

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 is qualified as a Fixed Base Operator for aircraft storage and may use the premises primarily for the storage of aircraft; storage of machinery, parts and tools 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 may sublease portions of the premises, but Tenant is still responsible for compliance with the terms of the lease. 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 30 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 taxiway 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 or 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. 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 its interest in this lease except upon Landlord's prior consent. Any such assignment will be binding to assignees 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

CTE lease

(\$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 environment 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.

Tenant shall not be responsible for a hazardous material or environmental contamination that is found: (1) to have existed prior to the execution of this lease; or (ii) not to have existed until after termination of this Lease and Tenant's surrender of the premises. If said condition prevents the ability of Tenant to use the leasehold and Landlord is unable to rectify the condition in a timely manner, Tenant may request and the Landlord will not unreasonably deny, the termination of the lease.

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.

24. 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
ARROWHEAD TENANT LLC.
A Nevada limited liability company

By Ward Chilton
Ward Chilton, Manager

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA

By Michael Golden
Michael Golden, CHAIRMAN

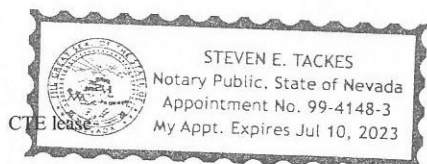
ATTEST:

Jon Rogers
Jon Rogers, TREASURER

STATE OF NEVADA)
COUNTY OF CARSON CITY : SS

On this 16th day of November, 2022, before me, the undersigned, a Notary Public, personally appeared WARD CHILTON, manager of ARROWHEAD TENANT, LLC, a Nevada limited liability company, 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.



Steven E. Tackes
NOTARY PUBLIC (SEAL)

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 _____, 2022.

LORI BAGWELL, Mayor

ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

CLERK/RECORDER (or Deputy)

DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form



STEVEN E. TACKES, ESQ.

EXHIBIT "A"
LEASE PARCEL BOUNDARY FOR
HANGARS

A PORTION OF APN 005-011-01

A parcel of land, situate in the East One-Half (W1/2) of Section Four (Sec. 4), Township Fifteen North (T.15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), Carson City, State of Nevada, being a portion of the parcel "Bravo Lease" as shown on the Record of Survey for Carson City Airport Authority, filed in Book 11, Page 3039, as File Number 531484, April 11, 2022, in the Official Records of Carson City, Nevada, and being more particularly described as follows:

BEGINNING at the southeast corner of said parcel "Bravo Lease", as shown on said Record of Survey;

THENCE, leaving said **POINT OF BEGINNING**, along the southerly line of said parcel "Bravo Lease", North 76°05'34" West, 219.20 feet, to the southwest corner of said parcel;

THENCE, along the West line of said parcel, North 00°48'45" East, 321.80 feet;

THENCE, leaving the West line of said parcel, South 89°11'15" East, 213.50 feet, to the East line of said parcel;

THENCE, along the East line of said parcel, South 00°48'45" West, 371.46 feet to the **POINT OF BEGINNING**.

pl

Containing 74,004 square feet, more or less.

BASIS OF BEARINGS:

Grid North, Modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994 (NAD 83/94) determined using Real Time Kinematic GPS (RTK GPS) observations of Carson City Control Monuments CC052 and CC007. combined Grid to Ground Factor = 1.0002. all distances shown herein are ground values.

SURVEYOR'S CERTIFICATE:

I hereby certify that the description above was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of



241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222

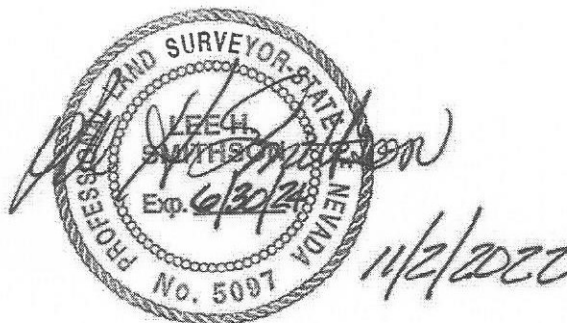


EXHIBIT B-1
LEASE PARCEL FOR
HANGAR A
A PORTION OF APN 005-011-01

A parcel of land, situate in the East One-Half (W1/2) of Section Four (Sec. 4), Township Fifteen North (T.15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), Carson City, State of Nevada, being a portion of the parcel "Bravo Lease" as shown on the Record of Survey for Carson City Airport Authority, filed in Book 11, Page 3039, as File Number 531484, April 11, 2022, in the Official Records of Carson City, Nevada, and being more particularly described as follows:

BEGINNING at the southeast corner of said parcel "Bravo Lease", as shown on said Record of Survey;

THENCE, leaving said **POINT OF BEGINNING**, along the southerly line of said parcel "Bravo Lease", North 76°05'34" West, 219.20 feet, to the southwest corner of said parcel;

THENCE, along the West line of said parcel, North 00°48'45" East, 75.00 feet;

THENCE, leaving the West line of said parcel, South 89°11'15" East, 213.50 feet, to the East line of said parcel;

THENCE, along the East line of said parcel, South 00°48'45" West, 124.66 feet to the **POINT OF BEGINNING**.

Containing 21,313 square feet, more or less.

BASIS OF BEARINGS:

Grid North, Modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994 (NAD 83/94) determined using Real Time Kinematic GPS (RTK GPS) observations of Carson City Control Monuments CC052 and CC007. combined Grid to Ground Factor = 1.0002. all distances shown herein are ground values.

SURVEYOR'S CERTIFICATE:

I hereby certify that the description above was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222

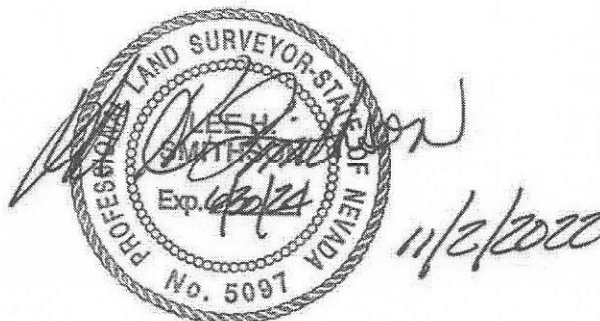


EXHIBIT B-2
**LEASE PARCEL FOR
HANGAR B
APN 005-011-01**

A parcel of land, situate in the East One-Half (W1/2) of Section Four (Sec. 4), Township Fifteen North (T.15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), Carson City, State of Nevada, being a portion of the parcel "Bravo Lease" as shown on the Record of Survey for Carson City Airport Authority, filed in Book 11, Page 3039, as File Number 531484, April 11, 2022, in the Official Records of Carson City, Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said parcel "Bravo Lease", as shown on said Record of Survey;

THENCE, North 00°48'45" East, 124.66 feet to the **POINT OF BEGINNING**;

THENCE, departing said **POINT OF BEGINNING**, North 89°11'15" West, 213.50 feet, to the West line of said parcel;

THENCE, along the West line of said parcel, North 00°48'45" East, 110.00 feet;

THENCE, leaving the West line of said parcel, South 89°11'15" East, 213.50 feet, to the East line of said parcel;

THENCE, along the East line of said parcel, South 00°48'45" West, 110.00 feet to the **POINT OF BEGINNING**.

Containing 23,485 square feet, more or less.

BASIS OF BEARINGS:

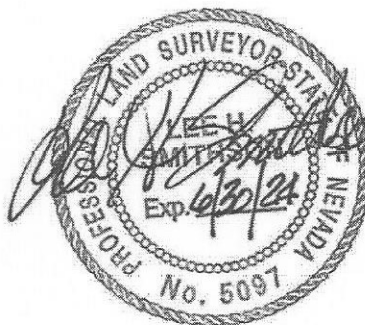
Grid North, Modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994 (NAD 83/94) determined using Real Time Kinematic GPS (RTK GPS) observations of Carson City Control Monuments CC052 and CC007. combined Grid to Ground Factor = 1.0002. all distances shown herein are ground values.

