

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS
AND LIQUOR AND ENTERTAINMENT BOARD**

Day: Thursday
Date: February 4, 2016
Time: Beginning at 8:30 am
Location: Community Center, Sierra Room
851 East William St
Carson City, Nevada

AGENDA

- 1. Call to Order - Board of Supervisors**
- 2. Roll Call**
- 3. Invocation - Nick Emery, Good Shepherd Wesleyan**
- 4. Pledge of Allegiance**
- 5. Public Comment:****
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
- 6. For Possible Action: Approval of Minutes - December 17, 2015**
- 7. For Possible Action: Adoption of Agenda**
- 8. Recess as the Board of Supervisors**

Liquor and Entertainment Board

- 9. Call to Order & Roll Call - Liquor and Entertainment Board**
- 10. Public Comment:****
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
- 11. Community Development - Business License**

11.A For Possible Action: To approve Paramjeet Dosanjh as the liquor manager for Brand Dosanjh, LLC dba Cowboys Liquor (Liquor License #16-31170) located at 444 E. William Street, Ste 5. (Lena Reseck, lreseck@carson.org)

Staff Summary: All liquor license requests are to be reviewed by the Liquor and Entertainment Board per CCMC 4.13. Brand Dosanjh, LLC dba Cowboys Liquor is applying for a packaged liquor license. Staff is recommending approval.

11.B For Possible Action: To approve Scott Blazek as the liquor manager for Breakthru Beverage Nevada Reno, LLC (Liquor License #16-31210) located at 100 Distribution Dr., Sparks, NV. (Lena Reseck, lreseck@carson.org)

Staff Summary: All liquor license requests are to be reviewed by the Liquor and Entertainment Board per CCMC 4.13. Breakthru Beverage Nevada Reno, LLC is applying for a general wholesale license. Staff is recommending approval.

12. Public Comment:**

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

13. For Possible Action: To Adjourn as the Liquor and Entertainment Board

14. Reconvene as the Board of Supervisors

Ordinances, Resolutions, and Other Items

15. Health and Human Services

15.A For Possible Action: To grant permission for Carson City Health and Human Services to apply for the U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services Center for Medicare & Medicaid Innovation: Accountable Health Communities Grant. (Nicki Aaker, naaker@carson.org)

Staff Summary: The Accountable Health Communities (AHC) Model is a five-year test to learn whether systematically identifying and addressing beneficiaries' health-related social needs through referral and community navigation services can improve care delivery; enhance quality of care; and reduce their total cost of care and inpatient and outpatient health care utilization. The AHC Model aims to identify and address beneficiaries' health-related social needs in the following core areas: housing instability and quality, food insecurity, utility needs, interpersonal violence, and transportation needs beyond medical transportation.

16. Community Development - Building

16.A For Possible Action: To adopt, Bill No. 101, on second reading, an ordinance amending the Carson City Municipal Code Title 15, Buildings and Construction, Chapter 15.05 Building Code, Section 15.05.020, adoption and administration of building codes, by adopting the 2012 International Energy Conservation Code and the 2015 Northern Nevada Energy Code Amendments. (Shawn Keating, skeating@carson.org)

Staff Summary: The proposed language would modify the text of the Carson City Municipal Code by replacing the current Code & Amendments to the current adopted codes with 2012 International Energy Conservation Code and the 2015 Northern Nevada Energy Code Amendments. This will bring Carson City into compliance with Nevada Revised Statutes (NRS) 701.220. These changes will go into effect on July 1, 2016.

16.B For Possible Action: To adopt, Bill No. 102, on second reading, an ordinance amending the Carson City Municipal Code Title 15, Buildings and Construction, Chapter 15.05 Building Code, Section 15.05.020, Sections 101.4, 109.2 and 110.3.1 to correct technical errors in code section references. (Shawn Keating, skeating@carson.org).

Staff Summary: The proposed language would modify text errors in referencing existing sections of the code.

17. Finance

17.A For Possible Action: To accept the report on the condition of each fund in the treasury and the statements of receipts and expenditures through January 22, 2016 per NRS 251.030 and NRS 354.290. (Nancy Paulson, npaulson@carson.org)

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

17.B For Possible Action: To approve the application to remove the uncollectible accounts receivable specified in the application from the records of the Ambulance Fund for a total amount of \$335,765.84 in uncollectible accounts receivable. (Nancy Paulson, npaulson@carson.org)

Staff Summary: NRS 354.256 requires that the Controller apply to the Board for permission to remove uncollectible accounts receivable from the records of the County.

18. Purchasing and Contracts

18.A For Possible Action: To approve Contract No. 1415-145B Downtown Carson Project CMAR Construction Services to Q & D Construction to provide CMAR Construction Services for an amount not to exceed \$8,123,682.85 to be funded from the Infrastructure, Redevelopment Revolving, Water, Sewer, and Stormwater Funds as provided in fiscal years 15/16 and 16/17. (Laura Tadman, ltadman@carson.org and Daniel Rotter, drotter@carson.org).

Staff Summary: This contract is to provide Construction Manager at Risk (CMAR) services for the Downtown Carson Project which includes, but not limited to: Construction and management of the delivery of the project based on a Guaranteed Maximum Price (GMP) contract to include construction, utility coordination, scheduling, procurement, subcontractors/supplier bids and proposal award, management bonds, insurance, contract administration billing/lien releases, prevailing wage reporting/accounting, safety management, quality control and final closeout documents. The firm Q & D Construction was selected via RFP #1415-145 Request for Proposals for Construction Manager at Risk (CMAR).

18.B For Possible Action: To approve Contract No. 1516-098 Downtown Carson Project Construction Assistance Services to Lumos & Associates for an amount not to exceed \$199,055.00, to be funded from the Infrastructure, Redevelopment Revolving, Water, Sewer and Stormwater Funds as provided in fiscal years 15/16 and 16/17. (Laura Tadman, ltadman@carson.org and Daniel Rotter, drotter@carson.org)

Staff Summary: This contract provides for Engineering Services during Construction of the Downtown Streetscape Project in 2016 and includes the following tasks: Construction Assistance which may include technical meetings, change order assistance and other services such as progress coordination meetings, design clarification, requests for information, and the review of shop drawings.

19. Public Works

19.A For Presentation Only: Reclaimed Water Update and Discussion. (David Bruketta, dbruketta@carson.org)

Staff Summary: A presentation from Manhard Consulting and discussion on the reclaimed water storage and utilization considerations.

20. Parks and Recreation

20.A For Possible Action: To accept the Parks and Recreation Commission's 2015 Annual Report. (Vern Krahn, vkrahn@carson.org)

Staff Summary: The Parks and Recreation Commission has indicated to the Parks and Recreation Department staff that they would like to begin giving an annual report to the Board of Supervisors. The Commission's 2015 Annual Report presentation will cover items brought before the Commission during this past calendar year and will address items of concerns for 2016.

20.B For Possible Action: To approve staff's recommendation to allocate \$128,148.00 in Residential Construction Tax funds from FY 2015/16 for improvement projects at Ross Gold Park. (Vern Krahn, vkrahn@carson.org)

Staff Summary: On October 6, 2015 the Parks and Recreation Commission made a recommendation for the allocation of Residential Construction Tax (RCT) funds from FY 2015/16 for improvement projects at Ross Gold Park. Parks and Recreation Department staff is bringing this agenda item forward to the Board of Supervisors to allocate these funds for this purpose. In addition, staff believes to effectively use these funds it is necessary to develop an overall site development plan for the park, prepare preliminary cost estimates, develop a construction phasing plan for four projects and identify applicable grant funding sources, including a grant acquisition strategy to increase the effectiveness of the City's limited financial resources.

