase 2 Project and conveyance of the Phase 2 Property ("Phase 2 Development Agreement"). At that same meeting, the Board directed staff to perform the diligence necessary to convey the Phase 2 Property to Oikos under NRS 244.287.

Agenda Action: Resolution **Time Requested:** 15 minutes

Proposed Motion
I move to adopt Resolution No. 2023-R-_____.

Board's Strategic Goal
Economic Development

Previous Action
March 16, 2023 (Item 16D and 16E): The Board acknowledged Oikos' application for conveyance of the Phase 2 Property under NRS 244.287 and directed staff to perform the noticing and other diligence necessary to complete that conveyance. Additionally, the Board introduced, on first reading, the Phase 2 Development Agreement as Bill No. 107.

December 15, 2022 (Item 17A): The Board approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 2 Property, effective through December 31, 2023.

December 16, 2021 (Item 22A): The Board (1) adopted, on second reading, the development agreement for the Phase 1 Project; (2) approved conveyance of the Phase 1 Property to Oikos under NRS 244.287; and (3)

approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 2 Property, effective through December 31, 2022.

November 18, 2021 (Item 25B): The Board introduced, on first reading, a proposed ordinance approving the development agreement between Carson City and PalaSeek, Oikos and Sierra Flats Senior LP for development of the Phase 1 Project. Additionally, the Board recognized Oikos' application for conveyance of the Phase 1 Property, upon which the Phase 1 Project will sit, and directed staff to perform the noticing and other diligence required for the public hearing required by NRS 244.287.

November 4, 2021 (Item 13B): The Board reviewed and provided direction to staff on a proposed development agreement between Carson City and PalaSeek, Oikos and Sierra Flats Senior LP for development of the Phase 1 Project, also known as the Sierra Lofts/Flats 9% Project.

April 15, 2021 (Item 15A): The Board approved an exclusive negotiating rights agreement between Carson City and PalaSeek for the Phase 1 Property and Phase 2 Property, effective through January 1, 2022.

December 5, 2019 (Item 17A): The Board held a public hearing on the Requests for Proposals ("RFP") submitted and selected PalaSeek to work with the City to pursue a development agreement for an affordable housing project.

January 17, 2019 (Item 25B) - The Board directed staff to initiate due diligence to determine whether to convey a portion of City-owned property under NRS Chapter 244 for the development of affordable/workforce housing and to prepare a proposed RFP to allow the Board to seek proposals from qualified developers through a competitive process.

Background/Issues & Analysis

On September 12, 1960, the City acquired approximately 127.7 acres of property along Butti Way from the State of Nevada. Since this time, the property has been developed to house several City departments and facilities including the Carson City Public Works Department and Corporate Yard, the Carson City Parks, Recreation and Open Space Department, the Nevada Humane Society and the Carson City Water Resource Reclamation Facility. Within that 127.7 acres is approximately 7.82 acres of real property, formerly designated as 3410 Butti Way, APN 010-037-04. On July 20, 2022, the City recorded Parcel Map 3045 with the Carson City Clerk-Recorder's Office, which created the Phase 1 Property (2.91 acres), the Phase 2 Property (3.41 acres) and a third parcel of 1.5 acres being reserved for future use by the City.

PalaSeek and its partners have commenced construction on the Phase 1 Project and have secured enough public funding and low-income housing tax credits to move forward with the development of the Phase 2 Project. City staff, PalaSeek, Oikos and Sierra Flats Family I LP have prepared the proposed Phase 2 Development Agreement.

In conjunction with this agenda item, the Board will also consider the second reading of the Phase 2 Development Agreement, as Bill No. 107. As described in the Phase 2 Development Agreement, prior to conveyance of the Phase 2 Property to Oikos, the Phase 2 Development Agreement must be executed.

At its March 16, 2023, meeting, the Board directed City staff to perform the requisite noticing and diligence to convey the Phase 2 Property to Oikos, an I.R.S. tax-exempt 501(c)(3), without fee, for the development of an affordable housing project on the Phase 2 Property under NRS 244.287.

Substantively, NRS 244.287 allows the Board to convey City land, without consideration, under specific circumstances that staff believes are met by Oikos' application:

1. The City must have purchased the land or received it by donation.

Here, the State donated 127.7 acres of property, which includes the Phase 2 Property, to the City in 1960, as required by 1959 Statutes of Nevada, Chapter 504.

2. The City may convey to a tax-exempt 501(c)(3) organization that applies to receive the property.
Here, Oikos is a tax-exempt 501(c)(3) and has applied to receive the Phase 2 Property.

3. The Board must be satisfied that the organization, or its assignee, will use the property to develop affordable housing.
The Board must make this finding at the public hearing on Oikos' application. The proposed resolution, 2023-R-_____, for this matter includes this finding.

4. Conveying the property to the non-profit organization to develop affordable housing will not violate any gift condition.
There are no relevant restrictions on the City's use of the land conveyed by the State in 1960.

5. The Board must enter into an agreement wherein the non-profit, or its assignee, is bound to use the property for affordable housing for at least 50 years.
If the Board approves the Phase 2 Development Agreement on second reading, the Phase 2 Property will be conveyed subject to a restrictive covenant requiring that the Phase 2 Property be used as affordable housing for at least 51 years.

NRS 244.287 also requires Carson City to fulfill certain procedural requirements before it can convey property without consideration for affordable housing. Staff has fulfilled the procedural requirements as follows:

1. The City must hold a public hearing on the application for conveyance.
The Board's meeting today (April 6, 2023) is the requisite public hearing.

2. For an April 6, 2023 public hearing, the City must, no later than March 26, 2023:

a. Publish notice of the public hearing at least once in a newspaper of general circulation.
Notice was published March 22, 2023 and March 25, 2023 in the Nevada Appeal.

b. Mail notice of the public hearing to the owners of record for real property within 300 feet of the Phase 2 Property.
Staff dispatched mailed notices March 23, 2023.

c. Post notice of the public hearing on a conspicuous location on the property.
Staff posted large signage with notice of the public hearing on the Phase 2 Property on March 22, 2023.

3. Though not required, City staff also posted notice of the public hearing at the City's Community Development Office, City Hall, Community Center, Library, Courthouse and website on or before March 22, 2023.

If the Board adopts the Phase 2 Development Agreement on second reading, and it determines that all substantive and procedural prerequisites are met here, it may adopt Resolution No. 2023-R-____ and convey the Phase 2 Property to Oikos without consideration.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 244.287

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 to staff regarding any conveyance of the Phase 2 Property.

Attachments:
1_Resolution.pdf

2_Property Legal Description and Parcel Map 3045.pdf

3_Application for Conveyance from Oikos Development Corporation (ODC).pdf

4_Original 1960 Deed from State to Carson City.pdf

5_Proof of Publication.pdf

6_Proof of Mailing.pdf

7_Proof of Public Noticing Sign at Site.pdf

8_Proof of Noticing.pdf

Board Action Taken:

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

_____
(Vote Recorded By)

RESOLUTION NO. 2023-R-_____

A RESOLUTION REGARDING THE CONVEYANCE, WITHOUT CONSIDERATION, OF 3.41 ACRES WITH APN 010-037-06 TO OIKOS DEVELOPMENT CORPORATION UNDER NRS 244.287 FOR THE DEVELOPMENT OF AFFORDABLE HOUSING

WHEREAS, NRS 244.287 allows Carson City's Board of Supervisors ("Board") to convey City-owned land without consideration to a non-profit organization if the nonprofit organization demonstrates to the Board's satisfaction that it, or its assignee, will use the land to develop affordable housing;

WHEREAS, Carson City acquired 127.7 acres of land by donation from the State of Nevada through Chapter 503 of the 1959 Statutes of Nevada and a deed dated September 12, 1960 and recorded with the Ormsby County Recorder on September 13, 1960 as Document No. 34996 at Book 89, Page 158 ("1960 Deed");

WHEREAS, through the 1960 Deed, Carson City owned 7.81 acres of land that was previously designated as APN 010-037-04 ("Undivided Parcel");

WHEREAS, Parcel Map 3045 was recorded with the Carson City Clerk-Recorder's Office as Doc. No. 534114 on July 20, 2022 ("Parcel Map 3045") and divided the Undivided Parcel into three parcels;

WHEREAS, Parcel 2 on Parcel Map 3045 is 3.41 acres, with APN 010-037-06, which is described and shown in Exhibit A ("Land");

WHEREAS, on March 16, 2023, the Board introduced Bill No. 107 on first reading, which is an ordinance to approve a development agreement between Carson City and PalaSeek LLP, Oikos Development Corporation ("Oikos"), and Sierra Flats Family I LP for the conveyance of the Land to Oikos and the development of an affordable housing project on the Land ("Development Agreement");

WHEREAS, the Development Agreement requires that any conveyance to Oikos be subject to a Restrictive Covenant requiring, among other things, that the Land be used for affordable housing for a period of at least 51 years;

WHEREAS, on March 16, 2023, the Board also reviewed an application for Carson City to convey the Land to Oikos under NRS 244.287 for the development of an affordable housing project;

WHEREAS, Oikos is a tax-exempt non-profit organization under 26 U.S.C. § 501(c)(3);

WHEREAS, conveying to Oikos under NRS 244.287 does not violate any condition from the 1960 Deed;

WHEREAS, Carson City provided notice that a public hearing would be held on April 6, 2023 on the issue of Oikos' application by:

1. Publishing notice in the Nevada Appeal on March 22, 2023 and March 25, 2023;

2. Dispatching notice on March 23, 2023 via U.S. mail to all owners of record of real property within 300 feet of the Land;

3. Posting notice on large sign, visible from the street, on the Land on March 22, 2023; and

4. Posting notice on the City's website and at the City's Community Development Office, City Hall, Community Center, Library, and Courthouse, on March 22, 2023;

WHEREAS, at its April 6, 2023 meeting, the Board voted to adopt Bill No. 107 on second reading, thereby approving the Development Agreement; and

WHEREAS, the Board is satisfied that Oikos, or its assignee, will use the Land to develop affordable housing;

NOW, THEREFORE, the Board hereby resolves that:

1. It is in the best interest of Carson City and its residents that the Land be used to develop affordable housing;

2. Oikos' application under NRS 244.287 to receive the Land, without consideration, for the development of an affordable housing project is approved; and

3. The Mayor is authorized to execute a deed conveying the Land to Oikos once conveyance is required by the terms of the Development Agreement.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this 6th day of April, 2023 by the following vote.

VOTE:

AYES: _____
_____
_____
_____
_____

NAYS: _____
_____

ABSENT: _____

ABSTAIN: _____

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

EXHIBIT A- Legal Description and Parcel Map 3045

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS

Doc # 534114
Recorded 7/20/2022 8:57 AM
Requested by CC PLANNING
Carson City - NV
Aubrey Rowlatt Clerk - Recorder
Fee: $0.00 RPTT: $0.00
Recorded By: CM

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT CARSON CITY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THAT ALL EASEMENTS SHOWN HEREON ARE GRANTED FOR THE STATED PURPOSES. WE DECLARE THAT WE EXECUTES THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS/HER NAME. WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

CARSON CITY
Lori Bagwell — 7/19/22
MAYOR — DATE
Lori Bagwell, MAYOR
(PRINT NAME/TITLE)

Aubrey Rowlatt — 7/20/22
CLERK — DATE
Aubrey Rowlatt/Clerk-Recorder
(PRINT NAME/TITLE)

NOTARY CERTIFICATE

STATE OF Nevada }
COUNTY OF Carson City } SS

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 19 DAY OF July, 2022,
Lori Bagwell
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC
Alexis Philippi
PRINT NAME

NOTARY CERTIFICATE

STATE OF Nevada }
COUNTY OF Carson City } SS

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 20th DAY OF July, 2022,
Aubrey Rowlatt
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
Cassandra for Macias
NOTARY PUBLIC
Cassandra JD Macias
PRINT NAME

CASSANDRA D MACIAS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-02-26
Certificate No: 22-1304-03

UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

7/6/2022
SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY — DATE

CHRIS ROBINSON RIGHT OF WAY AGENT

7/5/22
CHARTER COMMUNICATIONS — DATE

Armando Espino Manager

7/18/2022
CARSON CITY UTILITIES — DATE
STEPHEN POTTEY
SENIOR PROJECT MANAGER

7/6/2022
NEVADA BELL TELEPHONE COMPANY D/B/A NEVADA AT&T — DATE

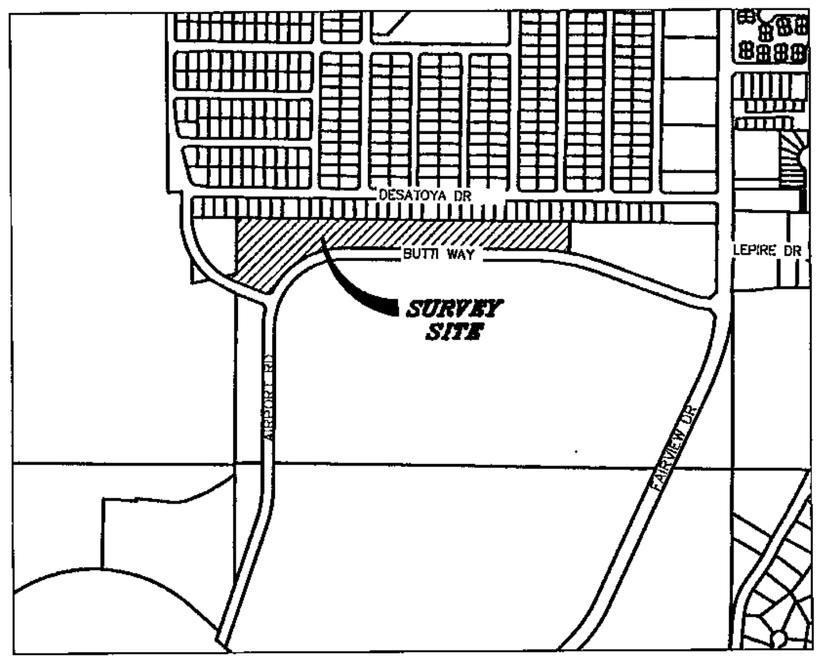
CLIFF COOPER MGROSP PLANNER

SOUTHWEST GAS CORPORATION CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

Clarence Ramsay — 7/14/22
SOUTHWEST GAS CORPORATION — DATE

Clarence Ramsay Eng Tech



VICINITY MAP
NOT TO SCALE

NOTES

1. PUBIC UTILITY EASEMENTS GRANTED INCLUDE USE BY CABLE TELEVISION COMPANIES.
2. THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
3. ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SANITARY SEWER.
4. THERE ARE NO APPARENT WELLS OR SEPTIC SYSTEM LOCATED ON THE PROPERTY TO BE PARCELED AS OF THE DATE OF THE SURVEY.
5. THIS PARCEL MAP LOT CONFIGURATION CONFORMS TO THE CARSON CITY MUNICIPAL CODE PURSUANT TO CCMC 18.04.190 AND 18.04.195.
6. THE CURRENT ZONING DISTRICT IS MULTI-FAMILY APARTMENT (MFA) AND PUBLIC REGIONAL (PR).
7. ANY FURTHER SUBDIVISION OF THE SUBJECT PARCELS MAY REQUIRE A TENTATIVE SUBDIVISION MAP IN COMPLIANCE WITH ORDINANCE 1987-25.
8. THE PROPERTY IS LOCATED WITHIN FLOOD ZONES X SHADED AND AO (1 FOOT DEPTH), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE INSURANCE MAP (FIRM) PANEL 3200010111H EFFECTIVE JUNE 19, 2019.
9. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED, 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES, 5 FEET IN WIDTH COINCIDENT WITH EXTERIOR BOUNDARIES, AND 10 FEET IN WIDTH ADJACENT TO STREET RIGHTS-OF-WAY.
10. AS THE PARCELS DEVELOP, EACH INDIVIDUAL LAND OWNER WILL BE RESPONSIBLE FOR MAINTAINING ANY LANDSCAPING INSTALLED IN THE PUBLIC ROAD RIGHT-OF-WAYS, INCLUDING THE DEVELOPMENT'S LANDSCAPE AREAS, OPEN SPACE AREAS, AND TURF AREAS ASSOCIATED WITH EACH PARCEL.
11. THE INGRESS AND EGRESS AS SHOWN ON SHEET 2 IS FOR THE BENEFIT OF PARCEL 2.

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE RECORD OWNER OF SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS TO BE DIVIDED EXCEPT AS/IF SHOWN BELOW;

Nicole Howell — 7/1/2022
Nicole Howell State Escrow Manager — DATE File # 2424079
(PRINT NAME/TITLE)

TOTAL AREA

7.82 A.C. ±

CITY ENGINEERS'S APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THE PARCEL MAP HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY PERTAINING TO PARCEL MAP PROCEDURE HAVE BEEN COMPLIED WITH AND HE IS SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Randall Rice — 7.18.22
RANDALL RICE, P.E. — DATE
CARSON CITY ENGINEER

PARCEL MAP REVIEW COMMITTEE

THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP (PM-2022-0109) REVIEWED AND APPROVED ON APRIL 6, 2022 AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

Hope Sullivan — July 15, 2022
CARSON CITY COMMUNITY DEVELOPMENT DEPARTMENT — DATE
HOPE SULLIVAN AICP, COMMUNITY DEVELOPMENT DIRECTOR

TREASURERS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND, APN 010-037-04, FOR THE FISCAL YEAR HAVE BEEN PAID.

CARSON CITY TREASURER

APN: 010-037-04

Jeanette V. Mandel — July 15, 2022
TREASURER — DATE

SURVEYOR'S CERTIFICATE

I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY.
2. THE LANDS SURVEYED LIE WITHIN BEING A PORTION OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON FEBRUARY 18, 2022.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

LEE H. SMITHSON P.L.S.
NEVADA CERTIFICATE NO. 5097

LEE H. SMITHSON — PROFESSIONAL LAND SURVEYOR — STATE OF NEVADA — No. 5097 — EXP. 6-30-24
7/11/2022

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF,

ON THIS 20th DAY OF July, 2022
AT 57 MINUTES PAST 8 O'CLOCK A M.
IN THE OFFICIAL RECORDS OF CITY OF CARSON, NEVADA.

RECORDING FEE: 0
BOOK: 11
PAGE: 3045
FILE No: 534114

Aubrey Rowlatt
COUNTY RECORDER - Aubrey Rowlatt
BY: Cassandra Macias

PM-2022-0195

UNOFFICIAL COPY

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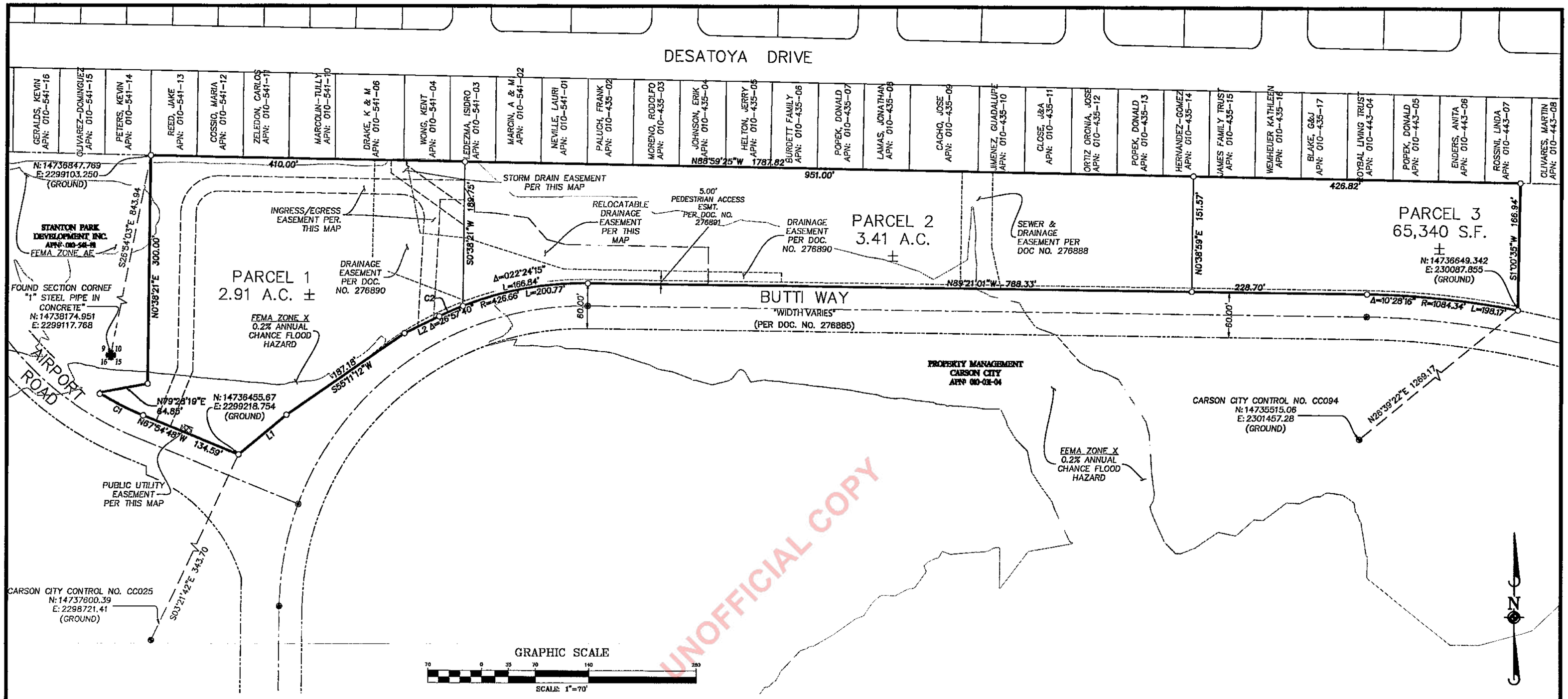
PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY — NEVADA

Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775-740-3500 fx:775.748.3820 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHP
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	#
SHEET	1 OF 2

PARCEL MAP 3045

Doc # 534114 7/20/2022 2 of 2



UNOFFICIAL COPY

BASIS OF BEARINGS

BASIS OF BEARINGS: GRID NORTH, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94 HARN) DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS OF THE 2010 CARSON CITY CONTROL NETWORK CONTROL POINT NUMBERS BEING CC024, & CC025 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010, AS FILE NO. 403435 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA.

TOTAL AREA

7.82 A.C. ±

REFERENCES

1. RECORD OF SURVEY NO. 2784 "BUTTI WAY & AIRPORT ROAD" RECORDED AS FILE NO. 729214 OFFICIAL RECORDS CARSON CITY, NEVADA.
2. PUBLIC ROADWAY DEDICATION DOCUMENT RECORDED AS DOCUMENT NUMBER 276885, OFFICIAL RECORDS CARSON CITY, NEVADA.
3. RECORD OF SURVEY RECORDED MAY 5, 2002 AS MAP NUMBER 2454, FILE NUMBER 278817 IN THE OFFICIAL RECORDS CARSON CITY, NEVADA.

LEGEND

- ——— = EX. PROPERTY LINE
- — — — = EX. EASEMENT LINE
- ——— = EX. RIGHT OF WAY LINE
- ——— = EX. CENTERLINE OF ROADWAY
- ·—·—· = EX. FLOOD ZONE LINE
- APN = ASSESSORS PARCEL NUMBER
- DOC. NO. = DOCUMENT NUMBER

MONUMENT LEGEND

- ⊕ = CARSON CITY CONTROL MONUMENT AS NOTED
- ● = FOUND MONUMENT AS NOTED
- ◉ = FOUND CENTERLINE WELL MONUMENT
- ○ = SET NO. 5 REBAR AND CAP STAMPED "PLS 5097"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S50°08'29"W	81.25'
L2	S83°41'20"W	50.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	10°05'12"	370.00'	65.14'
C2	4°33'25"	426.66'	33.93'

LEE H. SMITHSON
PLS 5097
STATE OF NEVADA
PROFESSIONAL LAND SURVEYOR
7/1/2022

PM-2022-0195

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PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY NEVADA

Manhard CONSULTING LTD
841 Ridge Street, Suite 400, Reno, NV 89501 ph:775.748.8300 fx:775.748.8320 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	##
SHEET	2 OF 2

3045-A

PARCEL MAP 3045-A

Oikos Development Corporation
1712 Main Street
Suite 206
Kansas City, MO 64108
msnodgrass.odc@gmail.com

March 3rd, 2023

Carson City Board of Supervisors:

Re: Application for conveyance of Parcel 2 of Parcel Map 3045 under NRS 244.287 for the development of affordable housing

Oikos Development Corporation (ODC) is a not-for-profit 501c3 operating in multiple states, including Nevada. Our mission is to provide quality, affordable housing in areas of the country where a need is present, which now includes most of the United States.

Consistent with the proposed development agreement between Carson City and PalaSeek LLP, Oikos Development Corporation ("Oikos"), and Sierra Flats Family I LP, Oikos now applies for conveyance of the Parcel 2 of Parcel Map 3045 described in Exhibit A – Title Commitment to this letter under NRS 244.287.

Thank you for your consideration.

Sincerely,

Michael Snodgrass
President/CEO
Oikos Development Corporation

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 2500 N Buffalo Drive, Ste 120, Las Vegas, NV 89128
Issuing Office's ALTA® Registry ID: Escrow Officer Name: Keleigh Nava
Commitment Number: 2624079A Phone: (702)251-5350
Issuing Office File Number: 2624079A Email: knava@firstam.com
Property Address: 0 Butti Way, 010-037-06, Carson City, NV
Revision Number:

SCHEDULE A

1. Commitment Date: February 23, 2023 at 8:00 a.m.

2. Policy to be issued:
   a. ALTA® Extended Owner's Policy
   Proposed Insured: Sierra Flats Senior, LP
   Proposed Amount of Insurance: $1,000.00
   The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

   Fee

4. The Title is, at the Commitment Date, vested in:

   The City of Carson City, a municipal corporation of the State of Nevada

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

By:
Debbie M. Jackson
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Releases(s) or Reconveyance(s) of Item(s): None

6. Other: None

7. You must give us the following information:

   A. Any off record leases, surveys, etc.

   B. Statement(s) of Identity, all parties.

   C. Others: None

The following additional requirements, as indicated by "X", must be met:

[X] 8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] 9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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[] 10. The following LLC documentation is required from .