SURVEYOR'S CERTIFICATE:

I hereby certify that the description above was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222



11/2/2022

EXHIBIT B-3
LEASE PARCEL FOR
HANGAR C
APN 005-011-01

A parcel of land, situate in the East One-Half (W1/2) of Section Four (Sec. 4), Township Fifteen North (T.15N.), Range Twenty East (R.20E.), Mount Diablo Meridian (MDM), Carson City, State of Nevada, being a portion of the parcel "Bravo Lease" as shown on the Record of Survey for Carson City Airport Authority, filed in Book 11, Page 3039, as File Number 531484, April 11, 2022, in the Official Records of Carson City, Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said parcel "Bravo Lease";

THENCE, along the East line of said parcel "Bravo Lease", North 00°48'45" East, 234.66 feet,
POINT OF BEGINNING;

THENCE, leaving said **POINT OF BEGINNING**, North 89°11'15" West, 213.50 feet, to the West line of said Parcel;

THENCE, along the West line of said parcel, North 00°48'45" East, 136.80 feet;

THENCE, leaving the West line of said parcel, South 89°11'15" East, 213.50 feet, to the East line of said parcel;

THENCE, along the East line of said parcel, South 00°48'45" West, 136.80 feet to the **POINT OF BEGINNING**.

Containing 29,206 square feet, more or less.

BASIS OF BEARINGS:

Grid North, Modified Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994 (NAD 83/94) determined using Real Time Kinematic GPS (RTK GPS) observations of Carson City Control Monuments CC052 and CC007. combined Grid to Ground Factor = 1.0002. all distances shown herein are ground values.

SURVEYOR'S CERTIFICATE:

I hereby certify that the description above was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson
Nevada PLS 5097
For and on behalf of

 **Manhard**
CONSULTING
241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222

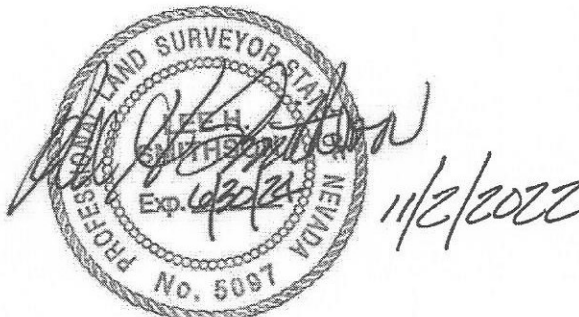


EXHIBIT C

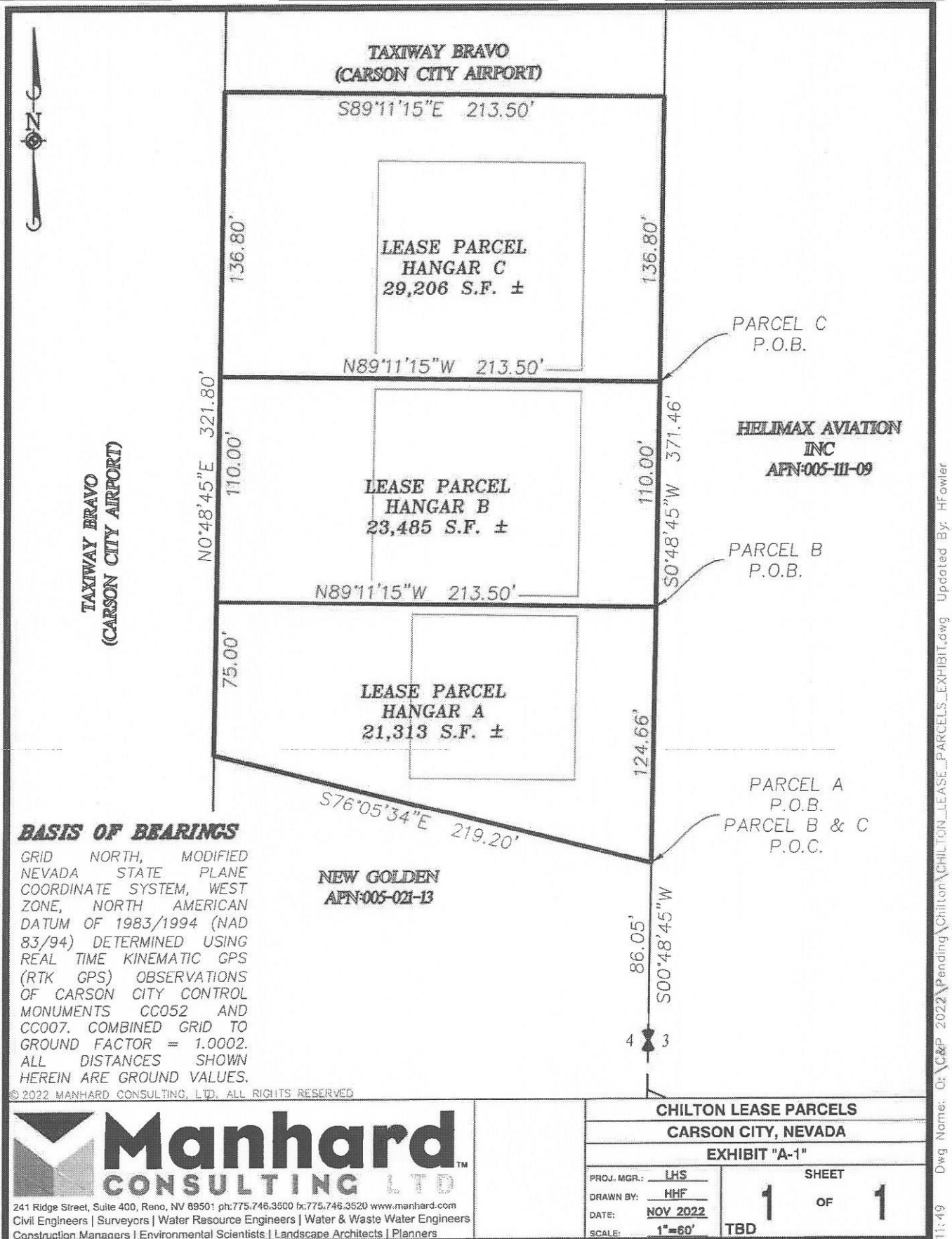


EXHIBIT B
CONSTRUCTION EXHIBITS

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 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 CLEAR 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 HANGARS 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 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.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the December 15, 2022 Meeting

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, December 15, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

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

STAFF:

Nancy Paulson, City Manager
Aubrey Rowlatt, Clerk-Recorder
Scott Hoen, Clerk-Recorder Elect
Stephanie Hicks, Deputy City Manager
Todd Reese, Senior Deputy District Attorney
Tamar Warren, Senior Deputy Clerk

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

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

(8:33:05) – Mayor Bagwell called the meeting to order at 8:33 a.m. Ms. Rowlatt called roll and noted the presence of a quorum. Airport Road Church of Christ Minister Bruce Henderson provided the invocation. At Mayor Bagwell’s request, Carson City Sheriff Ken Furlong led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:34:58) – Mayor Bagwell entertained public comments. Harry Handa introduced himself as the owner of the Frontier Motel and read a written statement, incorporated into the record, requesting the reinstatement of his business license which was revoked in 2020. Mr. Handa explained that due to the material and labor shortages, they had been able to complete the first building but not the second, which was scheduled for completion in two months. He wished to have the completed building opened at this time. Mayor Bagwell explained that the item was not agendaized for discussion.

(8:38:52) – Deni French wished to discuss landfill fee increases for residents versus those bringing their trash from other counties. He also recommended adding a nuisance fee for contractors based on the number of trips and the weight of vehicles to offset road wear and tear. Mr. French suggested that the Board explain public comment rules as many would not be aware that the Board would not discuss non-agendaized items.

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(8:41:03) – Bruce Cram introduced himself as a Carson City resident and objected to raising landfill fees for residents. He also objected to City spending such as the “changed logos on City trucks...and the paperwork on our billing.” Mr. Cram recommended raising the prices for out-of-county landfill use and the “green rate.” Mayor Bagwell clarified that Mr. Cram’s public comment was based on the previous Board of Supervisors meeting agenda item regarding landfill fees and explained that the Board had instructed Staff to keep in-county rates stable and increase the out-of-county fees.