20.C For Possible Action: To authorize the Open Space staff to submit a grant application to the Carson Water Subconservancy District for an erosion control and watershed improvement project. The project location is on the southeast side of the Prison Hill Recreation Area along Golden Eagle Lane. (Richard Wilkinson, rwilkinson@carson.org)

Staff Summary: This funding request is for erosion control, water quality and watershed improvement work on the southeast side of Prison Hill Recreation Area, along Golden Eagle Lane. The grant opportunity would give staff the ability to pursue funds needed to address erosion issues occurring on the southeast end of Prison Hill which are impacting Open Space property, the Carson River and safe access for residents on Golden Eagle lane.

20.D For Possible Action: To accept the recommendation of the Open Space Advisory Committee to submit a grant application to the Recreational Trails Program for trail and trailhead improvements at the north end of the Prison Hill Recreation Area. (Richard Wilkinson, rwilkinson@carson.org)

Staff Summary: On November 16, 2015, the Open Space Advisory Committee approved a recommendation to the Board of Supervisors to authorize Staff to submit a grant request to the Nevada Division of State Parks Recreational Trails Program. The grant opportunity gives Staff the ability to pursue funds to install a formal trailhead with amenities. The trailhead would be installed at the corner of 5th street and Carson River Road on the north end of Prison Hill recreation Area.

21. Fire

21.A Grant Application - FEMA, Assistance to Firefighters Grant. (Robert Schreihans, rschreihans@carson.org)

Staff Summary: The Carson City Fire Department has applied for an Assistance to Firefighters Grant in the amount of \$1,085,046, to supply funding to purchase a new ladder truck. The Fire Department has not had this type of apparatus in fleet since 2009.

21.B Grant Application - Community Development Block Grant. (Robert Schreihans, rschreihans@carson.org)

Staff Summary: The Carson City Fire Department has applied for a Community Development Block Grant in the amount of \$205,000, to supply funding to purchase a new ambulance for Station 52. This ambulance would be used in a Community Paramedicine Program.

21.C For Possible Action: To adopt a resolution of the Carson City Board of Supervisors accepting a change in fee schedule for use in billing for Fire Department Services. (Robert Schreihans, rschreihans@carson.org)

Staff Summary: The Fire Department is often called upon to provide emergency response, emergency management and/or educational assistance to citizens or other local governments. In those instances where these services are provided on a fee for service basis, the Department must have a fee schedule in place. This fee schedule is an updated version of the Resolution adopted by the Board in 2015, and will be used to seek reimbursement for services provided under assistance for hire circumstances, for the provision of elective educational programs, or to seek restitution in the case of a conviction in a court of law. This update reflects an increase to offset the labor contract rate increase of 2%.

21.D For Possible Action: To authorize Carson City to submit a grant application in the amount of \$1,102,500 (\$367,500 each year - for three years) to the Social Innovation Fund, Corporation for National and Community Service - Pay for Success Grant. (Robert Schreihans, rschreihans@carson.org)

Staff Summary: This grant request will be used to acquire funding which would implement Carson City's plan for developing a Community Paramedicine (CP) program.

22. District Attorney

22.A For Possible Action: Discussion and possible approval of amendments to Carson City, Nevada, Boards, Committees, and Commissions Policies and Procedures, Approved September 5, 2012. (Jason Woodbury, jwoodbury@carson.org)

Staff Summary: The Board of Supervisors adopted the existing policies and procedures governing its boards, committees, and commissions in September, 2012. Since that time, improvements to the existing policy have been discussed at two meetings, most recently on December 3, 2015. The District Attorney's office has completed the revision to the policies and procedures in accordance with that discussion and the direction of the Board of Supervisors.

23. City Manager

23.A For Possible Action: To appoint a member to the Carson City Audit Committee, for a two year term that expires in December 2017. (Nick Marano, nmarano@carson.org)

Staff Summary: CCMC Chapter 2.14.030 provides for a five (5) member Audit Committee; one (1) member from the Board of Supervisors and four (4) members from the citizen-at-large. There is one vacancy for a citizen-at-large position due to expiration of term. A reappointment request was received from Michael Bertrand. There are no additional applicants.

24. Board of Supervisors

Non-Action Items:

Future agenda items
Status review of projects
Internal communications and administrative matters
Correspondence to the Board of Supervisors
Status reports and comments from the members of the Board
Staff comments and status report

25. Public Comment:

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

26. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. In addition, it is Carson City's aspirational goal to also provide for item-specific public comment as follows: In order for members of the public to participate in the public body's consideration of an agenda item, the public is strongly encouraged to comment on an agenda item when called for by the mayor/chair during the item itself. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Mayor, Mayor Pro-Tem and Chair, also retain discretion to only provide for the Open Meeting Law's minimum public comment and not call for or allow additional individual-item public comment at the time of the body's consideration of the item when: 1) it is deemed necessary by the mayor/chair to the orderly conduct of the meeting; 2) it involves an off-site non- action facility tour agenda item; or 3) it involves any person's or entity's due process appeal or hearing rights provided by statute or the Carson City Municipal Code.

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

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

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

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

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

This notice has been posted at the following locations:
Community Center 851 East William Street
Courthouse 885 East Musser Street
City Hall 201 North Carson Street
Carson City Library 900 North Roop Street
Community Development Permit Center 108 East Proctor Street

Date: January 28, 2016

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CARSON CITY BOARD OF SUPERVISORS

Minutes of the December 17, 2015 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 17, 2015 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Mayor Robert Crowell
Supervisor Karen Abowd
Supervisor Brad Bonkowski
Supervisor Lori Bagwell
Supervisor Jim Shirk

STAFF: Nick Marano, City Manager
Sue Merriwether, Clerk - Recorder
Adriana Fralick, Chief Deputy District Attorney
Kathleen King, Chief 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.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE (8:29:15) - Mayor Crowell called the meeting to order at 8:29 a.m. Ms. Merriwether called the roll; a quorum was present. First United Methodist Church Pastor Dixie Jennings-Teats provided the invocation. At Mayor Crowell's request, Paul McGrath led the pledge of allegiance.

5. PUBLIC COMMENT (8:31:41) - Mayor Crowell introduced this item, and entertained public comment. (8:32:06) In reference to item 11, Rob Joiner expressed support for dedicating the Third Street Plaza to Bob McFadden. (8:34:37) Paul McGrath reviewed written materials relative to road maintenance, and provided copies to the Clerk. He requested Supervisor Shirk to sponsor an item for the next Board of Supervisors meeting. Mayor Crowell entertained additional public comment; however, none was forthcoming.

6. POSSIBLE ACTION ON APPROVAL OF MINUTES - November 19, 2015 (8:39:15) - Mayor Crowell introduced this item, and entertained suggested revisions. When none were forthcoming, he entertained a motion. **Supervisor Shirk moved to approve the minutes, as presented. Supervisor Bagwell seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

7. POSSIBLE ACTION ON ADOPTION OF AGENDA (8:39:43) - Mayor Crowell introduced this item, and advised that item 13(B) would be deferred to a future agenda. Mayor Crowell entertained additional modifications to the agenda; however, none were forthcoming.

8. SPECIAL PRESENTATIONS:

8(A) PRESENTATION OF A PROCLAMATION FOR RENO RODEO FOUNDATION DENIM DRIVE (8:40:18) - At Mayor Crowell's request, the Board members moved to the podium. Mayor Crowell read into the record the language of a Proclamation, copies of which were included in the agenda materials. (8:43:07) Reno Rodeo Foundation Executive Director Clara Andreola introduced Reno Rodeo Foundation Board of Trustees Treasurer Laura Tadman; Reno Rodeo Association Volunteers Rod and

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Sharon Smith; Volunteer Carla Navarro; and Donors Karen and Charlie Abowd. Ms. Andreola announced the Rhythm and Rawhide event, and thanked the Board for the Proclamation.