[X] 11. The following partnership documentation is required from Sierra Flats Senior, LP:

- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that a copy of the Sierra Flats Senior, LP Partnership Agreement and any amendments thereto be submitted to the Company for examination.

- Evidence of proper filing and good standing in the State of Nevada of Sierra Flats Senior, LP.

[] 12. The following documentation is required from corporation:

[] 13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.

[] 14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.

[X] 15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

[X] 16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

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[] 17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

[] 18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

[] 19. Financial statements from the appropriate parties must be submitted to the Company for review.

[] 20. A copy of the construction contract must be submitted to the Company for review.

[] 21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.

5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

   Exceptions 1-6 will be omitted on extended coverage policies

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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8. Water rights, claims or title to water, whether or not shown by the Public Records.

9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.

10. Any taxes that may be due as provided under NRS 361.4725.

11. Any lien which may be levied by the Carson City Utilities by reason of said land lying within its boundaries.

12. General and special taxes and assessments for the fiscal year July 1, 2022 through June 30, 2023 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 010-037-06.

13. Reservations and provisions as contained in Patent from the United States of America, recorded April 6, 1865, in Book 9 of Deeds, Page 33, as Instrument No. N/A.

14. Reservations and provisions as contained in Patent from the United States of America, recorded December 30, 1868, in Book 12 of Deeds, Page 211, as Instrument No. N/A.

15. The terms and provisions contained in the document entitled Deed recorded September 13, 1960 in Book No. 89 of Deeds, Page 158 as Instrument No. 34996 of Official Records.

16. An easement for public utilities and incidental purposes in the document recorded May 17, 1978 in Book 231, Page 188 as Instrument No. 79393 of Official Records.

- (The exact location thereof cannot be ascertained from the record)

17. An easement for sewer and drainage and incidental purposes in the document recorded April 19, 2001 as Instrument No. 276888 of Official Records.

18. An easement for drainage and incidental purposes in the document recorded April 19, 2002 as Instrument No. 276890 of Official Records.

19. An easement for pedestrian and incidental purposes in the document recorded April 19, 2002 as Instrument No. 276891 of Official Records.

20. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Survey Map No. 2454. Reference is hereby made to said plat for particulars.

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21. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Survey Map No. 2784. Reference is hereby made to said plat for particulars.

22. A document entitled "Ordinance No. 2020-10" recorded June 26, 2020 as Instrument No. 507505 of Official Records.

23. An easement for utility and access , natural gas pipeline and incidental purposes in the document recorded July 14, 2022 as Instrument No. 534016 of Official Records.

24. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map No. 3045 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.

25. A document entitled "Resolution 2022-R-31" recorded November 21, 2022 as Instrument No. 536877 of Official Records.

26. Existing rights in use in favor of the public or third parties for highways, roads, railroads, pipelines, telephone, telegraph and electrical transmission lines, canals, laterals and drains.

27. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

28. Rights of parties in possession.

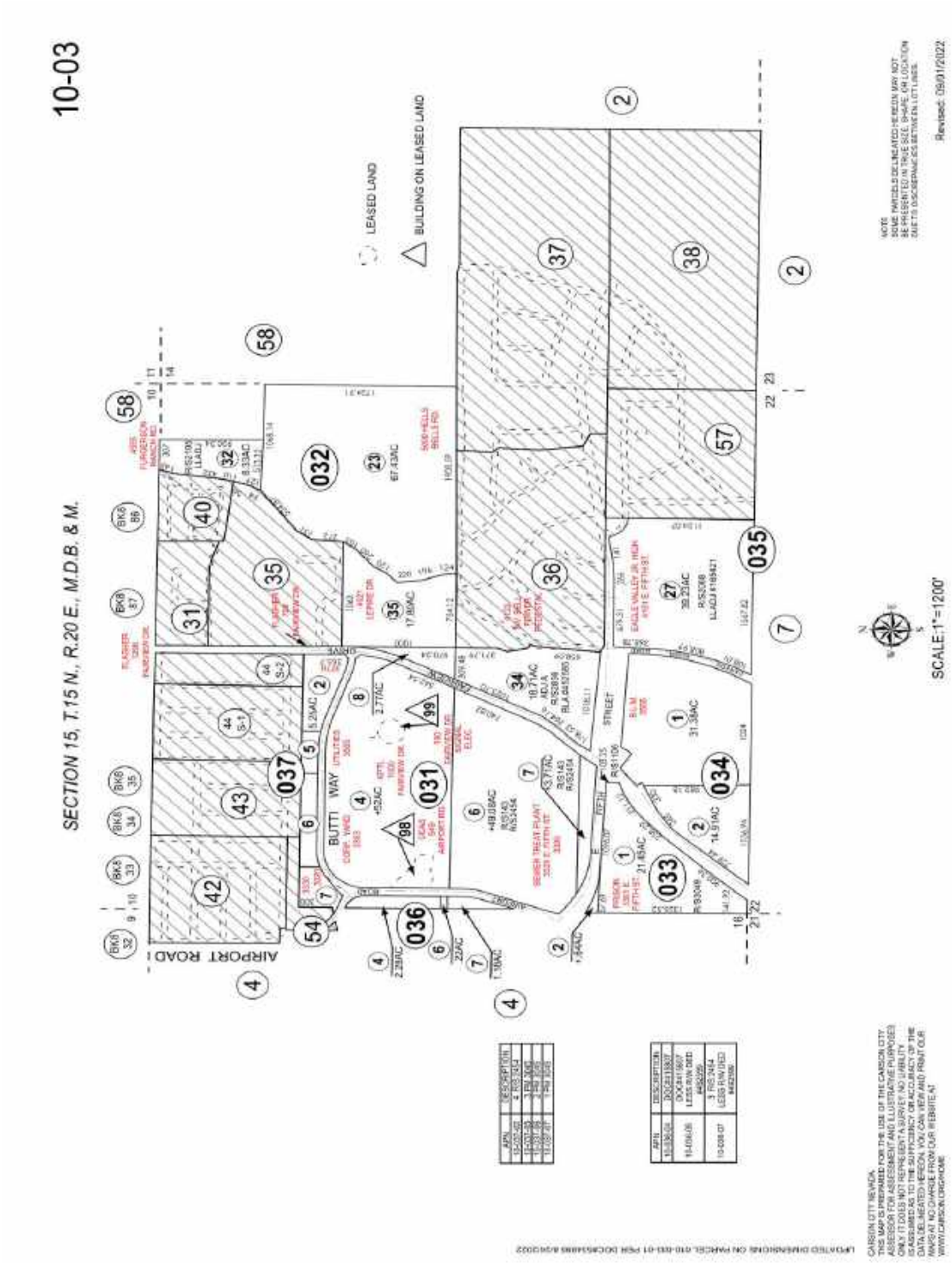
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INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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pany. This
chedule B,
Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT A

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS :

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 10 2018

OIKOS DEVELOPMENT CORPORATION
C/O MICHAEL SNODGRASS
600 N 17TH ST
KANSAS CITY, KS 66102-4204

Employer Identification Number:
83-2398791
DLN:
17053317366008
Contact Person:
SHEILA M ROBINSON ID# 31220
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 23, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

more particularly described as follows, to wit:

Lot Eleven (11) and the East nine (9) feet of Lot Ten (10) in Block Three (3) of Corbett's Addition to Carson City, Ormsby County, Nevada.
Subject to all liens and encumbrances of Record.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Parties of the Second Part, as Joint Tenants, and not as tenants in common, with the right of survivorship, and to the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF, the Parties of the First Part have executed this conveyance the day and year first above written.

The parties of the Second Part have joined in the execution of this conveyance for the purpose of evidencing their intention to hold title to the above described property as Joint Tenants with the right of survivorship and not as tenants in common or as community property.

FIRST PARTIES: George L. Evermann
George L. Evermann

Marion M. Evermann
Marion M. Evermann

SECOND PARTIES: Anthony G. Barile Jr.
Anthony G. Barile, Jr.

Rose Barile
Rose Barile

STATE OF NEVADA, }
COUNTY OF Ormsby } SS.

ON THIS 9th day of August, 1960, personally appeared before me, the undersigned, a Notary Public in and for the said County and State, GEORGE L. EVERMANN and MARION M. EVERMANN, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they each executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

Betty A. Hill (SEAL)
Notary Public

My Commission Expires: Sept 21, 1961

Attached to this Document is One (1) Ten Dollars ($10.00), One (1) Three Dollars and Thirty Cents ($3.30), and One (1) One Dollar ($1.00), Documentary Stamps Cancelled Total $14.30.

Filed for Record at Request of NEVADA TITLE GUARANTY CO. SEP 12, 1960 at 11 Min. Past 3 o'clock P M Recorded in Book 69 Deeds Page 157 Records Ormsby County, Nevada.

Viola M. Stinson
County Recorder

By _____
Deputy

File No. 34990

D E E D

THIS INDENTURE, made this 12th day of September, 1960, by and between the STATE OF NEVADA, hereinafter referred to as Party of the First Part, and the City of CARSON CITY, a Municipal Corporation of the State of Nevada, hereinafter referred to as Party

of the Second Part.

WITNESSETH:

That the said Party of the First Part, in consideration of the sum of TEN DOLLARS ($10.00), lawful money of the United States of America, to it in hand paid by Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the said Party of the Second Part, and to its successors and assigns forever, all that certain lot, piece or parcel of land situate in Ormsby County, State of Nevada, and bounded and described as follows, to wit:

Portions of the S1/2 NW 1/4 and N 1/2 SW 1/4, Section 15, T 15N R 20 E, MDB&M, Ormsby County, Nevada, containing 127.7 acres, more or less, and more specifically described as follows:

Beginning at the NW corner of the SW 1/4 NW 1/4 Section 15, T 15 N R20E, MDB&M, from which the bronze cap monument marking the quarter corner common to Sections 15 and 16 bears S 0°13' E 1326.00 feet, being Corner No. 1; thence S 89°37' E along the sixteenth section line 2578.37 feet, more or less, to a point on the north line of the SE 1/4 NW 1/4 Section 15 from which the NE corner of said SE 1/4 NW 1/4 Section 15 bears S 89°37' E 80.00 feet, being Corner No. 2; thence S 0°10' W along the westerly right-of-way line of county road 385 feet, more or less, to a point of curvature, being Corner No. 3; thence curving to the right from an initial tangent bearing S 0°10' W 473.74 feet along a circular curve of 1106 foot radius through a central angle of 24°32'30" to a point of tangency of said county road right-of-way, being Corner No. 4; thence S 24°22'30" W along said right-of-way line 1762.16 feet, more or less, to Corner No. 5; thence N.89°37' W 1744.37 feet, more or less, to a point on the westerly line of Section 15, being Corner No. 6; thence N 0°13' W along the section line 2455.27 feet, more or less, to Corner No. 1, the point of beginning.

SUBJECT TO:

1. Title to the real property hereinbefore described, HOWEVER, shall vest in Party of the Second Part, if, and only in the event that, the City of Carson City, Nevada (said Party of the Second Part) has acquired the sewer system as described and provided in Chapter 503, 1958-1959 Statutes of Nevada.

2. Easement for existing Nevada State Prison sewer lines and disposal facilities.

3. Water rights, mineral rights, reservations and exclusions in patents or of record.

4. Rights of way for any existing roads, trails, canals, ditches, flumes, conduits, pipe, pole or transmission lines on, under, over, through or across said premises.

5. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Party of the Second Part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has executed this conveyance the day and year first hereinabove written.

John Koontz (SEAL)
Secretary of State, State of Nevada

Grant Sawyer
Governor, State of Nevada

(Official State Seal)

STATE OF NEVADA)
) ss
COUNTY OF ORMSBY)

On this 12th day of September, 1960, personally appeared before me, a Notary Public in and for said county and state, GRANT SAWYER, GOVERNOR OF THE STATE OF NEVADA, known to me to be the person described in and who executed the foregoing instrument and

he duly acknowledged to me that he is so authorized, and has executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county, the day and year in this certificate first above written.

Dorothy S. Warren (SEAL)
Notary Public

My Commission Expires: Sept. 19, 1963

Sept 13, 1960
DOCUMENT NO. 34996

Filed for record at the request of: John Tom Ross at 18 minutes past 3 o'clock P.M.
Recorded in Book 89 of Deeds Page158 Records of Ormsby County, Nevada.
Fee: $ exempt

[illegible]
County Recorder

By _____
Deputy

D E E D

THIS INDENTURE made the 31st day of December, 1958, by and between HAROLD GRADY HANCOCK, a single man, Party of the First Part, and CLIFFORD L. TINNERMAN, a single man, of Ormsby County, Nevada, Party of the Second Part,

W I T N E S S E T H:

That the said Party of the First Part for and in consideration of the sum of TEN ($10.00) DOLLARS, lawful money of the United States of America to him in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the Party of the Second Part, and to the survivor of him, and to the heirs and assigns of such survivor forever, all that certain lot, piece or parcel of land situate in Ormsby County, Nevada, and more particularly described as follows, to-wit:

Lot No. 11 located in west ½ of SW¼ of SW¼ of Section 3, T. 15 N., R. 20 E. M.D.B.&M. of W. G. Pennington Subdivision, Ormsby County, State of Nevada.