(8:44:20) – June Marsh noted that Carson City seniors were paying a “school debt tax” and believed that an upcoming “\$50 per month road tax per household” would be too much for the seniors. Mayor Bagwell reiterated that the Board would be unable to discuss non-agendized items; however, she noted that they would refer Ms. Marsh to staff members who would be able to address the issue.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – NOVEMBER 17, 2022 AND NOVEMBER 18, 2022.

(8:46:05) – Mayor Bagwell introduced the item and entertained comments, corrections, or a motion.

(8:46:30) – Supervisor Giomi moved to approve the minutes of the November 17, 2022 and November 18, 2022 Board of Supervisors meetings as presented. The motion was seconded by Supervisor Jones and carried 5-0-0.

7. SPECIAL PRESENTATIONS

7.A PRESENTATION OF LENGTH OF SERVICE CERTIFICATES TO CITY EMPLOYEES.

(8:46:56) – Mayor Bagwell introduced the item and invited the Board members to join her in thanking Supervisor Jones, Clerk-Recorder Rowlatt, and Assessor Dave Dawley for their service. She also read into the record and presented plaques to Supervisor Jones and Ms. Rowlatt (Mr. Dawley was not present to receive his). Both recipients joined the Board for a commemorative photograph.

(8:51:40) – Length of service certificates were also presented to employees. Each Board member read the accomplishments of a City employee after which they presented them with their longevity award certificates. The following employees were award recipients and joined the Board for a commemorative photograph with family and friends after the presentation:

Justin Ryba, Alternative Sentencing Officer – 15 years

John Burnham, Sports Field Coordinator – 5 years

Vanessa Cortes, Youth Advisor – 5 years

James Lachew, Deputy Sheriff – 5 years

Andrew Menendez, Recreation Program Supervisor – 5 years

Jerome Tushbant, Undersheriff – 5 years

(9:04:06) – Mayor Bagwell recessed the meeting and invited everyone to enjoy the celebratory cake in honor of Supervisor Jones and Ms. Rowlatt.

CARSON CITY BOARD OF SUPERVISORS

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CONSENT AGENDA

(9:11:20) – Mayor Bagwell reconvened the meeting and introduced the item, inquiring whether the Board or members of the public wished to pull items from the Consent Agenda; however, none were forthcoming. She also entertained a motion.

(9:11:30) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 8.A, 9.A, 10.A, 11.A, 12.A, 13.A, and 14.A as presented. Supervisor White seconded the motion.

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

8. AIRPORT AUTHORITY

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED 50-YEAR GROUND LEASE (“GROUND LEASE”) BETWEEN CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY (“CCAA”), TOGETHER AS LANDLORD, AND ARROWHEAD TENANT, LLC (“ARROWHEAD”), AS TENANT, WITH ARROWHEAD PAYING A BASE RENT OF \$23,681.28 PER YEAR, SUBJECT TO FUTURE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX, TO LEASE APPROXIMATELY 74,004 SQUARE FEET AT THE CARSON CITY AIRPORT, A PORTION OF ASSESSOR'S PARCEL NUMBER ("APN") 005-011-01, (“PREMISES”) FOR THE CONSTRUCTION OF AIRCRAFT STORAGE HANGARS.

9. ASSESSOR

9.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST TO CORRECT A CLERICAL ERROR AND INCREASE THE TAXES FOR FISCAL YEAR ("FY") 2022/2023 IN THE AMOUNT OF \$414.29 FOR THE PROPERTY DESCRIBED AS PARCEL 1, MAP #1536A, ASSESSOR'S PARCEL NUMBER ("APN") 009-021-02 AND INCREASE THE TAXES FOR FY 2022/2023 IN THE AMOUNT OF \$2,399.76 FOR THE PROPERTY DESCRIBED AS NORTH 1/2 NORTHWEST 1/4 OF SEC 30 T15N R20E, APN 009-291-05, FOR A CORRECTED COMBINED TOTAL TAX AMOUNT OF \$2,814.05.

10. CITY MANAGER

10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION ON RATIFYING THE APPROVAL OF BILLS AND OTHER REQUESTS FOR PAYMENTS BY THE CITY MANAGER FOR THE PERIOD OF NOVEMBER 5, 2022 THROUGH DECEMBER 2, 2022.

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11. COURTS

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING RATIFICATION OF (1) THE ACCEPTANCE OF A TRIAL COURT SUBAWARD ("SUBAWARD") OF THE AMERICAN RESCUE PLAN ACT ("ARPA") FISCAL RECOVERY FUNDS ("FRF") ADMINISTERED BY THE NEVADA SUPREME COURT IN THE AMOUNT OF \$230,015 FOR THE COURT RECORD DIGITAL CONVERSION PROJECT ("PROJECT") IN THE FIRST JUDICIAL DISTRICT COURT ("COURT") EFFECTIVE RETROACTIVELY FROM JUNE 1, 2022 THROUGH DECEMBER 21, 2024; AND (2) AN ALLOCATION AGREEMENT EFFECTIVE RETROACTIVELY FROM JUNE 1, 2022 THROUGH DECEMBER 21, 2024 FOR THE ALLOCATION OF THE SUBAWARD.

12. FINANCE

12.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 DECEMBER 2, 2022, PER NRS 251.030 AND NRS 354.290.

13. PURCHASING AND CONTRACTS

13.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AUTHORIZATION TO PURCHASE VARIOUS KITCHEN APPLIANCES FOR THE CARSON CITY SHERIFF'S OFFICE JAIL ("JAIL") FOR A NOT TO EXCEED AMOUNT OF \$80,226.48 UTILIZING JOINDER CONTRACT (#R180202) BETWEEN REGION 4 EDUCATION SERVICE CENTER, HOUSTON, TEXAS AND NATIONAL RESTAURANT SUPPLY.

14. TREASURER

14.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE TREASURER'S MONTHLY STATEMENT OF ALL MONEY ON DEPOSIT, OUTSTANDING CHECKS AND CASH ON HAND FOR NOVEMBER 2022 SUBMITTED PER NEVADA REVISED STATUTES ("NRS") 354.280.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

No items were pulled from the Consent Agenda.

16. FINANCE

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16.A FOR DISCUSSION ONLY: PRESENTATION AND DISCUSSION ON FINANCIAL HIGHLIGHTS OF THE CURRENT YEAR ANNUAL COMPREHENSIVE FINANCIAL REPORT ("ACFR") BY CARSON CITY STAFF AND INFORMATION FROM HINTONBURDICK CPAS & ADVISORS RELATING TO THEIR AUDIT PROCEDURES AND THE RESULTS OF THOSE PROCEDURES CONCERNING THE CARSON CITY ACFR FOR THE FISCAL YEAR ENDED JUNE 30, 2022.

(9:11:57) – Mayor Bagwell introduced both agenda items 16.A and 16.B, noting that formal action would be taken on item 16.B. Carson City Chief Financial Officer Sheri Russell-Benabou thanked the Finance Department Staff for the cost savings they provided by preparing for the audit. She also thanked Hinton Burdick CPAs and Advisors who had been contracted to conduct the audit and the City departments who had assisted them. Ms. Russell-Benabou announced that the City’s bond rating had increased from AA– to AA with Standard and Poor's (S&P's) rating and to Aa3 with Moody's rating. She reviewed a PowerPoint presentation titled *Carson City, Nevada Annual Comprehensive Financial Report June 30, 2022*, incorporated into the record, and responded to clarifying questions.

(9:29:32) – HintonBurdick CPAs and Advisors Partner Chad Atkinson, participating via WebEx, thanked both his firm’s and the City’s audit teams and presented the City’s Fiscal Year 2022 Audit, incorporated into the record. He also responded to clarifying questions. Supervisor Giomi congratulated the auditing teams and recommended clarifying for members of the community a summary of the technical terms and what they mean “in layman’s terms” prior to posting them for the public to view. Supervisor White also noted that members of the community should review the information; however, he recommended reading “the commentary” presented in the PowerPoint presentation reviewed earlier by Ms. Russell-Banabou, instead of poring through the spreadsheets. Supervisor Jones applauded Ms. Russell Benabou’s “predictions” and requested that she keep him on the distribution list after the expiration of his term on the Board. Supervisor Schuette thanked Staff for responding to her questions offline and was in favor of posting the information online as well. Mayor Bagwell was Informed by Mr. Atkinson that the statistical sections of the audit, which are obtained through third-party information, may be corrected should an error be found in those sections. The Mayor specifically highlighted the water usage which had not increased year-over-year and informed the community “we’re looking at all this data when we make decisions” such as growth management. She also entertained public comments; however, none were forthcoming.