8(B) PRESENTATION OF LENGTH OF SERVICE CERTIFICATES TO CITY EMPLOYEES (8:47:19) - Mayor Crowell introduced this item, and presented a Certificate of Appreciation for five years' continuous, dedicated service to Electrical Communications Foreman Shawn Wiese. Mayor Crowell presented Certificates of Appreciation for ten years' continuous, dedicated service to Office Manager Nicole Clapham, to HR Generalist Lora Schueller, and to Water Production Operator Jeffrey Voeltz. Mayor Crowell presented a Certificate of Appreciation for fifteen years' continuous, dedicated service to Chief Deputy Assessor Kimberly Adams. Mayor Crowell presented a Certificate of Appreciation to Chief Information Officer Eric Von Schimmelmann for 25 years of continuous, dedicated service. The Board members, City staff, and citizens present applauded.

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

9. CITY MANAGER

9(A) PRESENTATION OF A QUARTERLY REPORT ON THE RETENTION AND EXPANSION ECONOMIC DEVELOPMENT PLAN FOR CARSON CITY BY THE NORTHERN NEVADA DEVELOPMENT AUTHORITY, AS APPROVED ON AUGUST 7, 2014 (8:52:10) - Mayor Crowell introduced this item, and Northern Nevada Development Authority Vice President of Business Development Danny Campos reviewed the agenda materials. Mr. Campos responded to questions of clarification, and discussion ensued. Mayor Crowell entertained public comment and, when none was forthcoming, thanked Mr. Campos.

9(B) POSSIBLE ACTION TO RATIFY THE APPROVAL OF BILLS AND OTHER REQUESTS FOR PAYMENTS BY THE CITY MANAGER FOR THE PERIOD OF NOVEMBER 7, 2015 THROUGH DECEMBER 4, 2015 (9:11:17) - Mayor Crowell introduced this item, and entertained questions or comments. When no questions or comments were forthcoming, he entertained a motion. **Supervisor Bagwell moved to ratify the approval of bills and other requests for payment by the City Manager for the period of November 7, 2015 through December 4, 2015. Supervisor Abowd seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Lori Bagwell
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bagwell, Abowd, Bonkowski, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

10. COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

10(A) POSSIBLE ACTION TO ADOPT BILL NO. 114, ON SECOND READING, AN ORDINANCE TO CHANGE THE ZONING FROM AGRICULTURE TO PUBLIC COMMUNITY, ON PROPERTY LOCATED EAST OF INTERSTATE 580, BETWEEN EAST FIFTH STREET AND NORTH LOMPA LANE, APN 010-041-74, AND TO CHANGE THE ZONING FROM

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SINGLE FAMILY 6,000 AND SINGLE FAMILY TWO ACRE TO PUBLIC COMMUNITY, ON PROPERTY LOCATED AT 501 AND 502 SOUTH ORMSBY BOULEVARD, APNs 003-151-25 AND 009-014-05 (ZMA-15-155) (9:11:49) - Mayor Crowell introduced this item and, in response to a question, Planning Manager Susan Dorr Pansky reviewed a comment relative to a request for an access easement. Mayor Crowell entertained questions or comments of the Board members and, when none were forthcoming, public comment. When no public comment was forthcoming, he entertained a motion. **Supervisor Bonkowski moved to adopt Bill No. 114, on second reading, Ordinance No. 2015-12, an ordinance to change the zoning from Agriculture to Public Community, on property located east of Interstate 580, between East Fifth Street and North Lompa Lane, APN 010-041-74, and to change the zoning from Single-Family 6,000 and Single-Family Two-Acre to Public Community, on property located at 501 and 502 South Ormsby Boulevard, APNs 003-151-215 and 009-014-05, based on the findings contained in the staff report. Supervisor Abowd seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Brad Bonkowski
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bonkowski, Abowd, Bagwell, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

10(B) POSSIBLE ACTION ON A HEARING TO CONSIDER A PETITION FROM DOWNTOWN PROPERTY OWNERS TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT DISTRICT, PURSUANT TO CHAPTER 271 OF THE NEVADA REVISED STATUTES, FOR THE PURPOSE OF PAYING FOR MAINTENANCE OF THE DOWNTOWN STREETScape ENHANCEMENT PROJECT, WHICH INCLUDES IMPROVEMENTS TO CARSON STREET, BETWEEN FIFTH STREET AND WILLIAM STREET; IMPROVEMENTS TO THIRD STREET, BETWEEN CARSON STREET AND CURRY STREET; AND IMPROVEMENTS TO CURRY STREET, BETWEEN MUSSER STREET AND ROBINSON STREET (9:13:44) - Mayor Crowell introduced this item, and opened the public hearing. Mayor Crowell disclosed that he is a shareholder in Crowell Enterprises, listed as an owner of 108 West Telegraph Street. He advised of his intent to participate in discussion and action on this item. Mayor Crowell entertained additional disclosures; however, none were forthcoming.

Community Development Director Lee Plemel provided an overview of the subject and following three items. He reviewed the agenda materials relative to the subject item in conjunction with displayed slides.

Mayor Crowell entertained public comment. (9:25:46) Loreen Hautekeet advised that she and her husband, Michael, have two properties in the proposed NID. She distributed to the Board members and the Clerk copies of plat maps, pointed out her properties, and read into the record a prepared statement. Ms. Hautekeet and Mr. Plemel responded to questions of clarification, and extensive discussion ensued.

Mayor Crowell entertained additional public comment. (10:01:54) George Higgins identified himself for the record as an employee of Cactus Jack's Casino and the property owner of Northern Nevada Comstock Investments. He expressed support for the downtown improvements, and concern over "creating another

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layer of bureaucracy ...” He advised that loan documents from Nevada State Bank prohibit voluntarily joining a NID. He discussed difficulties associated with operating a business in downtown Carson City, and expressed uncertainty that “additional traffic will help.” He reiterated a preference for not having “an additional level of bureaucracy ...”

(10:04:07) Nevada Press Foundation Secretary / Treasurer Barry Smith advised that the Nevada Press Foundation owns the Rinckel Mansion at 102 North Curry Street. He further advised of “similar concerns ...” “We get no improvements there in front of that property and, therefore, no maintenance.” He inquired as to who defines maintenance and how detailed the agreement, between the non-profit corporation and the City, will be. On behalf of the Nevada Press Foundation, he expressed general support for the downtown improvements. He expressed the belief “there needs to be some clarification” as to the origins of the “75 percent participation level figure ...”

(10:07:09) Stan Jones, identified himself as a “tenant of the property at 904 North Curry [Street].” He expressed the opinion that the “map needs to be revisited.” He expressed agreement with Loreen Hautekeet's comments, and a preference for “everything to be made square, eliminate the City offices, and put everybody else in the district.” Mayor Crowell responded to questions regarding snow removal.

(10:09:13) Dana Freund expressed excitement over the downtown improvements, and discussed plans for additional events.

Following discussion, Mayor Crowell entertained additional public comment. (10:13:20) Loreen Hautekeet expressed a willingness to participate in the NID “if you give me the benefit.” She responded to questions of clarification, and discussion ensued.

(10:20:32) Doreen Mack, of Lofty Expressions, introduced herself for the record as the President of the Downtown 20 / 20 Group. She expressed agreement with Ms. Hautekeet's comments that “if they are paying for these costs, they need to be included in the maintenance of these plans.” Ms. Mack discussed the importance of “group participation.”

Mayor Crowell entertained additional public comment and, when none was forthcoming, Board member questions or comments. Extensive discussion ensued and, at Mr. Marano's request, Mayor Crowell recessed the meeting at 10:27 a.m. Mayor Crowell reconvened the meeting at 10:42 a.m.