TOGETHER with the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto the said Party of the Second Part and to the survivor of him, and to the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hands the day and year first above written.

Harold Grady Hancock
Harold Grady Hancock

STATE OF NEVADA }
} SS.
COUNTY OF ORMSBY }

ON THIS 31st day of December, 1958, personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, HAROLD GRADY HANCOCK, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NEVADA APPEAL

PO Box 648, Carson City, NV 89702
1071 S Carson St, Carson City, NV 89701
(775) 881-1201 FAX: (775) 887-2408

Proof and Statement of Publication
AD #: 32135

Customer Account #: 2012

Legal Account

CARSON CITY CLERK RECORDER

885 EAST MUSSER ST STE: 1032
CARSON CITY, NV 89701

Jodi Lynn Dark says:
That she is a legal clerk of the
Nevada Appeal a newspaper published
Wednesday and Saturday
at Carson City, in the State of Nevada.

Copy Line

3/22, 25 NAP Butti Way - Phase 2 Notice

PO #:

AD #: 32135

of which a copy is hereto attached, was published in said newspaper for the full required period of **2** time(s) commencing on **3/22/2023** and ending on, **3/25/2023** all days inclusive.

Signed: Jodi Lynn Dark

Statement:

Date	Amount	Balance
3/27/23	557.00	

legals-
carson city

Conveyance of Carson City Property, Without Consideration, for the Development of Affordable Housing 3.41 Acres of 3320 Butti Way (APN 010-037-06)

SUMMARY: Carson City owns approximately 3.41 acres of real property at 3320 Butti Way, APN 010-037-06. Carson City has received an application from Oikos Development Corporation ("Oikos"), a tax exempt 501(c)(3) organization, requesting that Carson City convey the 3.41 acres of undeveloped land to Oikos, without consideration, for the development of an affordable housing project.

Oikos will not be eligible to receive the 3.41 acres of Carson City land unless it demonstrates to the satisfaction of the Board of Supervisors that Oikos, or its assignee, will use the property to develop affordable housing. In addition, any conveyance shall be subject to an agreement requiring Oikos or its assignee to use the 3.41 acres of land to provide affordable housing for at least 50 years.

Pursuant to Nevada Revised Statutes ("NRS") 244.287, the Carson City Board of Supervisors must hold a public hearing before making a decision on Oikos' application.

A DECISION ON OIKOS' APPLICATION will be made by the Carson City Board of Supervisors during a public meeting on April 6, 2023, which begins at 8:30 am. That meeting will take place at the Carson City Community Center, Robert 'Bob' Crowell Board Room, 851 East William Street, Carson City, NV 89701. Specifically, at that public hearing, the Board of Supervisors will decide whether to convey the 3.41 acres of undeveloped land with APN 010-037-06 to Oikos to develop an affordable housing project, under NRS 244.287.

PUBLIC NOTICE DOCUMENTS will be posted at the following locations in Carson City: Community Development (108 E Proctor St, Carson City, NV 89701), City Hall (201 N Carson St, Carson City, NV 89701), Community Center (851 E William St, Carson City, NV 89701), Library (900 N Roop St, Carson City, NV 89701), Courthouse (885 E Musser St #2007, Carson City, NV), and online at the Carson City website http://www.carson.org. Those documents will include the legal description and a parcel map exhibit for the 3.41 acres of undeveloped land at APN 010-037-06.

561

Pub Date: March 22, 25, 2023
Ad # 32135

CARSON CITY NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Conveyance of Carson City Property, Without Consideration, for the Development of Affordable Housing on 3.41 acres at 3320 Butti Way (APN 010-037-06)

Dear Property Owner,

YOU ARE HEREBY NOTIFIED that Carson City owns approximately 3.41 acres of real property at 3320 Butti Way with APN 010-037-06 ("Land"). The Land is identified as Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office on July 20, 2022 and by a legal description, both of which are attached as Exhibit A. Carson City has received an application from Oikos Development Corporation ("Oikos"), a tax exempt 501(c)(3) organization, requesting that Carson City convey the Land to Oikos, without consideration, for the development of an affordable housing project on the Land.

Oikos will not be eligible to receive the Land unless it demonstrates to the satisfaction of the Board of Supervisors that Oikos, or its assignee, will use the property to develop affordable housing. In addition, any conveyance shall be subject to an agreement requiring Oikos or its assignee to use the Land to provide affordable housing for at least 50 years.

Pursuant to Nevada Revised Statutes ("NRS") 244.287, the Carson City Board of Supervisors must hold a public hearing before making a decision on Oikos' application.

A DECISION ON OIKOS' APPLICATION will be made by the Carson City Board of Supervisors during a public meeting on April 6, 2023, which begins at 8:30 am. That meeting will take place at the Carson City Community Center, Robert 'Bob' Crowell Board Room, 851 East William Street, Carson City, NV 89701. Specifically, at that public hearing, the Board of Supervisors will decide whether to convey the Land to Oikos to develop an affordable housing project, under NRS 244.287.

PUBLIC NOTICE DOCUMENTS will be posted at the following locations in Carson City: Community Development (108 E Proctor St, Carson City, NV 89701), City Hall (201 N Carson St, Carson City, NV 89701), Community Center (851 E William St, Carson City, NV 89701), Library (900 N Roop St, Carson City, NV 89701), Courthouse (885 E Musser St #2007, Carson City, NV), and online at the Carson City website http://www.carson.org.

Dan Stucky, Deputy Director
Public Works

Carson City Public Works
3505 Butti Way, Carson City, NV 89701
(775) 887-2355

EXHIBIT A- Legal Description and Parcel Map 3045

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS

Doc # 534114
Recorded 7/20/2022 8:57 AM
Requested by CC PLANNING
Carson City - NV
Aubrey Rowlatt Clerk - Recorder
Fee: $0.00 RPTT: $0.00
Recorded By: CM

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT CARSON CITY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THAT ALL EASEMENTS SHOWN HEREON ARE GRANTED FOR THE STATED PURPOSES. WE DECLARE THAT WE EXECUTES THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS/HER NAME. WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

CARSON CITY
Lori Bagwell — 7/19/22
MAYOR — DATE
Lori Bagwell, MAYOR
(PRINT NAME/TITLE)
Aubrey Rowlatt — 7/20/22
CLERK — DATE
Aubrey Rowlatt/Clerk-Recorder
(PRINT NAME/TITLE)

NOTARY CERTIFICATE

STATE OF Nevada } SS
COUNTY OF Carson City }

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 19 DAY OF July, 2022,
Lori Bagwell
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC
Alexis Philippi
PRINT NAME

NOTARY CERTIFICATE

STATE OF Nevada } SS
COUNTY OF Carson City }

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 20th DAY OF July, 2022,
Aubrey Rowlatt
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC
Cassandra De Macias
PRINT NAME

CASSANDRA DE MACIAS NOTARY PUBLIC STATE OF NEVADA My Commission Expires 01-02-26 Certificate No: 22-1304-03

UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

7/6/2022
SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY — DATE
CHRIS ROBINSON RIGHT OF WAY AGENT

7/5/22
CHARTER COMMUNICATIONS — DATE
Armando Espino Manager

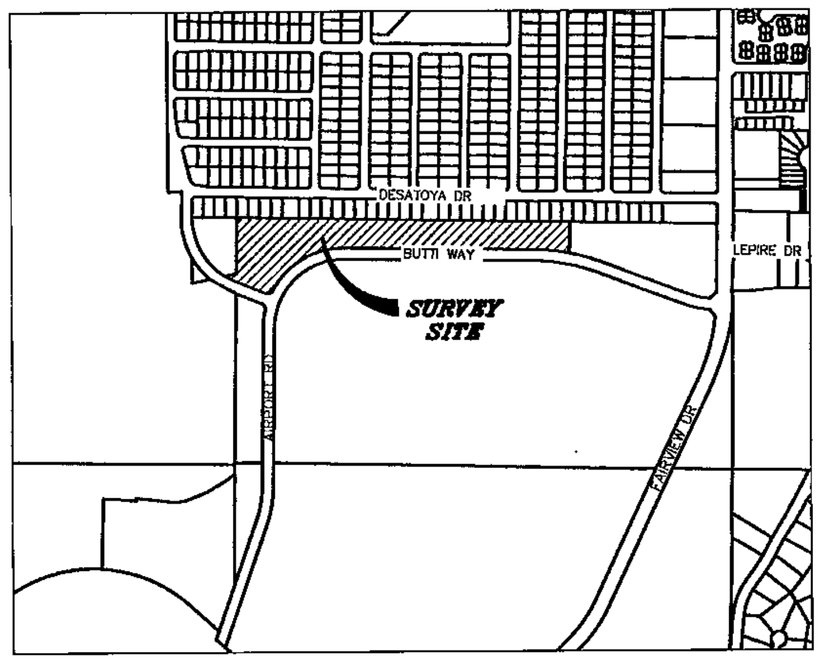
7/18/2022
CARSON CITY UTILITIES — DATE
STEPHEN POTTEY
SENIOR PROJECT MANAGER

7/6/2022
NEVADA BELL TELEPHONE COMPANY D/B/A NEVADA AT&T — DATE
CLIFF COOPER MGROSP PLANNER

SOUTHWEST GAS CORPORATION CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

SOUTHWEST GAS CORPORATION — 7/14/22 DATE
Clarence Ramsay Eng Tech



VICINITY MAP
NOT TO SCALE

NOTES

1. PUBIC UTILITY EASEMENTS GRANTED INCLUDE USE BY CABLE TELEVISION COMPANIES.
2. THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
3. ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SANITARY SEWER.
4. THERE ARE NO APPARENT WELLS OR SEPTIC SYSTEM LOCATED ON THE PROPERTY TO BE PARCELED AS OF THE DATE OF THE SURVEY.
5. THIS PARCEL MAP LOT CONFIGURATION CONFORMS TO THE CARSON CITY MUNICIPAL CODE PURSUANT TO CCMC 18.04.190 AND 18.04.195.
6. THE CURRENT ZONING DISTRICT IS MULTI-FAMILY APARTMENT (MFA) AND PUBLIC REGIONAL (PR).
7. ANY FURTHER SUBDIVISION OF THE SUBJECT PARCELS MAY REQUIRE A TENTATIVE SUBDIVISION MAP IN COMPLIANCE WITH ORDINANCE 1987-25.
8. THE PROPERTY IS LOCATED WITHIN FLOOD ZONES X SHADED AND AO (1 FOOT DEPTH), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE INSURANCE MAP (FIRM) PANEL 3200010111H EFFECTIVE JUNE 19, 2019.
9. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED, 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES, 5 FEET IN WIDTH COINCIDENT WITH EXTERIOR BOUNDARIES, AND 10 FEET IN WIDTH ADJACENT TO STREET RIGHTS-OF-WAY.
10. AS THE PARCELS DEVELOP, EACH INDIVIDUAL LAND OWNER WILL BE RESPONSIBLE FOR MAINTAINING ANY LANDSCAPING INSTALLED IN THE PUBLIC ROAD RIGHT-OF-WAYS, INCLUDING THE DEVELOPMENT'S LANDSCAPE AREAS, OPEN SPACE AREAS, AND TURF AREAS ASSOCIATED WITH EACH PARCEL.
11. THE INGRESS AND EGRESS AS SHOWN ON SHEET 2 IS FOR THE BENEFIT OF PARCEL 2.

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE RECORD OWNER OF SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS TO BE DIVIDED EXCEPT AS/IF SHOWN BELOW;

Nicole Howell — 7/1/2022 DATE File # 2424079
Nicole Howell State Escrow Manager
(PRINT NAME/TITLE)

TOTAL AREA

7.82 A.C. ±

CITY ENGINEERS'S APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THE PARCEL MAP HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY PERTAINING TO PARCEL MAP PROCEDURE HAVE BEEN COMPLIED WITH AND HE IS SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Randall Rice — 7.18.22
RANDALL RICE, P.E. — DATE
CARSON CITY ENGINEER

PARCEL MAP REVIEW COMMITTEE

THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP (PM-2022-0109) REVIEWED AND APPROVED ON APRIL 6, 2022 AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

Hope Sullivan — July 15, 2022
CARSON CITY COMMUNITY DEVELOPMENT DEPARTMENT — DATE
HOPE SULLIVAN AICP, COMMUNITY DEVELOPMENT DIRECTOR

TREASURERS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND, APN 010-037-04, FOR THE FISCAL YEAR HAVE BEEN PAID.