16.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDED ACCEPTANCE OF THE CARSON CITY ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022.

(9:45:16) – Based on the discussion during item 16.A, Mayor Bagwell entertained a motion.

(9:45:21) – Supervisor White moved to accept the Annual Comprehensive Financial Report as submitted. Supervisor Giomi seconded the motion.

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

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(9:45:54) – Mayor Bagwell thanked the Finance Department Staff and Ms. Paulson highlighted the time and effort it had taken for Staff to prepare the document.

17. PUBLIC WORKS

17.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (“PHASE 2 AGREEMENT”) BETWEEN CARSON CITY AND PALASEEK LLP (“PALASEEK”), TO EXPIRE ON OR BEFORE DECEMBER 31, 2023, FOR THE POTENTIAL DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT (“PHASE 2 PROJECT”) LOCATED ON 3.41 ACRES OF CITY-OWNED LAND DESIGNATED AS ASSESSOR’S PARCEL NUMBER (“APN”) 010-037-06.

(9:47:05) – Mayor Bagwell introduced the item. Public Works Deputy Director Dan Stucky gave background and presented the Staff Report and the proposed Exclusive Negotiating Rights Agreement, both of which are incorporated into the record. He explained that although the expiration date of the Phase 2 Agreement was on December 31, 2023, he hoped that a Development Agreement would be agendized for approval by the Board “within the next three months.” Mr. Stucky highlighted the progress made on Phase 1 of the Development which would incorporate 80 units. Mayor Bagwell requested contact information on how the public would be able to apply for reservations. Supervisor White clarified that his “no” vote was not due to an issue with the project itself, but he objected to the gifting of the City property for private use. Mayor Bagwell entertained public comments.

(9:50:15) – Mr. French voiced his objection to the gifting of City property as well. He believed in providing “low-income housing” and stated that the Public Works Department had “a finite amount of land” and was in favor of preserving the land for “nature use.”

(9:52:23) – Supervisor Jones was informed that the project construction would be continuous, and Phase 2 would start prior to the completion of Phase 1. Mayor Bagwell entertained a motion.

(9:53:03) – Supervisor Giomi moved to approve the Agreement as presented. Supervisor Jones seconded the motion.

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

18. CLERK-RECORDER

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18.A FOR DISCUSSION ONLY: PRESENTATION AND DISCUSSION REGARDING THE STATUS OF COMPLETED AND PENDING PROJECTS FOR THE CARSON CITY CLERK-RECORDER'S OFFICE AND THE TRANSITION PLAN FOR THE NEWLY ELECTED CLERK-RECORDER.

(9:53:24) – Mayor Bagwell introduced the item. Ms. Rowlatt welcomed and introduced Carson City Clerk-Recorder Elect Scott Hoen. She also reviewed a PowerPoint presentation, incorporated into the record, which included the current status of projects, departmental needs, and recommendations to assist the incoming Clerk-Recorder. Ms. Rowlatt thanked her staff for their dedication to Carson City. Mr. Hoen thanked Ms. Rowlatt for making the transition “work” by including him in emails and discussions and acknowledged that he was “coming from outside...to fill big shoes.” He also noted that the State was losing several Clerk-Recorders, especially when readying for the upcoming legislative session. Mayor Bagwell thanked Mr. Hoen for “starting work early,” which she attributed to his “dedication.” Supervisor Schuette thanked Ms. Rowlatt “for all that you have done for Carson” and thanked her for being open to responding to questions, adding that she “will be missed.” Mayor Bagwell also thanked Ms. Rowlatt and entertained public comments.

(10:11:50) – Mr. French thanked Ms. Rowlatt and welcomed Mr. Hoen. He also reminded the community that there are many people “running this City.”

19. COMMUNITY DEVELOPMENT - PLANNING

19.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE IMPLEMENTATION OF PROPOSED SPECIAL EVENT POLICIES IN CALENDAR YEAR 2023 AND A POSSIBLE REVIEW OF THE POLICIES AT THE END OF 2023.

(10:13:30) – Mayor Bagwell introduced the item. Community Development Director Hope Sullivan thanked Ms. Rowlatt and highlighted the fact that their two departments worked closely on record retention. She also gave background and highlighted the Carson City Municipal Code (CCMC) 4.04.077 which addresses the City's special events permitting process. She also reviewed a proposal, incorporated into the record, regarding the implementation of special event policies for the calendar year 2023, with a review and possible modification of the policies at the end of the year. Ms. Sullivan highlighted the criteria for street closures and reviewed the proposed additional recommendations, incorporated into the record. She also responded to clarifying questions.

(10:26:30) – Discussion ensued regarding special events and street closures. Supervisor White recommended scheduling a meeting 30 days prior to the event to discuss electricity needs. Mayor Bagwell highlighted that events such as the downtown ones, including at McFadden Plaza, should be priced differently than those at City parks. Ms. Sullivan received direction that electricity consultation costs should not incur if they take place during business hours and Supervisor Giomi was amenable to charging a nominal fee for the use of the City's equipment to ensure “it works.” Mayor Bagwell wished to distinguish between local/community events and special events organized by for-profit organizations and Supervisor Giomi suggested having the City co-sponsor the select events which would be exempted from the proposed policy.

(10:44:30) – Parks, Recreation, and Open Space Director Jennifer Budge noted that the City's Parks Fee Policies allowed for City co-sponsorships and recommended extending portions of those forms instead of creating

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duplicate forms. Ms. Sullivan wished to see “that we got it right before we finalize it.” Supervisor Jones recommended receiving input from all the involved City departments. Supervisor Schuette suggested additional descriptions to define “extraordinary or unusual” events. She believed that to prevent additional issues, a low or no-fee policy should be provided for the use of the City’s electrical equipment. Ms. Sullivan recommended having event organizers be responsible for any damage to City property in addition to being responsible for trash collection and restroom facilities. She also believed that “any health permits necessary for the vendors on [the event’s] vendor list need to be submitted at least 48 hours prior to the event,” excluding the vendors who will set up on their private property. Ms. Sullivan also reviewed the Solicitors and Peddlers License requirements obtained from the Carson City Sheriff’s Office (CCSO). Discussion ensued regarding health permits and Mayor Bagwell believed that the Health Department should be responsible for enforcing compliance, especially regarding unpermitted vendors.

(11:01:30) – The Board agreed that bleachers and stages were the responsibility of the event organizer. Ms. Sullivan reviewed the McFadden Plaza checklist, incorporated in item 8 of the proposed policy. Mayor Bagwell recapped the Board’s direction to Staff regarding the proposed policy:

- Nevada state tax: The event organizer shall be responsible for completing and submitting the Nevada Department of Taxation Promoter Application and Exhibitor List to the Department of Taxation and collecting the sales tax from the event vendors.
- Street closures for special events outside the existing list (previously approved) and criteria may only be approved by the Board of Supervisors. Mayor Bagwell recommended that other street closure requests accompany a “permission slip” acknowledging agreement from residents. Supervisor Giomi recommended a one-time closure per residence and any additional closure must be approved by the Board. Public Works Deputy Director Dan Stucky reminded the Board that the Public Works employees would incur overtime costs for street closures, especially last-minute closures. Supervisor Giomi believed that major/arterial streets should not be closed. It was agreed that street closures should be prior approved by the Board in the January/February timeframe for the 2023 calendar year. Ms. Sullivan offered to notify the event organizers of the approved street closures and request information on plans to close other streets.
- Electricity: Discussion ensued regarding item 3, electricity and City equipment usage, and Parks Superintendent Dave Navarro explained that the current fee for the use of “spider boxes” was \$100 per day and for the day of the event. He also clarified that the average number of “spider boxes” for an event like Taste of Downtown would be around 20. Mayor Bagwell requested collecting the electrical box rental data for 2023 and assessing the fees after the end of the test year.
- Property damage: A statement will be included in the application acknowledging that the event organizer is responsible for any damage to City property.
- Trash collection and toilets: Trash collection and toilets are the responsibility of the event organizer. Toilet facilities must comply with Nevada Administrative Code Chapter 444.
- Health permits: Vendors associated with the special event must obtain health permits at least 48 hours prior to the event. Day-of-event permits will not be issued to vendors associated with the special event. Carson City Health and Human Services (CCHS) Director Nicki Aaker clarified that the Health Department Staff will not permit vendors whose food is deemed unsafe. She also explained that mobile food units may only remain in one location for four hours, adding that if a food vendor is not sanctioned by the event organizers, they will follow City laws and may require the assistance of Code Enforcement or CCSO. Ms. Sullivan confirmed that a trespass situation will be handled by CCSO.