In response to a question, District Attorney Jason Woodbury explained that the petition “is the legal mechanism that initiated the NID. There's actually two mechanisms that can do that. You can initiate the process on your own or it can be initiated by citizen petition. But it has to be initiated by one of those two ways. So the way before you is the initiation of it today.”

Mr. Plemel reiterated the concern expressed as “the commensurate level of maintenance for those properties that are outside the red area.” He suggested an alternative “to keep the boundaries, keep the percentage of assessment but, if the City would commit to the difference in funding for snow removal and other cleaning on ... Curry Street and in front of the other properties, the details of that would be in the agreement, between the NID and the City, that comes between now and when the assessment starts.” He responded to questions of clarification, and extensive discussion ensued.

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Mayor Crowell entertained additional public comment and, when none was forthcoming, closed the public hearing. Additional discussion took place among the Board members to determine the appropriate action. Mr. Plemel, Mr. Woodbury, and various other staff members responded to questions of clarification throughout the discussion.

Mayor Crowell entertained a motion. **Supervisor Abowd moved to find that the public interest will benefit by the provision of the improvements proposed in the Downtown Streetscape Enhancement Project, and to determine that all conditions precedent to the creation of the proposed Neighborhood Improvement District, required by Chapter 271 of the Nevada Revised Statutes, have been fulfilled. Mayor Crowell seconded the motion,** and entertained discussion. Mr. Woodbury responded to questions of clarification, and discussion ensued. Mayor Crowell called for additional discussion, and when none was forthcoming, a vote on the pending motion.

RESULT:	Approved [4 - 1]
MOVER:	Supervisor Karen Abowd
SECOND:	Mayor Robert Crowell
AYES:	Supervisor Abowd, Mayor Crowell, Supervisors Bonkowski, Bagwell
NAYS:	Supervisor Jim Shirk
ABSENT:	None
ABSTAIN:	None

10(C) POSSIBLE ACTION TO INTRODUCE, ON FIRST READING, AN ORDINANCE CREATING THE DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT, PURSUANT TO CHAPTER 271 OF THE NEVADA REVISED STATUTES, FOR THE PURPOSE OF PAYING FOR MAINTENANCE OF THE DOWNTOWN STREETScape ENHANCEMENT PROJECT, WHICH INCLUDES IMPROVEMENTS TO CARSON STREET, BETWEEN FIFTH STREET AND WILLIAM STREET; IMPROVEMENTS TO THIRD STREET, BETWEEN CARSON STREET AND CURRY STREET; AND IMPROVEMENTS TO CURRY STREET, BETWEEN MUSSER STREET AND ROBINSON STREET (11:34:50) - Mayor Crowell introduced this item, and Community Development Director Lee Plemel reviewed the agenda materials. Supervisor Bagwell proposed a revision to Section V, paragraph 10.

Mayor Crowell entertained public comment. (11:39:25) Loreen Hautekeet proposed additional revisions to the language of the ordinance. Mr. Woodbury and Mayor Crowell responded to questions of clarification, and discussion ensued.

(11:48:00) Assessor Dave Dawley commended Mr. Plemel on working with the Assessor's and Treasurer's offices to develop the proposed ordinance.

Mayor Crowell entertained additional public comment and, when none was forthcoming, Board member questions or comments. Following discussion, Mayor Crowell entertained a motion. **Supervisor Bagwell moved to introduce, on first reading, Bill No. 115, an ordinance creating the Downtown Neighborhood Improvement District, pursuant to Chapter 271 of the Nevada Revised Statutes, for the purpose of paying for maintenance of the Downtown Streetscape Enhancement Project, with an amendment to Section V, paragraph 10, "to add language they can request for increased maintenance or changes in the percentages, as permitted by law, and change the 75 percent to two-**

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thirds.” Supervisor Bonkowski seconded the motion. In response to a comment, Supervisor Bagwell amended her motion “to do the procedural requirements with the Assessor and the Treasurer to properly collect the assessments.” Supervisor Bonkowski continued his second. Mayor Crowell entertained discussion on the motion. Supervisor Shirk explained his vote against the motion. Mayor Crowell called for a vote on the pending motion.

RESULT:	Approved [4 - 1]
MOVER:	Supervisor Lori Bagwell
SECOND:	Supervisor Brad Bonkowski
AYES:	Supervisors Bagwell, Bonkowski, Abowd, and Mayor Crowell
NAYS:	Supervisor Jim Shirk
ABSENT:	None
ABSTAIN:	None

11. PUBLIC WORKS DEPARTMENT

11(A) POSSIBLE ACTION TO ADOPT A RESOLUTION DETERMINING THAT THE NEW THIRD STREET PLAZA BE NAMED AFTER BOB McFADDEN (11:55:59) - Mayor Crowell introduced this item, and Engineering Manager Danny Rotter provided an overview of the agenda materials. (11:56:41) Lisa McFadden introduced herself, Rob McFadden, and Carson McFadden. She acknowledged the donations of Kurt McFadden, Julie Weston McFadden, and Shawnie McFadden. Ms. McFadden read into the record the Staff Summary portion of the staff report.

Mayor Crowell entertained public comment and, when none was forthcoming, a motion. **Mayor Crowell moved to adopt Resolution No. 2015-R-39, determining that the Third Street Plaza be named the Bob McFadden Plaza in perpetuity. The motion was seconded and carried unanimously.**

RESULT:	Approved [5 - 0]
MOVER:	Mayor Robert Crowell
SECOND:	The motion was unanimously seconded.
AYES:	Mayor Crowell, Supervisors Abowd, Bonkowski, Bagwell, Shirk
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Mayor Crowell recessed the meeting at 12:01 p.m., and reconvened at 12:10 p.m.

11(B) POSSIBLE ACTION TO APPROVE THE 90 PERCENT DESIGN OF THE DOWNTOWN STREETScape PROJECT AND TO DIRECT STAFF TO COMPLETE THE DESIGN (12:11:00) - Mayor Crowell introduced this item, and entertained disclosures. Supervisor Abowd read into the record a disclosure statement, and advised that she would participate in discussion and action on this item. Mayor Crowell entertained additional disclosures; however, none were forthcoming.

Engineering Manager Danny Rotter introduced Mike Bennett, of Lumos & Associates; Jeff Bean, of Q&D Construction; and Public Works Department Director Darren Schulz. Mr. Rotter thanked various community organizations / representatives, as well as the City's Wastewater crews. He reviewed the agenda

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materials in conjunction with displayed slides. Mr. Rotter, Mr. Bennett, and Mr. Schulz responded to questions of clarification throughout the presentation.

Mayor Crowell entertained public comment and, when none was forthcoming, a motion. **Supervisor Bonkowski moved to accept the recommendations of the Regional Transportation Commission and the Redevelopment Authority Citizens Committee for the 90 percent design of the Downtown Streetscape Project, and to direct staff to complete the design with additional alternative bids, as discussed at this meeting. Supervisor Abowd seconded the motion.** Mayor Crowell entertained discussion on the motion. Supervisor Shirk read a prepared statement into the record. Supervisor Bagwell explained her vote against the motion, and thanked the staff and consultants for their hard work. She commended the increasing improvements to the project. Mayor Crowell discussed the importance of “pull[ing] together as a community” to make the downtown project work. Supervisor Abowd thanked staff and the consultants for all their hard work. She expressed the belief that the downtown project has changed the redevelopment vision. Mayor Crowell called for a vote on the pending motion.