CARSON CITY TREASURER

APN: 010-037-04

Heather V. Mandel — July 15, 2022
TREASURER — DATE

SURVEYOR'S CERTIFICATE

I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY.
2. THE LANDS SURVEYED LIE WITHIN BEING A PORTION OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON FEBRUARY 18, 2022.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

LEE H. SMITHSON P.L.S.
NEVADA CERTIFICATE NO. 5097

LEE H. SMITHSON — PROFESSIONAL LAND SURVEYOR — STATE OF NEVADA — No. 5097 — EXP. 6-30-24
7/11/2022

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF,

ON THIS 20th DAY OF July, 2022
AT 57 MINUTES PAST 8 O'CLOCK A M.
IN THE OFFICIAL RECORDS OF CITY OF CARSON, NEVADA.

RECORDING FEE: 0
BOOK: 11
PAGE: 3045
FILE No: 534114

Aubrey Rowlatt
COUNTY RECORDER - Aubrey Rowlatt
BY: Cassandra Macias

PM-2022-0195

UNOFFICIAL COPY

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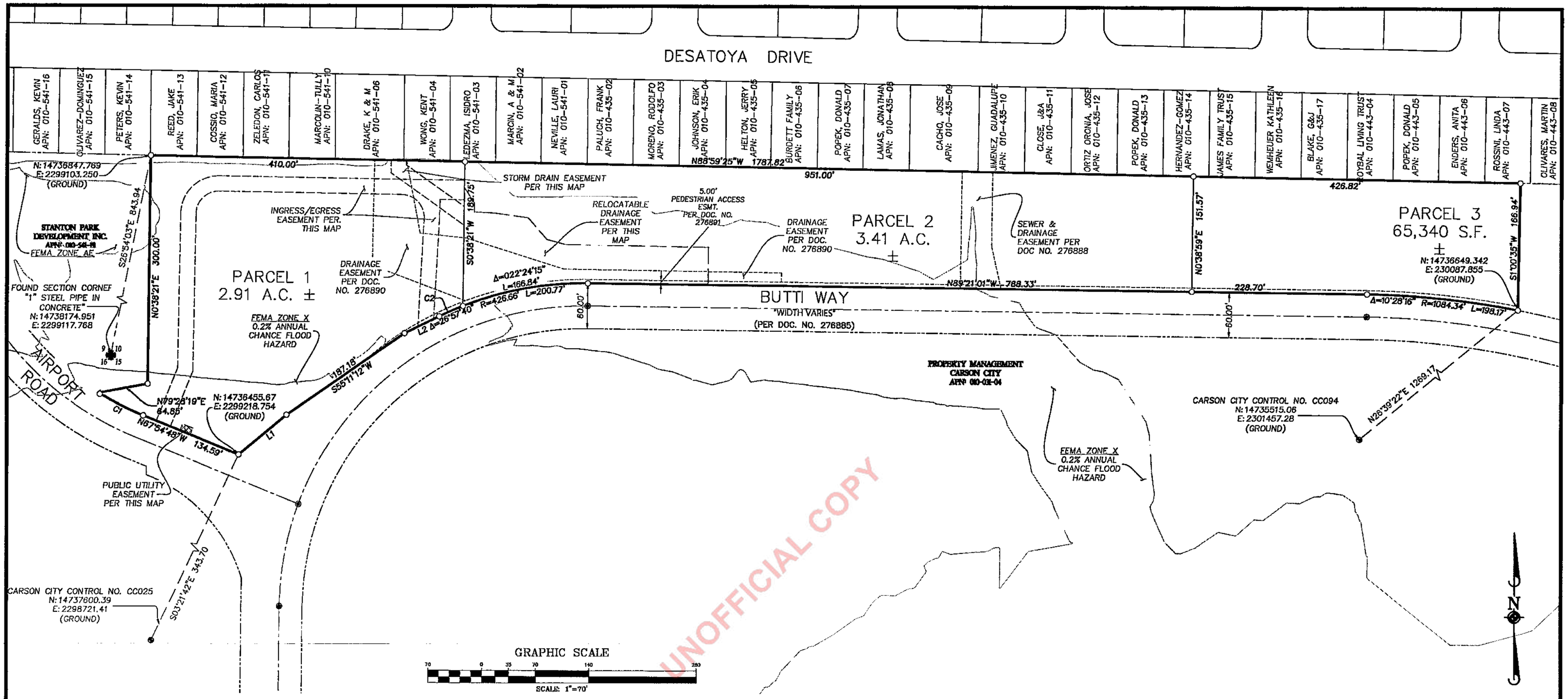
PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY — NEVADA

Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775-740-3500 fx:775.748.3820 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHP
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	#
SHEET	1 OF 2

3045

PARCEL MAP 3045



UNOFFICIAL COPY

BASIS OF BEARINGS

BASIS OF BEARINGS: GRID NORTH, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94 HARN) DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS OF THE 2010 CARSON CITY CONTROL NETWORK CONTROL POINT NUMBERS BEING CC024, & CC025 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010, AS FILE NO. 403435 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA.

TOTAL AREA

7.82 A.C. ±

REFERENCES

1. RECORD OF SURVEY NO. 2784 "BUTTI WAY & AIRPORT ROAD" RECORDED AS FILE NO. 729214 OFFICIAL RECORDS CARSON CITY, NEVADA.
2. PUBLIC ROADWAY DEDICATION DOCUMENT RECORDED AS DOCUMENT NUMBER 276885, OFFICIAL RECORDS CARSON CITY, NEVADA.
3. RECORD OF SURVEY RECORDED MAY 5, 2002 AS MAP NUMBER 2454, FILE NUMBER 278817 IN THE OFFICIAL RECORDS CARSON CITY, NEVADA.

LEGEND

- ——— = EX. PROPERTY LINE
- — — — = EX. EASEMENT LINE
- ——— = EX. RIGHT OF WAY LINE
- ——— = EX. CENTERLINE OF ROADWAY
- —·—·— = EX. FLOOD ZONE LINE
- APN = ASSESSORS PARCEL NUMBER
- DOC. NO. = DOCUMENT NUMBER

MONUMENT LEGEND

- ⊕ = CARSON CITY CONTROL MONUMENT AS NOTED
- ● = FOUND MONUMENT AS NOTED
- ◉ = FOUND CENTERLINE WELL MONUMENT
- ○ = SET NO. 5 REBAR AND CAP STAMPED "PLS 5097"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S50°08'29"W	81.25'
L2	S83°41'20"W	50.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	10°05'12"	370.00'	65.14'
C2	4°33'25"	426.66'	33.93'

LEE H. SMITHSON
SURVEYOR-STATE OF NEVADA
No. 5097
7/1/2022

PM-2022-0195

©2017 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY NEVADA

Manhard CONSULTING LTD
841 Ridge Street, Suite 400, Reno, NV 89501 ph:775.748.8300 fx:775.748.8320 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	##
SHEET	2 OF 2

3045-A

PARCEL MAP 3045-A



Galaxy S21 5G

PUBLIC NOTICE

TITLE: Conveyance of Carson City Property, Without Consideration, for the Development of Affordable Housing on 3.41 Acres of 3320 Butti Way (APN 010-037-06)

DESCRIPTION: Carson City owns approximately 3.41 acres of real property at 3320 Butti Way, APN 010-037-06. Carson City has received an application from Oikos Development Corporation ("Oikos"), a tax exempt 501(c)(3) organization, requesting that Carson City convey the 3.41 acres of undeveloped land to Oikos, without consideration, for the development of an affordable housing project.

Oikos will not be eligible to receive the 3.41 acres of Carson City land unless it demonstrates to the satisfaction of the Board of Supervisors that Oikos, or its assignee, will use the property to develop affordable housing. In addition, any conveyance shall be subject to an agreement requiring Oikos or its assignee to use the 3.41 acres of land to provide affordable housing for at least 50 years.

Pursuant to Nevada Revised Statutes ("NRS") 244.287, the Carson City Board of Supervisors must hold a public hearing before deciding on Oikos' application.

PUBLIC MEETING DATE, TIME, & LOCATION: A decision on Oikos' application will be made by the Carson City Board of Supervisors during a public meeting on April 6, 2023, which begins at 8:30 am. That meeting will take place at the Carson City Community Center, Robert 'Bob' Crowell Board Room, 851 East William Street, Carson City, NV 89701. Specifically, at that public hearing, the Board of Supervisors will decide whether to convey the 3.41 acres of undeveloped land with APN 010-037-06 to Oikos to develop an affordable housing project, under NRS 244.287.

PUBLIC NOTICE DOCUMENTS: Public noticing documents will be posted at the following locations in Carson City: Community Development (108 E Proctor St, Carson City, NV 89701), City Hall (201 N Carson St, Carson City, NV 89701), Community Center (851 E William St, Carson City, NV 89701), Library (900 N Roop St, Carson City, NV 89701), Courthouse (885 E Musser St #2007, Carson City, NV), and online at the Carson City website http://www.carson.org. Those documents will include the legal description and a parcel map exhibit for the 3.41 acres of undeveloped land at APN 010-037-06.

CARSON CITY CONTACT:

Public Works Department
3505 Butti Way
Carson City, NV 89701
775-887-2355

NOTICE TO THE PUBLIC:

Conveyance of Carson City Property, Without Consideration, for the Development of Affordable Housing
3.41 acres at 3320 Butti Way (APN 010-037-06)

SUMMARY: Carson City owns approximately 3.41 acres of real property at 3320 Butti Way with APN 010-037-06 ("Land"). The Land is identified as Parcel 2 in Parcel Map 3045 recorded with the Carson City Clerk-Recorder's Office on July 20, 2022 and by a legal description, both of which are attached as Exhibit A. Carson City has received an application from Oikos Development Corporation ("Oikos"), a tax exempt 501(c)(3) organization, requesting that Carson City convey the Land to Oikos, without consideration, for the development of an affordable housing project on the Land.

Oikos will not be eligible to receive the Land unless it demonstrates to the satisfaction of the Board of Supervisors that Oikos, or its assignee, will use the property to develop affordable housing. In addition, any conveyance shall be subject to an agreement requiring Oikos or its assignee to use the Land to provide affordable housing for at least 50 years.

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THIS PUBLIC NOTICE is also posted at the following locations in Carson City: Community Development (108 E Proctor St, Carson City, NV 89701), City Hall (201 N Carson St, Carson City, NV 89701), Community Center (851 E William St, Carson City, NV 89701), Library (900 N Roop St, Carson City, NV 89701), Courthouse (885 E Musser St #2007, Carson City, NV), and online at the Carson City website http://www.carson.org.

EXHIBIT A- Legal Description and Parcel Map 3045

The Land referred to herein below is situated in the County of Carson City, State of Nevada, and is described as follows:

THAT PORTION OF NORTH HALF OF SECTION 15, TOWNSHIP 15 NORTH RANGE 20 EAST DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 3045 ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF CARSON CITY RECORDED ON JULY 20, 2022 AS INSTRUMENT NO. 534114 OF OFFICIAL RECORDS

Doc # 534114
Recorded 7/20/2022 8:57 AM
Requested by CC PLANNING
Carson City - NV
Aubrey Rowlatt Clerk - Recorder
Fee: $0.00 RPTT: $0.00
Recorded By: CM

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT CARSON CITY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THAT ALL EASEMENTS SHOWN HEREON ARE GRANTED FOR THE STATED PURPOSES. WE DECLARE THAT WE EXECUTES THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS/HER NAME. WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

CARSON CITY
Lori Bagwell — 7/19/22
MAYOR — DATE
Lori Bagwell, MAYOR
(PRINT NAME/TITLE)

Aubrey Rowlatt — 7/20/22
CLERK — DATE
Aubrey Rowlatt/Clerk-Recorder
(PRINT NAME/TITLE)

NOTARY CERTIFICATE

STATE OF Nevada } SS
COUNTY OF Carson City }

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 19 DAY OF July, 2022,
Lori Bagwell
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC
Alexis Philippi
PRINT NAME

NOTARY CERTIFICATE

STATE OF Nevada } SS
COUNTY OF Carson City }

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,
ON THIS 20th DAY OF July, 2022,
Aubrey Rowlatt
OF CARSON CITY PERSONALLY APPEARED BEFORE ME, A NOTARY PUBIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
Cassandra for Macias
NOTARY PUBLIC
Cassandra JD Macias
PRINT NAME

CASSANDRA JD MACIAS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-02-26
Certificate No: 22-1304-03

UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

7/6/2022
SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY — DATE

CHRIS ROBINSON RIGHT OF WAY AGENT

7/5/22
CHARTER COMMUNICATIONS — DATE

Armando Espino Manager

7/18/2022
CARSON CITY UTILITIES — DATE
STEPHEN POTTEY
SENIOR PROJECT MANAGER

7/6/2022
NEVADA BELL TELEPHONE COMPANY D/B/A NEVADA AT&T — DATE

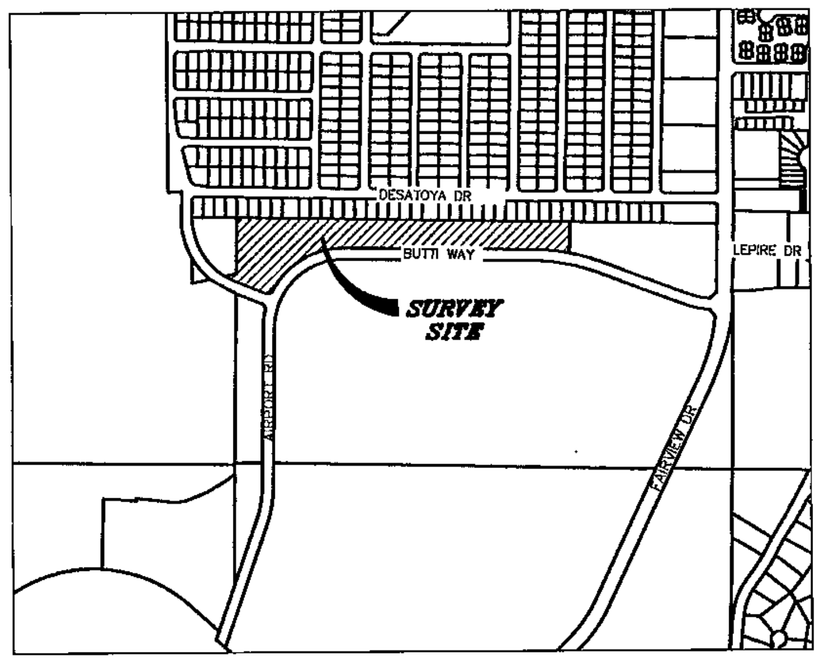
CLIFF COOPER MGROSP PLANNER

SOUTHWEST GAS CORPORATION CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

Clarence Ramsay — 7/14/22
SOUTHWEST GAS CORPORATION — DATE

Clarence Ramsay Eng Tech



VICINITY MAP
NOT TO SCALE

NOTES

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2. THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
3. ALL PARCELS WILL BE REQUIRED TO CONNECT TO CITY WATER AND SANITARY SEWER.
4. THERE ARE NO APPARENT WELLS OR SEPTIC SYSTEM LOCATED ON THE PROPERTY TO BE PARCELED AS OF THE DATE OF THE SURVEY.
5. THIS PARCEL MAP LOT CONFIGURATION CONFORMS TO THE CARSON CITY MUNICIPAL CODE PURSUANT TO CCMC 18.04.190 AND 18.04.195.
6. THE CURRENT ZONING DISTRICT IS MULTI-FAMILY APARTMENT (MFA) AND PUBLIC REGIONAL (PR).
7. ANY FURTHER SUBDIVISION OF THE SUBJECT PARCELS MAY REQUIRE A TENTATIVE SUBDIVISION MAP IN COMPLIANCE WITH ORDINANCE 1987-25.
8. THE PROPERTY IS LOCATED WITHIN FLOOD ZONES X SHADED AND AO (1 FOOT DEPTH), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE INSURANCE MAP (FIRM) PANEL 3200010111H EFFECTIVE JUNE 19, 2019.
9. PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED, 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES, 5 FEET IN WIDTH COINCIDENT WITH EXTERIOR BOUNDARIES, AND 10 FEET IN WIDTH ADJACENT TO STREET RIGHTS-OF-WAY.
10. AS THE PARCELS DEVELOP, EACH INDIVIDUAL LAND OWNER WILL BE RESPONSIBLE FOR MAINTAINING ANY LANDSCAPING INSTALLED IN THE PUBLIC ROAD RIGHT-OF-WAYS, INCLUDING THE DEVELOPMENT'S LANDSCAPE AREAS, OPEN SPACE AREAS, AND TURF AREAS ASSOCIATED WITH EACH PARCEL.
11. THE INGRESS AND EGRESS AS SHOWN ON SHEET 2 IS FOR THE BENEFIT OF PARCEL 2.

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE RECORD OWNER OF SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS TO BE DIVIDED EXCEPT AS/IF SHOWN BELOW;

Nicole Howell — 7/1/2022
Nicole Howell State Escrow Manager — DATE File # 2424079
(PRINT NAME/TITLE)

TOTAL AREA

7.82 A.C. ±

CITY ENGINEERS'S APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THE PARCEL MAP HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND CARSON CITY PERTAINING TO PARCEL MAP PROCEDURE HAVE BEEN COMPLIED WITH AND HE IS SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Randall Rice — 7.18.22
RANDALL RICE, P.E. — DATE
CARSON CITY ENGINEER

PARCEL MAP REVIEW COMMITTEE

THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP (PM-2022-0109) REVIEWED AND APPROVED ON APRIL 6, 2022 AND ALL CONDITIONS IMPOSED ON SUCH APPROVAL HAVE BEEN SATISFIED.

Hope Sullivan — July 15, 2022
CARSON CITY COMMUNITY DEVELOPMENT DEPARTMENT — DATE
HOPE SULLIVAN AICP, COMMUNITY DEVELOPMENT DIRECTOR

TREASURERS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND, APN 010-037-04, FOR THE FISCAL YEAR HAVE BEEN PAID.

CARSON CITY TREASURER

APN: 010-037-04

Heather V. Mandel — July 15, 2022
TREASURER — DATE

SURVEYOR'S CERTIFICATE

I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CARSON CITY.
2. THE LANDS SURVEYED LIE WITHIN BEING A PORTION OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON FEBRUARY 18, 2022.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

LEE H. SMITHSON P.L.S.
NEVADA CERTIFICATE NO. 5097

LEE H. SMITHSON — PROFESSIONAL LAND SURVEYOR — STATE OF NEVADA — No. 5097 — EXP. 6-30-24
7/11/2022

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF,

ON THIS 20th DAY OF July, 2022
AT 57 MINUTES PAST 8 O'CLOCK A M.
IN THE OFFICIAL RECORDS OF CITY OF CARSON, NEVADA.

RECORDING FEE: 0
BOOK: 11
PAGE: 3045
FILE No: 534114

Aubrey Rowlatt
COUNTY RECORDER - Aubrey Rowlatt
BY: Cassandra Macias

PM-2022-0195

UNOFFICIAL COPY

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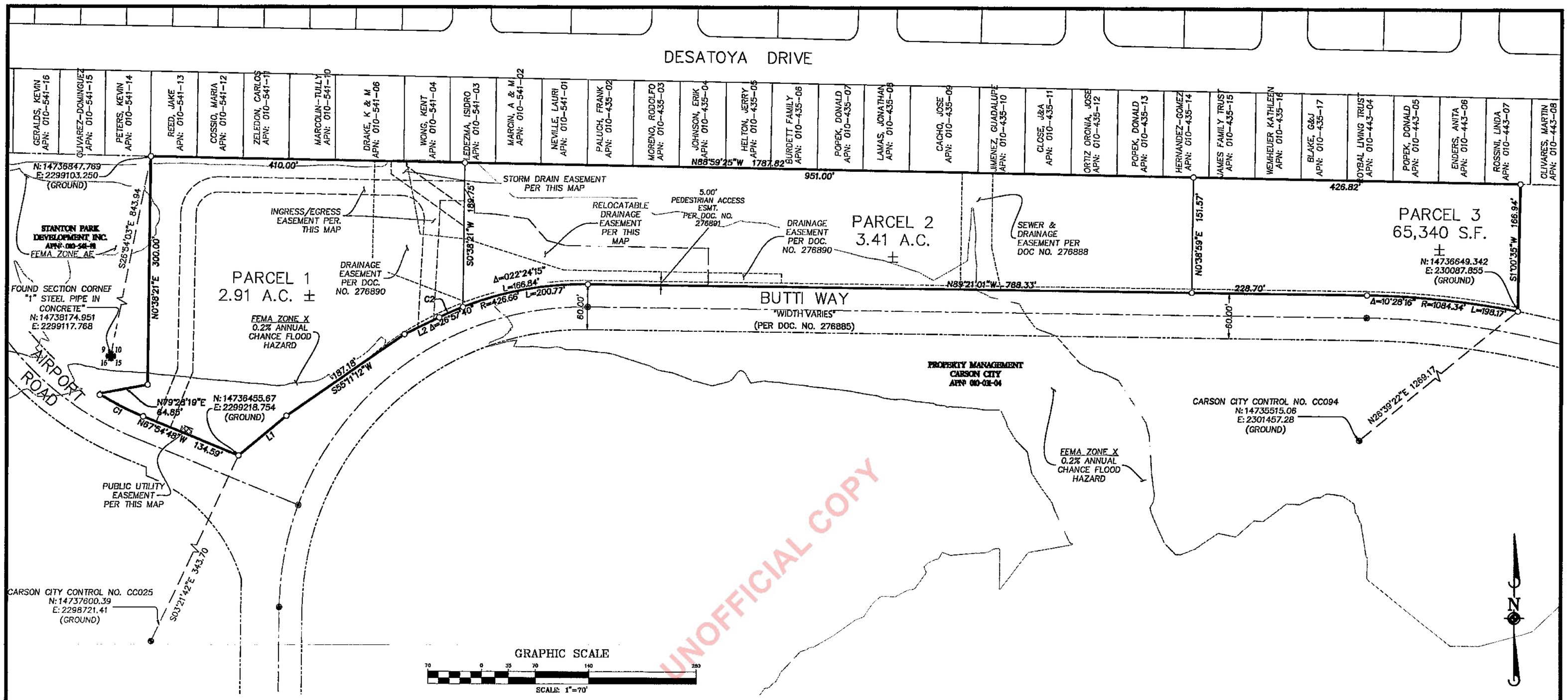
PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY — NEVADA

Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775-740-3500 fx:775.748.3820 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHP
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	#
SHEET	1 OF 2

PARCEL MAP 3045

Doc # 534114 7/20/2022 2 of 2



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BASIS OF BEARINGS

BASIS OF BEARINGS: GRID NORTH, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94 HARN) DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS OF THE 2010 CARSON CITY CONTROL NETWORK CONTROL POINT NUMBERS BEING CC024, & CC025 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010, AS FILE NO. 403435 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA.

TOTAL AREA

7.82 A.C. ±

REFERENCES

1. RECORD OF SURVEY NO. 2784 "BUTTI WAY & AIRPORT ROAD" RECORDED AS FILE NO. 729214 OFFICIAL RECORDS CARSON CITY, NEVADA.
2. PUBLIC ROADWAY DEDICATION DOCUMENT RECORDED AS DOCUMENT NUMBER 276885, OFFICIAL RECORDS CARSON CITY, NEVADA.
3. RECORD OF SURVEY RECORDED MAY 5, 2002 AS MAP NUMBER 2454, FILE NUMBER 278817 IN THE OFFICIAL RECORDS CARSON CITY, NEVADA.

LEGEND

- ——— = EX. PROPERTY LINE
- — — — = EX. EASEMENT LINE
- ——— = EX. RIGHT OF WAY LINE
- ——— = EX. CENTERLINE OF ROADWAY
- ·—·—· = EX. FLOOD ZONE LINE
- APN = ASSESSORS PARCEL NUMBER
- DOC. NO. = DOCUMENT NUMBER

MONUMENT LEGEND

- ⊕ = CARSON CITY CONTROL MONUMENT AS NOTED
- ● = FOUND MONUMENT AS NOTED
- ◉ = FOUND CENTERLINE WELL MONUMENT
- ○ = SET NO. 5 REBAR AND CAP STAMPED "PLS 5097"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S50°08'29"W	81.25'
L2	S83°41'20"W	50.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	10°05'12"	370.00'	65.14'
C2	4°33'25"	426.66'	33.93'

LEE H. SMITHSON
PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
No. 5097
7/1/2022

PM-2022-0195

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PARCEL MAP
FOR
CARSON CITY
BEING A PORTION OF THE NORTH 1/2
OF SECTION 15 TOWNSHIP 15 NORTH RANGE 20 EAST
M.D.M.
CARSON CITY NEVADA

Manhard CONSULTING LTD
841 Ridge Street, Suite 400, Reno, NV 89501 ph:775.748.8300 fx:775.748.8320 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	MARCH 2022
PROJ. CODE:	CAARENV01
PROJ. #:	##
SHEET	2 OF 2

3045-A

PARCEL MAP 3045-A

Agenda Item No: 17.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Jennifer Budge, Parks, Recreation and Open Space Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Request for Qualifications ("RFQ") for the South Carson Street/South Stewart Street Roundabout Public Art Project. (Sierra Scott, siscott@carson.org)

Staff Summary: The roundabout at the intersection of South Carson Street and South Stewart Street is part of the recently completed South Carson Complete Streets Project. A "gateway monument" public art feature in center of roundabout has been discussed and envisioned for the last five years with Carson City first allocating funding for the project in 2018. The proposed RFQ was created in accordance with the approved Carson City Public Art Policy to seek proposals from qualified artists or artist teams through a competitive process and is being brought to the Board of Supervisors for review and approval prior to publishing.

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

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Proposed Motion
I move to approve the RFQ as described on the record and direct staff to proceed with the RFQ.

Board's Strategic Goal
Quality of Life

Previous Action
January 30, 2023 (Item 5C): The Carson City Cultural Commission voted to recommend to the Board of Supervisors the scope of work and project goals for the South Carson Street/South Stewart Street Roundabout Public Art Project.