CARSON CITY BOARD OF SUPERVISORS

Minutes of the December 15, 2022 Meeting

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- Bleachers/Stages: Except for the stage at McFadden Plaza, the City will not make bleachers or stages available for special events.
- McFadden Plaza: Event organizers utilizing McFadden Plaza will complete a separate reservation request form that will specifically ask if the splash pad should be on or off and if the event will require City electricity. Additionally, the form will advise that the event organizer is responsible for providing and installing any needed stage lighting and sound system. The event organizer must request a meeting with Facilities at least 48 hours prior to the event to receive an orientation on the electrical system. The meeting will occur during regular business hours (the policy on electricity will apply) and any request to use City owned electrical equipment must be made 30 days prior to the event. Electrical equipment is made available on a first-come, first-served basis.

(11:29:42) – Mayor Bagwell entertained public comments; however, none were forthcoming. She also clarified that after the initial “test” in 2023, Ms. Sullivan would return with a report in 2024. Ms. Sullivan indicated that based on the discussion, she had sufficient direction to proceed without a formal motion as no changes to CCMC had been proposed.

20. BOARD OF SUPERVISORS

NON-ACTION ITEMS.

FUTURE AGENDA ITEMS

STATUS REVIEW OF PROJECTS

INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

CORRESPONDENCE TO THE BOARD OF SUPERVISORS

STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD

STAFF COMMENTS AND STATUS REPORT

(11:31:46) – Mayor Bagwell introduced the item. Supervisor Giomi reported that the Culture and Tourism Authority had been working with Open Space Manager Lyndsey Boyer to have Carson City certified as a Dark Sky Community. Mayor Bagwell announced that Carson City had been recognized for its coordinated activities, during the Move with the Mayors call and had reached the “Striving” category. She also announced that the next activity would be pickleball at the Robert "Bob" Crowell Multi-Purpose Athletic Center.

(11:34:19) – Ms. Rowlett stated that she wished to acknowledge the public meetings team who were not included in her earlier presentation (item 19.A).

(11:35:01) – Supervisor Schuette acknowledged the City’s businesses and non-profits who were looking out for people and animals in need and highlighted the efforts of Benson’s Feed for hosting the Pictures with Santa event.

(11:36:24) – Supervisor White announced the Live Action Role Play event on June 9, 10, and 11, 2023 at the Nevada State Prison.

(11:37:20) – Mayor Bagwell thanked Assistant Sheriff Daniel Gonzales and his wife who “have worked tirelessly” over the years to organize Holiday with a Hero in which she had participated and described the joy “to see the faces of the children and everyone coming together.”

CARSON CITY BOARD OF SUPERVISORS
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(11:38:30) – Supervisor Jones announced that the Nevada State Museum had granted the organizers of Mark Twain Days to have a mural painted on the south wall of the museum and that an artist had been selected for the project. He also thanked Cultural Commissioner Karen Abowd for her service as she had not chosen to reapply.

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

This item did not take place.

21. PUBLIC COMMENT

(11:39:10) – Mayor Bagwell entertained final public comments. Mr. French wished to understand how to agendaize an item. He also suggested earmarked road impact fees and evening Board meetings.

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

(11:42:10) – At Mayor Bagwell’s invitation, Supervisor Jones adjourned the Board of Supervisors meeting at 11:42 a.m. Mayor Bagwell announced that the Board of Health meeting will convene in a few minutes.

BOARD OF HEALTH

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

(11:52:34) – Chairperson Lyons called the Board of Health meeting comprising Chairperson Colleen Lyons, Vice Chairperson Stacey Giomi, Member Lori Bagwell, Member Ken Furlong, Member Stan Jones, Member Lisa Schuette, and Member Maurice White to order at 11:52 a.m. Ms. Warren called roll and noted the presence of a quorum.

24. PUBLIC COMMENT

(11:53:07) – Chairperson Lyons entertained public comments. Deni French introduced himself and inquired whether the Health Department had an increase in cold-related incidents, especially in the homeless population. Chairperson Lyons explained that the Nights Off the Streets (NOTS) program had been successful in preventing them.

25. FOR POSSIBLE ACTION: APPROVAL OF MINUTES - AUGUST 18, 2022

(11:54:10) – Chairperson Lyons introduced the item and noted an error in the form of an incomplete sentence, which has since been corrected. She also entertained additional comments and/or a motion.

(11:55:32) – Member Bagwell moved to approve the minutes of the August 18, 2022 Board of Health meeting as amended. The motion was seconded by Member White and carried 7-0-0.

26. HEALTH AND HUMAN SERVICES

CARSON CITY BOARD OF SUPERVISORS

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

(11:55:52) – Chairperson Lyons introduced the item and presented her report, incorporated into the record, as of August 15, 2022, which included the influenza activity for the 2022-2023 season. She also encouraged vaccinations to prevent life-threatening hospitalizations. Additionally, Chairperson Lyons recommended receiving immediate treatment for fevers and cold symptoms to ensure the appropriate mitigation. She highlighted the increase in the poverty rate of adults over the age of 65, noting that 118 additional seniors would suffer from poverty in Carson City. She recommended being cautious, especially regarding children suffering from a respiratory virus for which a vaccine was not available. Chairperson Lyons entertained public comments and when none were forthcoming, a motion.

(12:03:03) – Vice Chair Giomi moved to accept the report as presented. Member Furlong seconded the motion.

RESULT:	APPROVED (7-0-0)
MOVER:	Vice Chair Giomi
SECONDER:	Member Furlong
AYES:	Members Bagwell, Furlong, Jones, Schuette, White, Vice Chair Giomi, and Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

26.B FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE REGIONALIZATION OF PUBLIC HEALTH IN NEVADA.

(12:04:23) – Chairperson Lyons introduced the item. Carson City Health and Human Services Director Nicki Aaker gave background regarding the Central Nevada Health District (CNHD) that had been approved on December 2, 2022 by the Nevada Board of Health to become a Nevada health district.

(12:05:24) – Taylor Allison, Public Health Coordinator, Nevada Association of Counties, reviewed a presentation on public health jurisdictions and services, incorporated into the record, and responded to clarifying questions. Chairperson Lyons explained that due to its fast expansion, Lyon County could be eligible to form its own health district in the future based on anticipated growth. Ms. Allison noted that a report to review the socioeconomic impact would be available in June 2023 and recommended conducting a foundational public health assessment. Chairperson Lyons indicated that the COVID-19 pandemic had exposed many inadequacies, including small and local boards of health. Additionally, she thanked the Board of Supervisors for allowing the expansion of the City’s Epidemiology team that provides assistance to Douglas County “under contract.”

(12:19:25) – Ms. Aaker explained that Carson City is defined as a “health authority” and not a “health district” because “we do not have two public entities,” adding that they work closely with entities that have larger populations. She highlighted an interlocal agreement for environmental health with Douglas County and a grant-

CARSON CITY BOARD OF SUPERVISORS

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funded delegation of authority through the State for disease surveillance. Ms. Aaker noted that the grant-funded tobacco prevention and adolescent health programs were also part of a multi-county collaborative effort, adding that the quad-county COVID response had been robust due to the public health preparedness grant. Chairperson Lyons believed that regionalization helped understand local issues and respond using regional resources. Ms. Aaker also responded to clarifying questions. This item was not agendaized for action.