RESULT:	Approved [4 - 1]
MOVER:	Supervisor Brad Bonkowski
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bonkowski, Abowd, Shirk, and Mayor Crowell
NAYS:	Supervisor Lori Bagwell
ABSENT:	None
ABSTAIN:	None

12. BOARD OF SUPERVISORS NON-ACTION ITEMS:

FUTURE AGENDA ITEMS (1:04:12) - Supervisor Bagwell requested to create a policy on “naming rights.” (1:05:21) She requested to begin working on “setting up our special events policies.” (1:07:41) Supervisor Shirk requested an agenda item “that would deal with redevelopment funding that currently reimburses car dealerships.” (1:09:07) Supervisor Abowd requested to agendize discussion items regarding high speed internet from Airport Road out to Deer Run Road, as well as the condition of the roads that are off of Arrowhead.

STATUS REVIEW OF PROJECTS

INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

CORRESPONDENCE TO THE BOARD OF SUPERVISORS

STATUS REPORTS AND COMMENTS FROM BOARD MEMBERS (1:04:36) - Supervisor Bagwell advised of having worked with the local Ford dealership on a fleet designation, which was recently conferred. She reported on a recently-attended NACo training session. (1:06:10) Supervisor Shirk expressed the opinion that signage should designate the Bob McFadden Plaza. He requested the Information Technology Department to make the “Contact Us” portion of the City's website available to the public. He reminded everyone of the MAC ribbon cutting ceremony scheduled for December 30th at 2:00 p.m. (1:08:15) Supervisor Shirk advised of having talked with Information Technology Department staff about #Carson Proud, and expressed satisfaction with CIO Eric Von Schimmelmann's proposed solutions. Supervisor Shirk wished everyone Merry Christmas.

STAFF COMMENTS AND STATUS REPORTS FROM STAFF

RECESS AND RECONVENE BOARD OF SUPERVISORS (1:10:05) - Mayor Crowell suggested deferring the time to reconvene. He recessed the meeting at 1:10 p.m., and reconvened at 1:50 p.m.

13. PARKS AND RECREATION DEPARTMENT

13(A) POSSIBLE ACTION TO PROVIDE THE CULTURAL COMMISSION AND CITY STAFF COMMENTS ON THE DRAFT CARSON CITY ART AND CULTURE MASTER PLAN (1:51:12) - Mayor Crowell introduced this item, and Senior Park Planner Vern Krahn provided an overview. (1:52:31) Cultural Commission Chairperson Elinor Bugli provided background information and reviewed the staff report. (1:56:18) Idea Factory Circuit Rider Consultant Kendall Hardin reviewed the draft master plan, copies of which were included in the agenda materials.

Mayor Crowell entertained public comment. (2:10:39) Carson-Tahoe Health Foundation Director of Development Kitty McKay read into the record a prepared statement highlighting the health and wellness benefits of arts. She expressed support for the master plan.

(2:14:28) Pets of the Homeless President Genevieve Frederick advised of having reviewed the master plan, and requested the Board's support.

(2:15:08) State of Nevada Indian Commission Program Officer Chris Gibbons read into the record a letter of support from Executive Director Sherry Rupert. Ms. Gibbons provided a copy of the letter to the Clerk for inclusion in the record.

(2:17:33) The Change Companies Founder and CEO Don Kuhl discussed the benefits of investing in art, both privately and corporately. He expressed the opinion that private corporations "when asked, would have a great deal to invest in this."

(2:21:08) Gloria Dyla discussed the benefits of art in education.

(2:22:11) Carson City School District Superintendent Richard Stokes expressed support for music and art in the community, and support for the master plan.

(2:23:27) Brewery Arts Center Board Member Jean Barra commended the vision outlined in the master plan, and expressed agreement with previous comments. She noted the importance of art helping to build community.

(2:24:25) Mayor Crowell commended Stephanie Arrigotti on her leadership of the Western Nevada Musical Theater Company. Ann Hanson expressed support for the master plan. Ms. Arrigotti expressed support for the arts, and discussed the importance of improved visibility for art events. She expressed further support for the master plan.

(2:30:21) St. Peter's Episcopal Church Father Jeff Paul expressed his support as well as the support of St. Teresa's Roman Catholic Community Father Chuck Durante.

(2:32:06) Amy Clemens expressed support for the master plan.

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(2:33:42) Nevada Day Marketing Director Dana Freund commended the master plan, and expressed her support.

(2:39:48) Nevada Day Executive Director Ken Hamilton expressed support for the master plan.

(2:41:23) Cultural Commission Member Barbara D'Anneo advised of having been asked to contact business leaders to receive feedback. She reviewed the list of businesses which representatives had expressed support for the master plan.

(2:42:36) Gina Hill, representing the Brewery Arts Center, commended the master plan's "alignment of all the communities."

Mayor Crowell entertained additional public comment and, when none was forthcoming, a motion. **Supervisor Abowd moved to provide the Cultural Commission and City staff comments on the draft Carson City Art and Culture Master Plan, including the comments submitted as late material. Supervisor Bonkowski seconded the motion.** Mayor Crowell entertained discussion on the motion. Supervisor Bonkowski commended everyone involved in the master planning process. Supervisor Abowd also commended everyone in consideration of the six-month time frame allowed for the process. Supervisor Bagwell reviewed comments she had submitted as part of the late material. Mayor Crowell called for a vote on the pending motion.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Karen Abowd
SECOND:	Supervisor Brad Bonkowski
AYES:	Supervisors Abowd, Bonkowski, Bagwell, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Mayor Crowell thanked everyone for their attendance and participation, and recessed the meeting at 2:47 p.m. Mayor Crowell reconvened the meeting at 2:59 p.m.

13(B) POSSIBLE ACTION TO APPROVE A LEASE AGREEMENT, BETWEEN THE CITY AND THE FOUNDATION FOR CARSON CITY PARKS AND RECREATION, INC., FOR THE USE OF THE WUNGNEMA HOUSE (2:59:15) - Mayor Crowell reminded everyone that this item had been deferred to a future meeting.

13(C) POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 113, AN ORDINANCE AMENDING CARSON CITY MUNICIPAL CODE, CHAPTER 2.16, PARKS AND RECREATION COMMISSION; SECTION 2.16.010, ORGANIZATION; SECTION 2.16.030, TERM OF OFFICE; SECTION 2.16.040, MEETINGS AND OFFICERS, LEGISLATIVE PROCEDURE, REMOVAL OF COMMISSIONERS, NO COMPENSATION; AND SECTION 2.16.050, DUTIES AND RESPONSIBILITIES (2:59:24) - Mayor Crowell introduced this item, and inquired as to revisions since introduction, on first reading. Parks and Recreation Department Director Roger Moellendorf advised of no requests for revision. Mayor Crowell entertained public comment and, when none was forthcoming, a motion. **Supervisor Bagwell moved to adopt, on second reading, Bill**

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No. 113, Ordinance No. 2015-13, amending the Carson City Municipal Code, Chapter 2.16, Parks and Recreation Commission, Section 2.16.010, Organization; Section 2.16.030, Term of Office; Section 2.16.040, Meetings and Officers, Legislative Procedure, Removal of Commissioners, No Compensation; Section 2.16.045(2) and (3), Non-substantive changes to language for grammatical consistency; and Section 2.16.050, Duties and Responsibilities. Supervisor Abowd seconded the motion. Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Lori Bagwell
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bagwell, Abowd, Bonkowski, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

14. FINANCE DEPARTMENT

14(A) POSSIBLE ACTION TO ACCEPT THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES, THROUGH DECEMBER 3, 2015, PURSUANT TO NRS 251.030 AND NRS 354.290 (3:00:48) - Mayor Crowell introduced this item, and entertained questions or comments. When no questions or comments were forthcoming, he entertained a motion. **Supervisor Bagwell moved to accept the report on the condition of each fund in the treasury, and the statements of receipts and expenditures, through December 3, 2015, pursuant to NRS 251.030 and NRS 354.290. Supervisor Bonkowski seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Lori Bagwell
SECOND:	Supervisor Brad Bonkowski
AYES:	Supervisors Bagwell, Bonkowski, Abowd, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

14(B) POSSIBLE ACTION TO ACCEPT THE CARSON CITY COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2015 (3:01:19) - Mayor Crowell introduced this item. Chief Financial Officer Nancy Paulson reviewed the staff report, and introduced Eide Bailly, LLP Partner Dan Carter. Mayor Crowell reviewed the late material which was distributed prior to the start of the meeting. Mr. Carter reviewed the Comprehensive Annual Financial Report (“CAFR”), which was included in the agenda materials, in conjunction with displayed slides. Mr. Carter and Ms. Paulson responded to questions of clarification, and discussion took place throughout the presentation.