Background/Issues & Analysis
The recently completed South Carson Street and South Stewart Street roundabout was part of the South Carson Complete Streets Project. In the spring of 2018, Carson City was 1 of 41 projects out of 900+ applications to be awarded the Transportation Investment Generating Economic Recovery ("TIGER") grant for $7.57 million by the United States Department of Transportation, which described the project as an “important investment in Carson City’s infrastructure with a focus to improve pedestrian safety and mobility in the area, and enhance commercial and business access.” The project included landscaping, multi-use paths, street lighting, enhancements consistent with the Americans With Disabilities Act ("ADA"), the new roundabout, illuminated pedestrian crossings, enhanced business access, pavement reconstruction and storm water and other utility improvements.

One of the focal points of the corridor revitalization is the roundabout at the intersection of South Carson Street and South Stewart Street. This roundabout serves as an inviting gateway connecting the busy commercial corridor of South Carson Street and historic downtown Carson City which includes many shops and

restaurants as well as the Nevada State Capitol and Legislature. The public art piece in the roundabout will be seen as a celebration of our community and provide welcoming aesthetics to pedestrians, cyclists and motorists entering from all directions of the roundabout.

The South Carson Complete Streets project has been a part of the City's master plan for over 10 years, with the vision of a public art piece at the center of the Roundabout being discussed and envisioned for the last five years. The City first allocated funding in 2018 for the South Carson Street/South Stewart Street Roundabout Public Art Project and subsequently formed a working group consisting of elected officials, business representatives, artists, residents and City staff. The goal is to install a permanent work that reflects the Carson City community and its history, is unique to Carson City, can be easily maintained, is designed to be durable and will not impede the safety of motorists or pedestrians.

This project supports the goal of "Quality of Life and Community" from the Carson City Fiscal Year ("FY") 2022-2026 Strategic Plan by achieving the following objective: "Engage Arts & Cultural Assets - Integrate art into gateway improvements (corridor), parks and other capital projects."

This project also supports the following objective from the 2022-2026 Carson City Arts & Culture Strategic Plan: "Prepare a public art policy and oversee a public art program for the creation and inclusion of artwork in public spaces that reflects the City's unique cultural heritage and identity, to enhance our cityscape and the artistic richness of the capital city."

Applicable Statute, Code, Policy, Rule or Regulation
Carson City Public Art Policy; Carson City 2022-2026 Strategic Plan; Carson City 2022-2026 Arts & Culture Strategic Plan

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Redevelopment Revolving Fund, Downtown Entry Signs 6037510-501418; Carson City Culture and Tourism Authority 7407254-506601 A&C PROJECT DONATIONS.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Current budget available in FY 2023 from Redevelopment Fund is $25,000 approved in FY 2018. On February 6, 2023, the Redevelopment Authority Citizens Committee recommended allocating an additional $50,000 for the Roundabout Public Art Project from the FY 2024 discretionary funds due to increasing costs and inflation over the past several years. Therefore, if the FY 2024 recommendation is approved as part of the FY 2024 budget process on May 18, 2023, the total amount available as of July 1, 2023 would be $75,000. Additionally, $75,000 is to be donated from the Carson City Culture & Tourism Authority's FY 2024 budget on July 1, 2023, for a total available budget of $150,000.

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

Attachments:
South Carson Street Roundabout Public Art RFQ DRAFT 3.30.23.pdf

Board Action Taken:

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

(Vote Recorded By)

Carson City, NV
South Carson Street/South Stewart Street Roundabout Public Art
Request for Qualifications No. 23300324

This Is Not an Order

Release Date: TBD

Carson City ("City") is seeking an artist or artist team to design, fabricate and install a free-standing, outdoor, original sculpture at the South Carson Street/South Stewart Street Roundabout ("Roundabout"). The City's Public Art Panel will select a project to recommend to the Carson City Cultural Commission and Board of Supervisors through a two-phase process. Phase 1 evaluation will seek to establish a pool of up to three well-qualified artists or artist teams. Phase 2 evaluation will focus on evaluating detailed proposals for the Roundabout from the pool of artists or artist teams selected at Phase 1.

Phase 1 Deadline: The materials required for Phase 1 evaluation shall be submitted online at https://www.callforentry.org/ by no later than 11:59 pm (PST), on May 26, 2023.

Phase 2 Deadline: For those artists selected to make proposals in Phase 2, the materials required for Phase 2 evaluation shall be submitted online at https://www.callforentry.org/ by no later than 11:59 pm (PST), on September 1, 2023.

Project Budget: $140,000

1. About Carson City

Carson City is a consolidated municipality and political subdivision of the State of Nevada. It is also the State's capital, and its name is derived from frontiersman Kit Carson. As of the 2020 census, Carson City's population was 58,639. Carson City is about 30 miles (50 km) south of Reno, NV. Carson City originated as a stopover for California bound emigrants, before developing into a small city soon after the Comstock Lode, a large silver ore deposit in the mountains to the northeast, was discovered around 1859. Carson City was designated as the state capital when Nevada became a state in 1864. For much of its history Carson City was also a hub for the Virginia & Truckee Railroad, although the Railroad's tracks were removed in the 1950s. Prior to 1969, Carson City was also the county seat of Ormsby County, but in 1969, Ormsby County was abolished and its territory was merged with Carson City to form the consolidated municipality of Carson City. With the consolidation, the City limits today extend west into the Sierra Nevada to Lake Tahoe. For more information: https://www.carson.org/our-city/history

The Carson City symbols and emblems can be found in Carson City Municipal Code 1.06: https://library.municode.com/nv/carson_city/codes/code_of_ordinances?nodeId=TIT1GEPR_CH1.06CISYEM

2. About the Project

General Background:

Carson City recently completed the South Carson Complete Streets Project, an approximately $20 million project that was the largest corridor revitalization project in the City's history. That Complete Streets Project became feasible in the spring of 2018, when Carson City was 1 of 41 applicants selected from a pool of more than 900+ to be awarded the highly competitive Transportation Investment Generating Economic Recovery (TIGER) grant for $7.57 million by the United States Department of Transportation, which described the project as an "important investment in Carson City's infrastructure with a focus to improve pedestrian safety and mobility in the area, and enhance commercial and business access." The project included landscaping, multi-use paths, street lighting, ADA enhancements, the new roundabout, illuminated pedestrian crossings, enhanced business access, pavement reconstruction, and stormwater and other utility improvements. For more details: https://www.carson.org/government/departments-g-z/public-works/carson-proud/south-carson-street

One of the focal points of the corridor revitalization is the roundabout at S. Carson Street and S. Stewart Street. This roundabout is intended to serve as an inviting gateway connecting the busy commercial corridor of South Carson Street and historic downtown Carson City which includes many shops and restaurants as well as the sites for Nevada's three branches of government: the Nevada State Capitol, Legislative Building, and Supreme Court.

This Call to Artists seeks a public art piece for that roundabout that will celebrate our community and provide welcoming aesthetics to pedestrians, cyclists, and motorists entering from all directions of the roundabout.

The South Carson Complete Streets project has been a part of the City's master plan for over 10 years, with the vision of a "gateway monument" at the center of the roundabout. Carson City first received match funding in 2018 for the South Carson Street Roundabout Public Art Project and subsequently formed a working group consisting of elected officials, business representatives, artists, residents, and City staff. This group identified the following goals for the public art piece:

1. Be site-specific, unique, and inviting
2. Incorporate Carson City symbols, emblems, culture and/or history
3. Include clean, simple lines
4. Be an iconic "gateway" piece
5. Be aesthetically appealing from all directions

Project Location:

The public art solicited would be installed in the center of the new roundabout at S. Carson Street and S. Stewart Street along one of the City's major roadway corridors. Nearly 16,000 vehicles pass through this roundabout each day. This traffic is expected to increase to over 20,000 vehicles per day by the year 2040.





Carson City's Contact Person:

Until the receipt and opening of proposals, the artists' principal contact with Carson City will be as listed below. Any questions must be submitted in writing prior to May 15, 2023 and will be addressed by an addendum on https://www.callforentry.org/ and posted on Carson City Arts & Culture website (https://www.carson.org/government/departments-g-z/parks-recreation-open-space/arts-culture/grants-opportunities) no later than May 19, 2023 with exceptions for questions that are considered proprietary.

The addenda, notices and answers to questions issued by the City become part of this Request for Qualifications. Each artist is responsible for checking the websites listed above for addenda, notices and answers to questions.

Carol Akers
Purchasing and Contracts Administrator
Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701
775-283-7362
E-mail: CAkers@carson.org

All contacts regarding the proposal should be made with the above-named individual only. Artists contacting other City staff or other City officials directly may be disqualified for doing so.

For technical questions about https://www.callforentry.org/ please contact cafe@westaf.org.

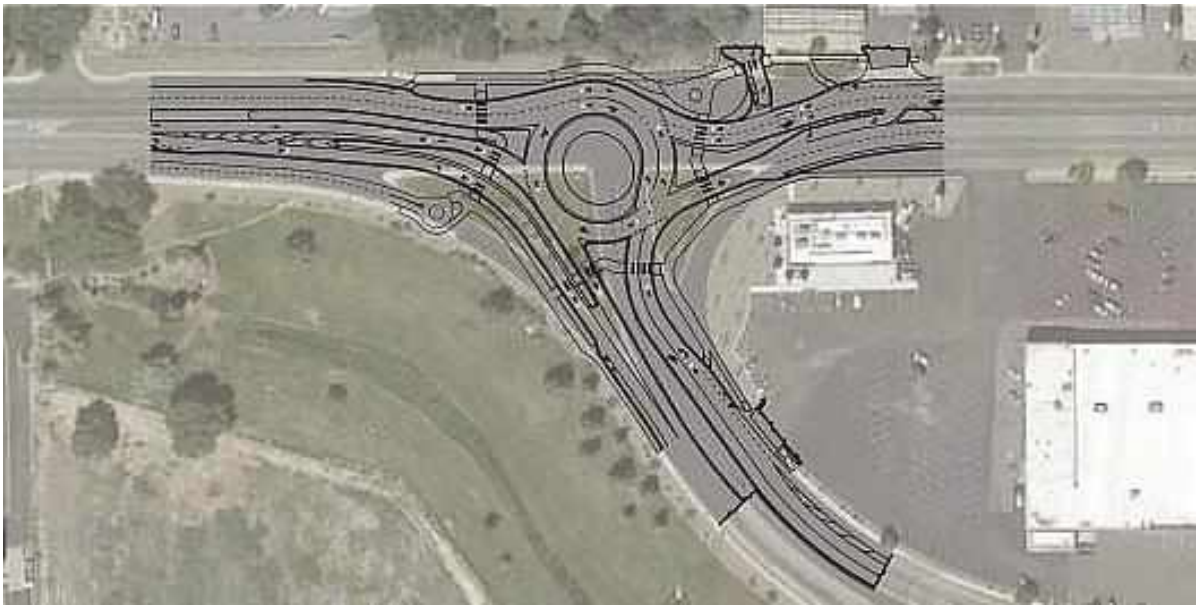
3. Project Site Specifications

The overall diameter of the landscaped area is approximately 70 ft. There are several large areas that could be utilized for artwork. At the center of the roundabout is a minimally landscaped area of approximately 24-feet in diameter. Additionally the perimeter could be modified to accommodate art work; however, some modification to the existing landscaping and irrigation would be required to accommodate the art piece(s). To support the artwork, there is a 2-inch water supply, electrical conduit,

and a conduit for natural gas. Some modification would be required to the existing infrastructure to provide lighting, power, or gas, but could be accommodated if so desired. Evening lighting would be recommended; other lighting as part of the artwork would need to consider adverse impacts to vehicles.

Artists selected to continue to Phase 2 will be provided as-built plans for the Roundabout.





4. Project Budget

The budget for this project is $140,000 for all costs and expenses required to fully realize, deliver, and install the original artwork selected. Costs and expenses are anticipated to include, but are not necessarily limited to, artist's fee and/or other design fees; materials, equipment, and fabrication costs; preparation of plans, specifications, and other engineering or design professional work product for the artwork and its placement; travel and related expenses; delivery of the artwork to Carson City, NV; insurance; all required permitting and licensure; and installation by qualified professionals.

5. Licensing and Permitting

The scope of work for this project requires the artist to install the artwork in the Roundabout; therefore, the artist must be willing and able to secure all requisite licenses and permits for installation of the artwork.

Design plans for the artwork and its installation must be reviewed and stamped by an appropriately licensed Nevada engineer and must be installed by appropriately licensed Nevada contractor(s).

The final design must comply with traffic restrictions for this roundabout site including but not limited to distance for viewing (non-interactive), non-obstructive to drivers at perimeter of roundabout, non-reflective, etc. The details, safety, and engineering of the artwork and its installation must be reviewed by Carson City's Public Works Department, its Community Development Department, and perhaps other City departments. The artist will be responsible procuring all permits and licenses required for the placement of the artwork, which will likely include, but is not necessarily limited to, a building permit and an encroachment agreement or permit unique to this project. The artist will also be responsible for providing timely, complete, and accurate responses to any City requests for additional information, clarification of proposed approach, or revised details to comply with regulatory requirements. Once the design plans and permit applications are approved by the appropriate City departments, fabrication and installation can proceed.