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

(12:33:53) – Chairperson Lyons introduced the item. Ms. Aaker presented her report, incorporated into the record, and responded to clarifying questions. Discussion ensued regarding the Northern Nevada Behavioral Health Policy Board (AB9) and Chairperson Lyons explained that providing regional oversight would be preferable to State oversight. There were no public comments; therefore, Chairperson Lyons entertained a motion.

(1:09:17) – Member Schuette moved to accept the Director’s report as presented. Member Bagwell seconded the motion.

RESULT:	APPROVED (7-0-0)
MOVER:	Member Schuette
SECONDER:	Member Bagwell
AYES:	Members Bagwell, Furlong, Jones, Schuette, White, Vice Chair Giomi, and Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

26.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE SECOND BIENNIAL 2022 REPORT FROM VITALITY UNLIMITED AS REQUIRED BY CONTRACT #1718-118 BETWEEN CARSON CITY AND VITALITY UNLIMITED, WITH AN EMPHASIS ON CIVIL PROTECTIVE CUSTODY (“CPC”) ADMISSIONS.

(1:09:31) – Chairperson Lyons introduced the item. Vitality Unlimited Clinical Supervisor Elizabeth Hawthorne reviewed the December 1, 2021, to November 30, 2022 Report, incorporated into the record. In response to a question by Chairperson Lyons, Ms. Hawthorne clarified that the higher number of patients in Elko County, reflected in the report, was due to many Carson City residents being treated in Elko because of the availability of beds and their ability to house in-patient adolescents. There were no public comments.

(1:11:42) – Vice Chair Giomi moved to accept the report as presented. Member Bagwell seconded the motion.

RESULT:	APPROVED (7-0-0)
MOVER:	Vice Chair Giomi
SECONDER:	Member Bagwell
AYES:	Members Bagwell, Furlong, Jones, Schuette, White, Vice Chair Giomi, and Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

CARSON CITY BOARD OF SUPERVISORS
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27. PUBLIC COMMENT

(1:11:56) – Chairperson Lyons entertained public comments. Vice Chair Giomi thanked Member Jones “for doing a stellar job of representing not only Ward 3 but the whole community.”

28. FOR POSSIBLE ACTION: TO ADJOURN

(1:12:48) – Chairperson Lyons adjourned the meeting at 1:12 p.m.

The Minutes of the December 15, 2022 Carson City Board of Supervisors meeting are so approved on this 19th day of January, 2023.


LORI BAGWELL, Mayor

ATTEST:


SCOTT HOEN, Clerk-Recorder

LATE MATERIAL

Item #: Public Comment

Meeting Date: 12/15/2022

From: [Noni Hayes](#)
To: [Public Comment](#)
Subject: About 19 A
Date: Wednesday, December 14, 2022 8:03:28 AM

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Until last month, I lived two houses away from The Tap Shack on Rice Street. Crappy loud amplified music was forced on me several times a week. In Las Vegas and Reno — two cities with noise ordinances — that identical music would have exceeded the legal permitted levels in those cities. I measured it.

And after the music stopped and the bar closed, I had to hear the drunks arguing in the street, slamming car doors, revving motorcycles, dumping trash, and carrying the party on and on close to midnight.

Yeah, I know — you believe having the sheriff take care of noise in Carson City is a good solution. It isn't. That's a horrible use of law officers, and what should have been protecting me was good zoning practice. Who permits a loud bar in an area with residences? The houses were there before the bar. I moved there before the outside music crap started. I used to send Mayor Bagwell frequent recordings of the schlock blasting from the bar several times a week. Recorded in my living room with all windows shut.

And the new owners of the bar are excited about having frequent closed street events. Well, of course — let's close the street to the RESIDENTS who LIVE there!! And by the way, don't bother to clean up afterwards — the nice folk on that street will pick up the garbage and broken bottles the patrons left behind.

The mayor tried to get my neighbors to sign a complaint petition. I'm not surprised that she couldn't get it done because everyone wants to be a good neighbor. The residents are good neighbors. The tattoo parlor is a good neighbor. The historical society is a good neighbor.

I'm not telling you this because I want my quiet life back. I have already left. I have judged Carson City to be lacking in creating a livable city for everyone — not just owners of popular bars. I have chosen to go somewhere that doesn't require me to close all my windows and turn up my tv volume to drown out more bad renditions of country's top twenty.

Carson City should have done better.

Noni Hayes

December 15, 2022

Honorable Mayor and Board of Supervisor of Carson City
Carson City, NV.

Re: Five Star (Frontier) Motel Reinstate Business License
1718 N. Carson Street, Carson City, NV.

The Honorable Mayor and Board of Supervisor of Carson City

My Hotel has two buildings, and property is separated by Building #1 and Building #2
Building #1 is on the front and building #2 is south and west side of building one.

- We have finished the parking lot for both buildings.
- Building #1 is fully renovated and we have corrected all the items were identified on April 13, 2021 code violations.
- Building #1 is in full compliance with the Board of Supervisors requirements meeting on May 20, 2021. Building #1 is approved by all agencies (Building, health, fire and Sheriff).

Currently, building #2 work is in progress and we are working hard to finish in a timely manner. This is important because our property can not be profitable until the remaining units are finished. We are committed. Due to uncertainty of weather, shortage of material and labor Building #2 can take an extra few months from our target to complete our renovation.

We are in daily financial hardship due to cost, length of time, COVID, labor and material shortage. We have had no income since April 9, 2021. We are a minority own small business, and we have owned this business since 2009. We have invested over \$700,000 in cash in this renovation process. Our hotel has been part of Carson City over fifty years.

We are therefore asking you Madam Mayor and the Board of Supervisor to provide clearance to obtain a business license for building #1. This allows us to rent 24 rooms to help defray the high expenses of keeping all room heated due to winter weather, also we have on going expenses cable and wireless, security, taxes, loan payments and all utilities. City staff support our request. Additionally, room tax on 24 rooms will be and instant benefit to the city.

We truly need you help and thank you in advance for your consideration.

Sincerely,
Harbans (Harry) Handa
1(916) 719-7367

April 13, 2023

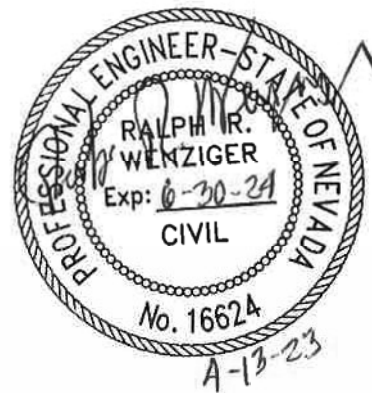
Carson City
Community Development Department
108 E. Proctor Street
Carson City, NV 89701

Airport Tenant Aircraft Hangers - SUP Project Impact Report: WATER

To whom it may concern,

The new airport hangers for Airport Tenant, LLC site is located within the limits of the Carson City water system. The project site is located inside the Carson City airport adjacent to the fueling facility at the northeast corner of Taxiway Bravo and Taxiway Delta. The site includes three parcels and is zoned public regional. There is an existing 8" water line that runs east and west and enters the airport parcels just south of the project at the fueling facility adjacent to Taxiway Delta. Water main extension is proposed for the project with a new 8" water line running along the eastern property boundary from the existing line and will be extend approximately 500' north to the boundary of the third parcel.

The proposed Airport Tenant, LLC site will include three aircraft hangers that will have water service for restroom facilities and service for fire sprinkler protection. A fire hydrant is also proposed at the northwestern corner of the third parcel. Based on the type of building construction and that the building is sprinkled expected fire flow required is 2,000 gpm for a duration of 2 hours. A fire flow testing on the existing waterline will be performed by Carson City and will include information on the existing water lines related to psi and fire flow capacity at 20 psi.