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Mayor Crowell entertained public and Board member comments; however, none were forthcoming. Mr. Carter acknowledged satisfaction with City management's response to reported deficiencies. He reviewed a Government Accounting Standards Board directive to be implemented in 2016.

Following a brief discussion, Mayor Crowell entertained a motion. **Supervisor Bagwell moved to accept the Carson City Comprehensive Annual Financial Report for the fiscal year ended June 30, 2015. Supervisor Abowd seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Lori Bagwell
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bagwell, Abowd, Bonkowski, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

14(C) POSSIBLE ACTION TO ADOPT THE CARSON CITY PLAN OF CORRECTIVE ACTION FOR THE FY 2014 - 15 STATUTORY VIOLATIONS INCLUDED IN THE ANNUAL AUDIT (3:27:31) - Chief Financial Officer Nancy Paulson introduced this item, reviewed the agenda materials in conjunction with displayed slides, and responded to questions of clarification. Mayor Crowell entertained public comment and, when none was forthcoming, a motion. **Supervisor Bonkowski moved to adopt the Carson City Plan of Corrective Action for the FY2014 - 15 statutory violations, included in the annual audit. Supervisor Abowd seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Brad Bonkowski
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bonkowski, Abowd, Bagwell, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

15. CITY MANAGER - POSSIBLE ACTION TO APPOINT FOUR MEMBERS TO THE 9-1-1 SURCHARGE ADVISORY COMMITTEE; ONE POSITION TO FILL AN UNEXPIRED TERM ENDING ON DECEMBER 31, 2016; AND THREE POSITIONS, EACH FOR TERMS EXPIRING ON DECEMBER 31, 2017 (3:32:20) - Mayor Crowell introduced this item, and Mr. Marano reviewed the agenda materials. (3:33:18) Robert Stanford introduced himself for the record and, at Mayor Crowell's request, discussed his interest in serving. (3:35:22) Denise Bauer and Anne Keast introduced themselves for the record, and acknowledged their interest in reappointment.

Mayor Crowell entertained Board member questions or comments and, when none were forthcoming, a motion. **Supervisor Bonkowski moved to appoint Robert Stanford to the 9-1-1 Surcharge Advisory Committee to fill an unexpired term, ending on December 31, 2016; and to reappoint Anne Keast and Denise Bauer to the 9-1-1 Surcharge Advisory Committee, each for terms that will expire on**

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December 31, 2017. Supervisor Abowd seconded the motion. Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Brad Bonkowski
SECOND:	Supervisor Karen Abowd
AYES:	Supervisors Bonkowski, Abowd, Bagwell, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

RECESS AND RECONVENE BOARD OF SUPERVISORS (3:39:12) - Mayor Crowell recessed the meeting at 3:39 p.m., and reconvened at 5:28 p.m.

16. COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION - POSSIBLE ACTION ON A HEARING TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF A REQUEST FROM JEFF FRAME (PROPERTY OWNERS: MARK TURNER AND SEAN RICHARDS) FOR A SPECIAL USE PERMIT TO ALLOW MULTI-FAMILY APARTMENTS IN A RETAIL COMMERCIAL ZONING DISTRICT, ON PROPERTY ZONED RETAIL COMMERCIAL - PLANNED UNIT DEVELOPMENT, LOCATED ON GS RICHARDS BOULEVARD AND COUNTRY CLUB DRIVE, APNs 007-461-22 AND 007-461-23 (SUP-15-077) (5:28:25) - Mayor Crowell introduced this item, and explained the quasi-judicial nature of the hearing. He read into the record CCMC 18.02.060(2) and 18.02.060(4)(b), and provided direction with regard to the format for the hearing. He read into the record possible considerations for the appellants and the respondents in each of their presentations.

Planning Manager Susan Dorr Pansky reviewed the agenda materials in conjunction with displayed slides, and responded to questions of clarification. Mayor Crowell entertained additional Board member questions or comments and, when none were forthcoming, called for the appellants' representatives.

(5:40:10) Brenda Wipfli read into the record a prepared statement, a copy of which she provided to the Clerk for inclusion in the record.

(5:52:09) Judy Shallenberger distributed documentation to the Board members and to the Clerk. She and Mrs. Wipfli responded to questions of clarification regarding whether Dr. and Mrs. Shallenberger were included in the appeal. Mayor Crowell reiterated the quasi-judicial nature of the hearing, and advised that Mrs. Shallenberger's testimony would not be allowed. Mrs. Shallenberger expressed the opinion that "it wasn't appropriate and it was in violation of regulation that, as property owners and members of the Silver Oak Commercial Association, we were not informed by the Planning Department. They have an obligation to do that. I was not informed by the applicant ... of a special use meeting ...; that they were going to put a 90-unit building right across the street from us." In response to a question, Mayor Crowell advised that Mrs. Shallenberger's documentation could not be accepted as part of the appeal process. At Mrs. Wipfli's request, Mayor Crowell recessed the meeting at 5:59 p.m. Mayor Crowell reconvened the meeting at 6:05 p.m.

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(6:05:40) Attorney Steve Hartman provided historic information on the development of the Silver Oak Planned Unit Development. He advised “there was never, ever, ever a discussion of apartments. Not once. And the reason behind that was that the project that was attempted to be developed on the Hartoonian [property], before we became involved with it, was a large apartment complex that was essentially where Sierra Place would be today. It was generally in that area, in terms of the project layout, and that room that's to the east here was full of people and they weren't happy. And that project died. So, the representation that was made to the Planning Commission that this was considered at the beginning; that's not true.” In response to a comment, Mr. Hartman stated, “... the PUD is driven by the documents that create it. It's driven by the application. It's driven by the CC&Rs. It's driven by that approval. There is not anything that was ever mentioned in that approval process that dealt with multi-family units.” In response to a question, Mr. Hartman stated that there “doesn't have to be” a prohibition against multi-family units. “When you make a representation, as this project did to the community, that this was going to be the product. ... that representation was it was going to be that way and it was going to be built this way and it would have this look.

“If you'll remember, this community had just gone through a visioning study and we spent a lot of time in this community going through that visioning study. And it was well received by the community. ... It's always been hard, in the planning world, to write something down and say, 'Well, do you think this will look good?' Because people can't visualize it. So ... I think we got a really good representation of what folks wanted their community to look like. Our design guidelines were driven by that study. That was a big piece of why we did what we did. And ... the density issue was driven because we wanted to keep the higher intensity uses surrounded by golf course. That's why they are where they are. If you take a look at the matrix and the pieces of it, it never talks about apartments. It never talks about multi-family. It talks about cluster homes, zero lot line homes, common wall homes, townhomes. But it never talks about multi-family in the sense that you've got a rental apartment. Nowhere. It's not in here. Nowhere to be found in any of the documents that created the Silver Oak community.”

In response to a question, Mr. Hartman advised that the language used was “accessory and compatible thereto. And, when I think back to some of the ones that we did, we had a special use permit for the temporary clubhouse because it was accessory. We didn't want to build it. It was inappropriate, at that time, to spend that kind of money at that location so we asked for that and we were able to bring a mobile in ... it was like a construction trailer. But we went through the process. ... we came through the process. And whenever there was a major, like the addition of those additional units in '95 or whatever it was, we also made changes in the variances. We had been a little too tough on ourselves in terms of what we thought we could get in terms of the geometry and so we didn't do that. It wasn't working. We came back. We went through an amendment ... of the Development Agreement and the PUD to change that.”