All professional design services will be provided by the artist's Nevada-licensed engineer, which shall include civil, structural, electrical, and mechanical design services, as needed to facilitate a final design and installation. In addition to producing construction drawings, the artist's engineer will need specifications for all materials, fittings, connections, bolts, anchors, etc. for a complete design. The City will review plans and specifications during the permit review process. All installation and construction work will be performed by a qualified Nevada-licensed contractor.

This project will be subject to public works project requirements (*See* NRS Chapter 338), including ensuring prevailing wage rates for all contractors and subcontractors.

The artist(s) must warrant that all work relating to the art structure and its foundation/footing was performed in a professional and workmanlike manner and that work is free from defective or inferior materials and workmanship for one year from the date of installation of the project.

6. Timeline (tentative)

- April 17, 2023: Applications Open
- May 26, 2023: Deadline for Phase 1 submissions
- June 2023: Public Art Panel reviews Phase 1 submissions and selects up to 3 finalists for Phase 2
- June 15, 2023: Notice of Public Art Panel's finalist selections
- July 2023: Finalists to visit site
- July/August 2023: Concept development
- September 1, 2023: Deadline for Phase 2 written proposals
- September 2023 (date TBD): Phase 2 presentations to Public Art Panel and evaluation of proposals
- September 11, 2023: Presentation of Public Art Panel's evaluation to Carson City Cultural Commission
- October 5, 2023: Presentation of (1) recommendations from Public Art Panel and Cultural Commission, and (2) proposed contract with artist, to the City's Board of Supervisors for review and potential approval
- October 2023: Permitting review
- November 2023 – Spring 2024: Fabrication/Delivery/Installation

7. Phase 1 Evaluations

Baseline Eligibility:

This opportunity is open to professional artists or teams who are at least 18 years of age. Applicants must have public art project experience that matches the scope of the project and must have successfully managed and completed at least one large-scale commission on schedule and on budget.

Artist's Submission:

Incomplete submissions will not be considered. Complete submissions must include the following:

1. Letter of Interest. This letter should include a:
    - Statement that the artist and/or artist's team meet the baseline eligibility requirements above;
    - Description of most relevant comparable project experience; and
    - Description of your interest in working on this specific project.
2. Current Resume. If you are submitting as a team, a current resume for each team member should be provided. Must include contact Information (name, address, phone, email, website if applicable).

3. Up to 10 Digital Images. The submission must include up to 10 digital images of the artist's completed past works, with a preference for work that showcase sculptures/installations in outdoor spaces.
4. Image List and Description. For each digital image provided, the artist should provide a list with the artist's name and a brief description of the work each image depicts, stating its title, date, medium, size, location, project budget and actual cost.
5. Three Professional References. The submission must include a list of three professional references, with the current phone numbers and e-mail addresses for each reference.

How to Submit:

The materials required for Phase 1 evaluation shall be submitted online at https://www.callforentry.org/ by no later than 11:59 pm (PST), on May 26, 2023.

To submit online at https://www.callforentry.org/

- Click on "Find Calls"
- Find "Carson City Roundabout Public Art Project" and click "Apply Now"
- Log in or create an account (there is no charge to register for CaFÉ or to submit for this call for entries)

Phase 1 Evaluation Criteria:

During Phase 1 evaluations, the Public Art Panel will first determine whether the artist fulfills the requirements for baseline eligibility, provided above.

For those artists that fulfill the requirements for baseline eligibility, Phase 1 evaluations will be based on the following criteria and point range with a total possible score of 60 points:

- Relevant qualifications and experience including proficiency in public art and design (0-20 points)
- Demonstrated quality and cohesiveness of past body of work (0-20 points)
- Successful experience working with local governmental or municipal agencies (0-10 points)
- Proven ability to deliver the project requirements on time and budget (0-10 points)

During evaluation, the Public Art Panel reserves the right, where it may serve the City's best interest, to request additional information or clarification from the artist, or to allow corrections of errors or omissions.

Notice of Finalists Selected for Phase 2:

Based on its evaluation of artists' Phase 1 submissions, the City's Public Art Panel will select up to three finalists to proceed to Phase 2 evaluations. The Public Art Panel may also select up to three alternates. After the Public Art Panel has made its selections, all applicants will receive notice in writing via https://www.callforentry.org/and the notice will be posted publicly at https://www.carson.org/government/departments-g-z/parks-recreation-open-space/arts-culture/grants-opportunities.

8. Phase 2 Evaluations

Required, Pre-Proposal Diligence:

Artists selected to participate in Phase 2 will submit a detailed proposal for artwork to be designed, fabricated, delivered, and installed at the Roundabout.

All artists selected to proceed to Phase 2 will be expected to visit the project site, at their own expense, before submission of a detailed proposal. To facilitate this process, the City will provide the following resources:

- A City staff liaison that the artist(s) can contact to facilitate a site visit and arrange other stakeholder meetings and engagement opportunities.
- The City will award a $3,000 honorarium to each artist selected to proceed to Phase 2 evaluations to defray the costs of developing the proposal and travelling to Carson City. The honorarium will not be paid until after the artists has scheduled and attended a site visit with the City's staff liaison. Apart from this honorarium, there is no intent, implied or otherwise, or any obligation by Carson City to reimburse responding artists for any expenses incurred in preparing proposals or for any travel expenses related to this Request for Qualifications.

In addition, the City will provide artists selected for Phase 2 with the following resources:

- As-built plans and other specifications for the Roundabout.
- A packet of specifications regarding site locations, design criteria and any design limitations or requirements.

Artist's Phase 2 Proposal:

The artist must compile a detailed written proposal for submission and will also present that proposal to the Public Art Panel.

<u>Written Proposal:</u>

The detailed proposal must include:

- Conceptual design drawings of proposed artwork, and/or photos of a maquette constructed to scale.
- Statement about the proposed work which includes but is not limited to: descriptions of the materials, dimensions, weight, proposed site location, installation process and method, foundation and anchoring procedure including the ability to withstand the necessary environmental factors and wind loads.
- Maintenance plan which includes an explanation of longevity/protective coatings of artwork
- Detailed production timeline associated with the proposed art piece.
- Estimated budget which includes proposed itemization for artist fee, materials, foundation, engineering, materials, travel, etc.

Unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between Carson City and the artist selected, submission of a proposal indicates acceptance by the artist of the conditions contained in this Request for Qualifications.

Presentation to the Public Art Panel:

The artist's presentation to the Public Art Panel will occur after submission of the written Phase 2 proposal to facilitate meaningful engagement on the specifics of each artists' proposal. This presentation can be done in-person or via an online meeting platform.

How to Submit Phase 2 Written Proposal:

The materials required for Phase 2 evaluation shall be submitted via email to Carol Akers, Purchasing and Contracts Administrator, CAkers@carson.org by no later than 11:59 pm (PST), on September 1, 2023. All submitted material will be reviewed for completeness. If an item is incomplete or missing, applicants will be notified and have 48 hours to cure.

Phase 2 Evaluation Criteria:

During Phase 2 evaluations, the City's Public Art Panel will select its preferred project(s) for recommendation to the City's Cultural Commission and the City's Board of Supervisors. Phase 2 evaluations will be based on the following criteria and point range with a total possible score of 100 points:

- Artistic Quality/Merit of proposed artwork including originality, creativity, and appropriateness to site (0-40 points)
- Artist qualifications, experience, and technical competence (0-20 points)
- Feasibility of project including a realistic budget and production timeline (0-20 points)
- Safety, structural integrity, durability, and maintenance requirements of proposed artwork (0-20 points)

During evaluation, the Public Art Panel reserves the right, where it may serve the City's best interest, to request additional information or clarification from the artist, or to allow corrections of errors or omissions.

Notice of Recommendation for Award:

The Public Art Panel will make a recommendation for award to the City's Cultural Commission and the City's Board of Supervisors based upon the Phase 2 evaluation criteria. After the Public Art Panel has made its selection, notice of the Public Art Panel's recommendation will be provided to finalists in writing via https://www.callforentry.org/and the notice will be posted publicly at https://www.carson.org/government/departments-g-z/parks-recreation-open-space/arts-culture/grants-opportunities.

9. Final Approval

The Public Art Panel will make recommendations to the Carson City Cultural Commission on its preferred artist and project based on the Phase 2 evaluations. The Cultural Commission will then make its own recommendation to the Carson City Board of Supervisors. The recommendations from the Public

Art Panel and Cultural Commission will be presented to the Carson City Board of Supervisors, and the Board of Supervisors will make the final decision on which project will be selected, if any, and will approve any contract to be awarded to the selected artist. A decision rendered by Carson City shall be deemed final.

10. Contract Between Artist and Carson City

Award of this solicitation will result in the establishment of a signed City Agreement for a one (1) year term to complete the work described within the proposal for an amount not to exceed $140,000.

11. Conflict of Interest

The artist warrants that the artist presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under this solicitation.

12. Right to Reject Proposals

Submissions under Phase 1 or Phase 2 of this RFQ indicates acceptance by the artist of the conditions contained in this RFQ unless clearly and specifically noted in the submission made by the artist and confirmed in the subsequent agreement between Carson City and the artist selected.

Carson City reserves the right to reject any or all submissions and proposals and to award to the artist the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

Late submissions will not be accepted. Prospective artists are held responsible that their submissions arrive at the Carson City - Purchasing and Contracts Department on or before the designated time and date.

13. Withdrawal of Proposals

Requests to withdraw proposals received after the date and time set for opening and acknowledging proposals will not be considered.

14. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the artist as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record subject to disclosure. Information or data submitted in response to this RFQ will not be returned.

15. Contract Termination

Carson City reserves the right to terminate any contract between the artist and the City awarded through this RFQ (“Contract”) if the artist does not perform as required by the terms of the Contract. Reasons for termination may include, but are not limited to, the following:

- Failure to provide sufficient personnel as identified in the RFQ.
- Failure to provide the principal team as submitted.
- Substitution of the team or other identified personnel without prior approval of Carson City.
- Failure to demonstrate the requisite skills as provided in RFQ.
- Failure to perform the essential duties set out in the contract for services.

16. Insurance Requirements

Before the effective date of the Contract, the artist shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with proper and agreed upon limits for:

- Commercial General Liability
- Automobile Liability
- Worker's Compensation
- Professional Liability

17. Compliance with Immigration and Naturalization Laws

Successful artists shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of the artist and their employees or subcontractors to work in the United States.

18. Open Meeting Law/Award Challenges

Artists are put on notice that NRS Chapter 241 requires public business to be conducted in an open meeting. The Carson City District Attorney will defend any challenge to an award resulting from this RFQ.

Agenda Item No: 18.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding coordination of legislative activity on pending state legislation before the Nevada Legislature and whether to adopt an official policy position or direct staff to advocate for or against any such legislation, including the submittal of proposed amendatory language. (Stephen Wood, swood@carson.org and Nancy Paulson, npaulson@carson.org)

Staff Summary: The Nevada Legislature is currently in its 82nd Regular Session. This item is for the Board of Supervisors to coordinate legislative efforts on pending state legislation that may have an impact on Carson City, including the adoption of official policy positions, if any, and direction to staff to advocate for or against any such legislation. Due to unpredictable timing constraints inherent in the legislative process, the City will maintain a list of legislation that the City has identified in advance and which may be discussed and acted on by the Board during this agenda item. A copy of the list will be posted not less than three days before the date of each Board of Supervisors meeting during which this agenda item appears and may be obtained at the following Internet website: https://www.carson.org/legislature.

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

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Proposed Motion
Depends on discussion.

Board's Strategic Goal
Efficient Government

Previous Action
March 16, 2023 (Item 17B): The Board of Supervisors voted to support AB240, AB297, SB11 (with amendment), and SB51 (with amendment). The Board of Supervisors voted to oppose AB213, AB235, SB226, and SB233.
March 2, 2023 (Item 15A): The Board of Supervisors voted to support Assembly Bill No. 20, 60, and 104, and Senate Bill No. 22.
February 16, 2023 (Item 21A): The Board of Supervisors voted to opposed Assembly Bill No. 14.
January 19, 2023 (Item 13A): The Board of Supervisors reviewed Resolution No. 2020-R-23 which establishes policies for the coordination and communication of legislative matters during Regular and Special Sessions of the Nevada Legislature.

Background/Issues & Analysis
With the 82nd Regular Session of the Nevada Legislature underway, this agenda item is for the Board of Supervisors to consider pending legislation before the Legislature and to coordinate efforts to formulate official policy positions and to direct staff to advocate for or against such legislation. Because the state legislative

process is such that it is difficult, if not impossible at times, to predict when a legislative measure will be introduced or heard by a legislative committee for passage and approval, the City will maintain and keep current as much as possible a list of legislative measures that have been identified and which may be discussed and acted on by the Board of Supervisors. However, there may be circumstances where the introduction of a bill or proposed amendment to a bill occurs after publication of the Board of Supervisors agenda and without opportunity to identify the bill or amendment on the City's list, including bills or amendments that the City becomes aware of on the day of a Board of Supervisors meeting, but the bill should be discussed or acted on because postponing discussion or action until the next meeting of the Board could render any delayed discussion or action obsolete.

Applicable Statute, Code, Policy, Rule or Regulation
Resolution No. 2020-R-23

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives
N/A

Attachments:

Board Action Taken:

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

_____
(Vote Recorded By)