April 13, 2023

Carson City
Community Development Department
108 E. Proctor Street
Carson City, NV 89701

Airport Tenant Aircraft Hangers - SUP Project Impact Report: SEWER

To whom it may concern,

The new Airport Tenant, LLC site is located within the limits of the Carson City sewer system. The project site is located inside the Carson City airport adjacent to the fueling facility at the northeast corner of Taxiway Bravo and Taxiway Delta. The site includes three parcels and is zoned public regional. There is an existing 8" sewer line that runs east and west and enters the airport parcels just south of the project at the fueling facility adjacent to Taxiway Delta. Sewer main extension is proposed for the project with a new 8" sewer line running along the eastern property boundary from the existing line and will be extend approximately 500' north to the boundary of the third parcel.

The future sewer demands consist of a domestic demand from the restroom facility for each hanger. The sewer flows these will generate is unknown but expected to be low. The sewer flows generated by the site will be routed to the existing sewer main by a proposed sewer lateral running north, parallel to the eastern property boundary line.

The proposed Airport Tenant, LLC site will include three aircraft hanger units with restroom facilities. A 4-inch sewer lateral will adequately cover the demand for each the aircraft hangers.



April 13, 2023

Carson City
Community Development Department
108 E. Proctor Street
Carson City, NV 89701

Airport Tenant Aircraft Hangers - SUP Project Impact Report: DRAINAGE

To whom it may concern,

The new Airport Tenant, LLC site is located within the limits of the Carson City storm drain system. The project site is located inside the Carson City airport adjacent to the fueling facility at the northeast corner of Taxiway Bravo and Taxiway Delta. The site includes three parcels and is zoned public regional.

The existing site currently drains to the south-east into an existing drainage ditch that leaves the property. Flows for the three parcels are routed into a detention pond at the southeast corner of the three parcels adjacent to the fueling facility. Flows from the existing northern area are perpetuated through the site and ultimately discharge to the existing drainage channel at the southeast corner of the project site.

The proposed site will include the hangers and paved areas around the buildings but will be mostly impervious surfaces. The storm water runoff from the proposed site will be detained in an on-site detention pond. Flows from the pond will be controlled by an outlet structure and will release storm water flows under the pre-developed flow.



April 13, 2023

Carson City
 Community Development Department
 108 E. Proctor Street
 Carson City, NV 89701

ARROWHEAD TENANT AIRCRAFT HANGARS- PROJECT IMPACT REPORT: TRAFFIC

To Whom it May Concern,

This project will generate minimal traffic associated with the use of an individual aircraft (one per hangar). The table below shows the project trip generation based on trips per aircraft, obtained from the Institute of Transportation Engineers (ITE) Trip Generation Manual (9th Edition, 2012) for Land Use Code 22, General Aviation Airport. Please note that trip generation rates from the ITE Trip Generation Manual (10th Edition, 2017) were also reviewed; however, the 10th Edition Trip Generation Manual only contains trip rates per employee for the general aviation land use and were not used for this analysis since information is not known at this time.

Trip Generation

	Trip Generation Rate	Aircraft	TOTAL ADT
Airport – General Aviation Airport	5 (per aircraft)	3	15





108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180
Hearing Impaired: 711

March 23, 2023

Arrowhead Tenant, LLC
1900 Manzanita Lane
Reno, NV 89509

Via email: ward@chiltoninvestments.com

Major Project Review: MPR-2023-0076

Project Description: Proposed aircraft storage hangars at the Carson City Airport. A lease agreement has been approved. This request consists of three new aircraft hangars each on a separate parcel within a separate building.

Review Date: March 7, 2023

Major Project Review Comments

The following requirements and comments are provided for your use in preparing final plans and submittals for the project. Please be advised that the comments presented in this letter are based on the plans submitted with the Major Project Review application and may not include all the requirements or conditions which may be placed on the project at the time of submittal of planning applications for approval (if applicable) or final plans for building permits. It is hoped, however, that this review will expedite the completion of your project.

Some of the requirements noted below may have already been shown or otherwise indicated in the plans and need only be submitted in the final improvement plan form. Final on- and off-site improvement plans shall be submitted to the Building Division, (108 E. Proctor Street). These plans must contain all appropriate requirements of Development Engineering, Health, Utilities, Fire, and Planning Divisions/Departments.

Planning applications (if applicable), such as Master Plan Amendments, Zoning Changes, Special Use Permits, Variances, Lot Line Adjustments, Parcel Maps, etc. shall be submitted to the Planning Division (108 E. Proctor Street) for review and approval.

SITE INFORMATION:

Address: 2600 College Parkway
APN: 005-021-14 through -16
Parcel Size: +/-1.7 acres
Master Plan Designation: Public / Quasi- Public
Zoning: Public Regional ("PR")

PLANNING DIVISION

Contact Heather Manzo, Associate Planner

1. Carson City Municipal Code (CCMC) 18.04.185– Public Regional

A special use permit is required to establish any use within the PR zoning district. The main purpose of the PR zoning district is to provide for federal, state, and city facilities and uses whose main purpose is to sustain wide regional needs, including but not limited to, airports, heliports, animal shelters, and fuel storage facilities.

Prior to submitting an application for a building permit, you will first need to apply for and obtain a special use permit, which requires approval by the Planning Commission per CCMC 18.02.080.

4. Setbacks - CCMC 18.04.195 (Non-residential)

Building setbacks are determined by the special use permit in the PR zoning district. Please be sure the special use permit application clearly indicates the proposed setbacks from the property lines as well as the roadway.

5. Height - CCMC 18.04.195 (Non-residential)

Building height is determined by the special use permit in the PR zoning district. Please be sure the special use permit application clearly indicates the height of the proposed buildings.

6. Signs - Carson City Development Standards, Division 4

If a sign is proposed, a sign permit will be required prior to the placement or erection of any sign, or to install or alter any electrical wiring or fixture. See the Planning Division for information and standards. A Sign Permit application may be obtained from the Building Division. (Development Standards, Division 4.4.1)

7. Parking and Loading – Carson City Development Standards, Division 2

The number of parking spaces required for various uses is described in the parking section of the CCMC, Division 2.2 of the Carson City Development Standards. The proposed use is for plane hangars within the airport site. The special use permit application should indicate how parking will be provided for the project.

8. Architectural Design - Carson City Development Standards, Division 1

Proposed buildings must comply with the architectural design standards outlined in CCDS 1.1, including variations in building details, colors and materials, and all elevations are required to receive architectural treatment. Large expanses of walls devoid of articulation shall be avoided. The building elevations will be evaluated with the special use permit application.

9. Landscaping- Carson City Development Standards, Division 3

A conceptual landscaping plan should be provided with your special use permit application. You can reference the landscaping requirements in Division 3 of the Carson City Development Standards for guidance. The special use permit application should address how existing and proposed landscape areas have been addressed to meet the code requirements along the public right of way(s) nearest the subject sites. If any screening is proposed or existing that will screen the proposed project from view from the public streets, please include this information with the special use permit application.

10. Lighting - Carson City Development Standards, Division 1

All exterior lighting must be consistent with Division 1.3 of the Carson City Development Standards. If any new outdoor lighting is proposed, lighting details and manufacturer cut sheets will be required to be provided with the building permit submittal.

11. Trash Storage - Carson City Development Standards, Division 1

Trash, refuse, or recycled material storage containers are required within office, commercial, industrial, or multi-family districts (CCMC 18.05.015).

- a. Outdoor areas used for the storage of trash or refuse must be completely enclosed by a solid gate and a six-foot masonry block wall and be designed to integrate with the building and site design, including colors and materials. Enclosures shall be screened with appropriate plant materials wherever possible. Provide trash enclosure construction details with the final building permit plans. (Development Standards, Division 1.2.6)
- b. Trash enclosures shall be designed to meet or exceed minimum size requirements as determined by the sanitation company and shall be located to provide unobstructed access to refuse vehicles. All trash refuse or recycled material shall be stored in containers within its walled enclosure. (Development Standards, Division 1.2.6)

ENGINEERING AND UTILITIES

Contact Chris Gonzales, Development Engineering

Site Constraints:

1. The proposed water and sewer systems will need to be vetted through the NDEP process.
2. Please confirm whether private utility easements are required across Parcel 005-02-113 or any other parcels.