Mayor Crowell read into the record Article 1.1, Permitted Land Uses, of the CC&Rs, and suggested that the area is designed to not preclude any use that's otherwise permitted under Carson City ordinance. Mr. Hartman advised of having conversed, with former Open Space Administrator Juan Guzman and former Planning Department Director Walter Sullivan, “relative to the planning piece of this.” With regard to mixed-use zoning, Mr. Hartman advised that the “mixed use zone ... was the new traditional thing we were looking for in the commercial area. And it didn't exist. We didn't have it. So we were stuck with these traditional zone districts but they were always with a PUD.” Mr. Hartman expressed the view, “You can't take a conditional use out of the pot pourri that's there and essentially rezone that retail commercial PUD to a zone that was never discussed, a zone that was never dealt with in its entirety because it amounts to

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a spot zoning. You've essentially, basically just gone against everything you did in the PUD which was try and have a cohesive, compatible design in your project.” He expressed the opinion, “there's a way to do this project and do it right, but it can't be the only use there. ... You're going to violate the entirety of the concept of the planned unit development. And the flip side of it is, you've got to deal with the density issue. That density issue is very specific. ... there was a time when we were trying to figure out a way, because of the geometry of fitting units in these cluster areas, of how can you move those densities between cluster areas, but it was never beyond cluster areas. It was always within cluster areas. That ... went to the Planning staff, somewhere along the way, and they said, 'No, that's your number.’” Mr. Hartman cited NRS 278A as the “governing statute; it's not 278. You've got to deal with what is a little more amorphous kind of document. ... to the degree you start tying it down to very specific things, you might as well have a subdivision.”

Supervisor Bonkowski suggested that the mixed uses are allowed within the commercial village, “and you could have a single use on a parcel but the overall village is designed to have multiple uses within the village.” He requested Mr. Hartman to explain “why that would not be accurate.” Mr. Hartman explained, “... if you do that, you're violating the zone. ... you have to have a retail piece and you have to have a commercial piece and you can have something else that's conditional, but you have to have those two pieces in the mix. It has to be mixed-use. ... What you're trying to do is create that within that property so they all have that characteristic. And ... it goes back to the neotraditional stuff. When planning began in New England, ... it was always typically around the town square. And around the town square, you had the restaurant and the shoe shop and all that, and above that, somebody lived. Or there was an office and above that, they lived. Those were the old, traditional design standards around ... the commercial village. ... That's what we were trying to do in that.” In response to a comment, Mr. Hartman advised that “the master plan at Silver Oak is the PUD. It's a carve-out. It says, 'We're going to govern here.’”

Supervisor Bagwell referenced “exceptions that you put in as variances to the Carson City Municipal Code. They're very specific in here.” She inquired as to “where the PUD excluded that use that was allowable by the Code at the time that you did this ...” Mr. Hartman explained that “all of those variances ... that we subsequently came in and modified ... in '95, we were fortunate enough to have a land planner who was also an architect, who was also a landscape architect that gave us a lot of guidance. What we were trying to do was deal with a lot of the variances in the practical construction site, building setbacks to back lots, front, depth of driveway, sidewalk on one side, not on the other, widened sidewalk throughout the community as a way to access open areas. ... our focus was really on the nuts and bolts of that. We really believed that when you looked at the design guidelines and when you looked at the CC&Rs, that was the vision of the PUD and it's all there. The Mayor asked, 'Is that an appropriate place to go?' I don't think so.” Mr. Hartman advised that, at the time, the District Attorney's Office approved the CC&Rs. “But that's not normal.” Mr. Hartman expressed the opinion that enforcement of the CC&Rs should not be the City's responsibility. He expressed the opinion, “it's appropriate to deal with the architectural review committee. There was a provision that we made in the documents that said, because we didn't want the Planning ... Department to be stuck ... So that they only had to look at the prima facie. Here's the stamp. If it's got a stamp on it, it's been approved by the architectural review committee for Silver Oak. And that provision was placed in that document.”

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Mr. Hartman referred to the issues raised by the members about notification. "There's very specific provisions in the CC&Rs ... This isn't a private little club that you get to run. You have all the owners and they've all invested a lot of money in that. ... that's not an issue for you, in my opinion, but ... it's an issue for somebody and they probably have a black dress."

Supervisor Abowd read into the record a portion of the first page of the original application, and requested Mr. Hartman's explanation of the "thought process behind this." She further inquired as to who makes up the architectural review committee and whether everyone in the village went through that process. Mr. Hartman was uncertain as to who makes up the architectural review committee. He expressed the understanding "that it's Mark [Turner] and Sean [Richards] ... One needs to exist because there's been a lot of stuff built." Mr. Hartman assumed "somebody's been stamping stuff for Planning Department purposes." He expressed doubt that "all uses are allowed. ... You wouldn't have a mobile home park in that project." He expressed the opinion that the bigger question ... at the core is, could you take a conditional use and make it the use? ... that's the antithesis of what was done in the layout. All you have to do is look at it and then look through this document. You won't see any mention ever of multi-family. That doesn't mean that you couldn't have some condo or townhome worked in with it. ... that, functionally, is where you want to go in the commercial village. ... you need that synergism of full-time living ... We were way out in front and ran into a big recession. But ... the plan was viable. ... it's still viable." Mr. Hartman expressed no opposition to "what the guys are trying to do in terms of having multi-family." He expressed a preference for condos, and the belief "that product is in demand." He expressed the further belief "that demand is moving like a freight train through here right now because of all the activity that's around us. ... and so, at the end of the day, you want the project to survive and be viable for the future. That's kind of what you try to do with PUDs. You want to look at the bigger sense of things."

Mr. Hartman acknowledged that a hotel-casino complex was permitted in the PUD. In response to a question, he advised that the location was at the corner of Eagle Valley Road and Highway 395. "There was a change made in that zone to accommodate ... some of the thoughts that the folks that owned that had in terms of how they might want to do that development." Mr. Hartman recalled "at the clubhouse, there was always envisioned to be a small, limited license kind of concept at the clubhouse and ... that had a TC [tourist commercial] zone. The property that's the subject of this was envisioned, at that time, to be ... a boutique, little transient occupancy hotel, an inn ... which is probably a use that's needed in the community still today." In reference to Mrs. Wipfli's concerns expressed over increased traffic in the round-about, Mayor Crowell inquired as to how a hotel-casino complex would affect traffic. Mr. Hartman pointed out the proposed location for the hotel-casino complex and advised "that traffic would not come in this location ... It has the ability to access onto ... Medical Parkway." A brief discussion followed.

With regard to the density allocation, Mr. Hartman advised "it's replete in multiple places that we went through and we listed it and we were very specific about those numbers." He expressed the opinion "that's pretty clear ..." He was uncertain as to "how you can have any property completely consumed by a conditional use and that not amount to a spot zoning." In response to a question, he expressed the opinion that multi-family "as a conditional use in a zone, is allowable as long as it isn't the only use in that zone. You can't use it to rezone because you defeat the whole purpose of having a PUD. You could have it as a part of the project. Absolutely. I've never argued that. That's where we were headed. You want those compatible kinds of uses. There's nothing wrong with that. But you can't have it be the only use." Mr. Hartman acknowledged that an apartment complex should have built into it a commercial or an office. He reiterated "it's doable." In response to a series of questions, he stated, "It's making it compatible with the

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overall PUD. I don't know what that number is. Ultimately, that's a function of an architectural review committee in that community that's dealing with that that says, 'You know, that's a good use; that's a good mixed-use. We like that. We like the way it looks.' That's what it's for. That's what the associations do. They should have done that long before they came to you because that's how you do it to avoid this.”