Transportation:

3. A memo signed by a professional engineer must be provided showing that the project will not generate more than 80 peak hour trips and will not generate more than 500 trips per day according to ITE trip generation rates. If either of these limits is expected to be exceeded, a traffic impact study signed by a professional engineer must be

provided, meeting the requirements of CCDS 12.13. Please contact Bryan Byrne for traffic impact study scoping at 775-283-7431.

Water:

4. A water main analysis signed by a professional engineer must be submitted in accordance with CCDS 15.3.1(a) to show that adequate pressure will be delivered to the meter and fire flows meet the minimum requirements of the Carson City Fire Department. Please contact the Michael Friend at (775) 283-7713 or mfriender@carson.org to schedule a fire hydrant flow test.
5. A reduced pressure principle assembly backflow preventer will be required for the domestic water line. The fire line must have a double check valve backflow preventer if it is Class 1-3, or a reduced pressure principle assembly if it is Class 4-6. These backflow preventers must be above ground in a hot box, and must be located as close to the property line as possible. The irrigation service will need a reduced pressure backflow preventer if a vacuum breaker system cannot be designed to operate properly.
6. The proposed lateral coming of the existing main shall be private. A proposed master meter with a backflow device will need to be located as close as possible to the existing 8-inch main and all water infrastructure behind the meter will be considered private.
7. A fire line coming off the existing 8-inch main shall be private. A check valve with a backflow device will need to be located as close as possible to the existing 8-inch main and all fire pipeline behind the check valve will be considered private.
8. Due to minimal water information provided in the MPR application, additional requirements may apply. The project shall comply with all City and State codes and standards.

Sewer:

9. There is an 8 inch PVC sewer main in Lamotte Drive. The capacity is unknown but is estimated to be less than 20% full (d/D). Downstream sewer flows to the Morgan Mill Lift Station which is at capacity. A pro-rata share for improvements to the lift station may be required to accommodate additional volume of flow contributed by this project.
10. A sewer main analysis signed by a professional engineer must be submitted that includes addressing the effect of flows on the existing City system. See section 15.3.2 of CCDS.
11. All proposed sewer infrastructure shall be private.

Storm Drainage and Flooding:

12. Please provide a Technical Drainage Study for this project. Please refer to the Carson City Drainage Manual for requirements. The detention design storm requirements are for a 10-year 24-hour event. The Drainage Manual requires Low Impact Development (LID) to be incorporated into the design. The manual is available here:
<https://www.carson.org/home/showpublisheddocument/76280/637624691903200000>
13. The site is in Unshaded X zone, therefore there are no special flood requirements.
14. The proposed connected stormwater detention basins that are provided at the south and southeast corner of the site currently do not show an outflow to anything. This will need to be addressed on the site improvement plans and the drainage study shall include calculations and sizing for these basins.
15. Refer to the Airport Drainage Master Plan for lease parcel area.

General Comments:

16. Water and sewer connection fees must be paid. If these fees were paid in the past, then the difference between the old and new amounts of water/sewer usages must be paid for. Please see CCMC 12.01.030 for the water connection fee schedule and 12.03.020 for the sewer connection fee schedule.
17. Any engineering work done on this project must be wet stamped and signed by an engineer licensed in Nevada. This will include site, grading, utility and erosion control plans as well as standard details.
18. All construction must be to Carson City Development Standards (CCDS) and meet the requirements of the Carson City Standard Details.
19. Fresh water must be used for dust control. Contact the Water Operations Supervisor Public Works at 283-7382 for more information.
20. An erosion control plan meeting section 13 of CCDS will be required in the plan set.
21. New electrical service must be underground.
22. Please show sufficient utility information to ensure that minimum spacing is met between water meters and dry utilities.
23. If any work is to be performed in the public right of way, a traffic control plan and a timeline type schedule to be submitted before the work can begin. A minimum of one week notice must be given before any work can begin in the street right of way.
24. Please show all easements on the construction drawings.
25. A Construction Stormwater Permit from the Nevada Division of Environmental Protection (NDEP) will be required for the construction of projects 1 acre or greater.

FIRE DEPARTMENT

Contact Mike Wilkinson, Battalion Chief

1. The project shall meet or exceed the 2018 International Fire Code (IFC) and the Carson City amendments.
2. The project shall meet or exceed the 2018 Northern Nevada IFC amendments.
3. Any structure over 5000 square feet shall have an approved automatic fire sprinkler system. The Fire Suppression system shall comply with NFPA 409.
4. All Fire suppression systems shall be monitored.
5. The Aircraft hangars shall meet or exceed the requirements in the 2018 IBC, including section 412, Aircraft related occupancies.
6. The Aircraft hangars shall meet or exceed IFC 914.8.3 through 914.8.3.2.
7. An approved Fire Access Road shall be provided within 150 feet of all portions of the and all portions of the exterior walls of the building.
8. Two approved means of egress shall be provided for each hangar.
9. An approved Fire Alarm shall be provided for each hangar.
10. Portable Fire Extinguishers with a rating of BC shall be provided for fires involving aircraft.
11. Portable fire extinguishers shall be provided in areas where welding, repair or other activities are conducted that meet the NFPA 10 standard.
12. Smoking shall not be allowed in the hangars and posted as such.
13. Fire Department access roads shall be a minimum of 26 feet unobstructed width.
14. All Fire Department Connections (FDC) shall be labeled and meet code requirements for identification and site location.
15. A Fire Hydrant shall be located within 100 feet of all FDC's.

16. All addressing shall be approved by the Fire Department.
17. A key box shall be installed (KNOX) for each hangar.
18. A vegetation plan shall be provided to demonstrate appropriate clearances of vegetation from the hangars and other structures.

BUILDING DIVISION

Thomas Marshall, Building Official

1. Plans must specifically identify each of the respective adopted 2018 Code Series and Northern Nevada Amendments (Building and Fire) that govern the design, construction, and inspection of the proposed development.
2. All plan submittals must comply with The Blue Book, A Reference Guide for the Nevada Design and Construction Industry
3. Apply at Carson City permit center digitally at permitcenter.carson.org
4. Submit the Civil pages with the Architectural and MEPs in a conformed plan set.
5. Unless embedded into the plan set, please provide a separate project manual in .pdf format.

ENVIRONMENTAL CONTROL AUTHORITY

Jen Churchward, Environmental Control Officer

1. At the time of the MPR the final usage of the aircraft hangars had not been determined. If these hangars are to be used for aircraft storage, then ECA has no requirements. If the usage extends to servicing or maintenance of aircraft then there will be additional requirements, including potential sand/oil interceptors, floor drains, and secondary containment.

Conclusion

These comments are based on a very general site plan and do not indicate a complete review. All pertinent requirements of Federal Code, Nevada State Law, Carson City Municipal Code, and Carson City Development Standards will still apply whether mentioned in this letter or not.

Due to changing conditions of business and requirements for zoning, master plan and development codes of Carson City, this MPR information will expire and may need to be updated with a new MPR if the developer has not applied for a special use permit within one year of the date of the MPR meeting. Please provide a copy of this MPR letter with any submittal in relation to the proposed project.

The aforementioned comments are based on the Major Project Review Committee's review. If you have any questions, please feel free to contact the following members of staff, Monday through Friday 8:00 AM to 4:00 PM.

Planning Division –

Heather Manzo, Associate Planner
(775) 283-7075
Email: hmanzo@carson.org

Engineering Division –

Chris Gonzales, Development Engineering
(775) 283-7053
Email: cgonzales@carson.org

Fire Prevention –

Mike Wilkinson, Fire Marshal
(775) 283-7153
Email: mwilkinson@carson.org

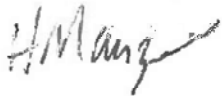
Building Division –

Thomas Mitchell, Building Official
(775) 283-7052
Email: tmitchell@carson.org

Environmental Control Authority

Jen Churchward, Environmental Control Officer
(775) 283-7409
Email: jchurchward@carson.org

Sincerely,
Community Development Department, Planning Division



Heather Manzo
Associate Planner

cc: MPR-2023-0076
Karen Downs, Manhard kdowns@manhard.com
Corey Jenkins, Airport Manager, cjenkins@flycarsoncity.com