In response to question, Mr. Hartman referred back to the special use permit. “When you take a look at your special use permit requirements for conditional uses, the one that struck me ... is the first one. 'How will the proposed development further and be in keeping with, and not contrary to the goals, of the master plan?' Except it's not the master plan. It's the PUD because that is the master plan. That's how you deal with that issue. Is it complimentary to, is it contrary to those goals? And they're there. You just gotta sit down and read them. They're there and that's why you have a valid, viable architectural review committee. You don't just ... close the sale, got your deed ... You can't do that. You just can't. You get yourself crossways with lots of things.”

In response to a question, Ms. Dorr Pansky was uncertain as to whether other commercial plans had stamps or not. She expressed the understanding that “the commercial buildings before were not required to go through an architectural review committee because one didn't exist for that area until the last couple years when they created an association to take care of the improvements of the Ivy Baldwin Circle. As it relates to the requirement of the architectural review committee stamp for City approval, per the Second Addendum to the Development Agreement, we have a provision that requires us to ask for the architectural review stamp in the areas where the variances were granted specific to that Development Agreement only. We don't look at the architectural review stamp for any area that doesn't have a variance. We don't look for it for specific design guidelines because we don't have the authority to do that under the mechanisms that have been approved to date.” Mr. Hartman stated, “That would be why you typically would have a ... viable association with the ownership involved so that you don't run afoul of those design guidelines.”

With regard to the density allocation, Mr. Hartman expressed the opinion “it's very clear that there's 1,181 units. There are places where they're called lots and then there's places where they're called sites. But, at the end of the day, when you look at the analysis that was done and that's in and part of the application, it's very specific in the analysis portion.” Mr. Hartman acknowledged having read staff's analysis on density, and advised of his disagreement. “I just don't see that you can do that. ... I don't think you can put the 160 acres of mixed-use over anything to do with Silver Oak ... unless you amend the PUD. You don't get to just pick and choose from the bucket. That's not allowable. This is a PUD that's on this property and you've got to stay within the general bounds of it. Now, it's not meant to be a straight jacket, but it's got concepts and theories and a theme ... It's all there. It's all in the application.” In response to a question, Mr. Hartman advised that the applicants were not in the meetings that he was in. “And these are the documents that came as a result of those meetings. And these are the documents that came as a result of those approvals. And my answer to that question is, I agree you can have multi-family. It just can't be the only use because it defeats the purpose of the PUD designation that goes after whatever zoning designation you want.”

(6:48:02) Mayor Crowell recognized Richard Wipfli, who provided background information on the architectural review committee. “... when the commercial area was established, my understanding was, after 40 percent of the lots were sold, that there would be an architect committee to handle this situation so it wouldn't be a problem. And, when we built our building, we did go to Garth [Richards] and we did go to Mark Turner and we sat over there. I can't remember if he signed it. I can't remember if he stamped

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it, but I went over there to show him the project, get it approved before I brought it to the City. I don't know exactly what they did. ... and this gets to a bigger point and this is a point that I think Judy Shallenberger was trying to make and this is a point that was addressed slightly at the Planning Commission. ... we've really been excluded from this.”

In response to a request for clarification, Mr. Wipfli explained, “... most of all of the property owners in that commercial subdivision. We have not received ... notification. Only thing we get, so I know they know my address, is every quarter I get a bill to pay for the water, pay for the maintenance for the (inaudible). So, I know they know how to get hold of me and, in ten years, not invited ... nothing.” Mr. Wipfli advised of having been part of a number of homeowners associations and “in quite a few meetings. This is not right. ... then you get to the special use permit. That irritates me more because you say special and you have the discretion to say what is special. Is it special that the building doesn't look anything like what the owners of the property that sold it put in the guidelines for us? ... it doesn't look like the design lines they requested. Is it special that none of the property owners have been informed, or ... most of them? ... at least enough to where there's a pattern. Is that special? ... if you look at the design, the color, do you believe that is compatible? ... special use. I remember sitting on that Planning Commission a dozen times and somebody came to special. If I've got something special, I'm going to go to my neighbors and say, 'This is special.' I'm not going to ignore them. I'm not going to just all of a sudden show up at the Planning Commission and some of us are out of town, some of us are some other place. I mean, is that special? Is that what your town wants? I've ... been here for 40 years and volunteered for everything. I don't think this is what we need. These are my friends. I've worked with Sean and I've worked with Mark and, because of this confrontation with the Planning Commission or whatever's happening with the Planning Department or the City not ironing this out before here, I'm stuck in this situation. To be honest with you, I don't really want to be here and the only reason I even appealed it was because I thought it stunk. It stunk. You're going to simply say, 'Sure, let's just do it.' Does that mean that down the road, let's just say the 14th fairway becomes open game too for apartments. I mean, at what point does a PUD just get thrown out the door? And when we first went to the Planning Commission, we were really told, we can't find the PUD. ... and I spent hours and other people spent hours reconstructing or finding it, trying to get it printed, find out where it is. That's not right. ... if this is something you think is special, if you can look at that picture and say, 'That is special and that is compatible,' then we have an honest difference of opinion.”

In response to a question, Mr. Wipfli expressed the opinion that “at least it should be thrown back and say, 'We need to look at this more serious.' If an architectural review committee was there, this would have been cleaned up and the neighbors could have said, 'Can you make it look French? Can you make it blend into the buildings that are next to it?' But I don't want to insult the structure. You either know what you see or you don't know. But that isn't compatible. ... We're all for having neighbors. We're all for you ... building apartment units ... but do it right. ... It scares me to just throw the PUD out and simply say, 'That's it.’” Mr. Wipfli encouraged the Board to do what is right.

Ms. Dorr Pansky responded to questions of clarification regarding density and noticing requirements. (6:59:21) In response to a further question, Brenda Wipfli stated, “We are supposed to have a property owners association.” Mrs. Wipfli advised that Mrs. Shallenberger had attempted to distribute the “minutes from these meetings which are very sketchy. They ... are supposed to be held yearly. We're supposed to be notified. In ten years, I've never received any type of notification. I think the law says I don't just have to be notified, they have to actually contact me and let me know. If you ... read those minutes, you will see that at almost every property owners association meeting, there were three people present. They were the

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Board of Directors. I believe you can see who the three people are and no one else was ever included.” Mrs. Wipfli advised that she receives a bill every quarter which she pays “and so they know my address, but I’ve never received any kind of notification on this project or anything else. So, no notification. ... I’ve never been to a meeting. I’ve never been asked to come to a meeting and, to be honest ..., I would go to those meetings and I would participate in those meetings and I would think that we would have an architectural review committee and a lot of these problems, possibly, would have been dealt with at that level. So, no notification. The problem that I had is I contacted most of the property owners in our association ... and a lot of them are medical doctors and the mail comes to their professional office and they are not the ones that open the mail. They have told me that they do not believe they’ve ever been notified ... but they can’t swear on a Bible because they don’t open their own mail. And if you look at those minutes, you’ll see that some of those meetings are held, I just noticed one was held at 3:00 in the afternoon. We’re a group of professional offices. Most of those doctors work from 8:00 in the morning ’til 5:00. It doesn’t seem logical to hold a meeting at 3:00 ..., but we have never been notified, ever.”

(7:01:35) In response to an earlier question, Mr. Hartman advised “there are two sets of CC&Rs.” Mr. Hartman referred to a citation read into the record earlier in the meeting from the commercial CC&Rs. “... in there at [Section] 1.3 is a whole litany of things; the project design theme discourages the use of Spanish, Mediterranean, Southwestern. Mass and scale are important considerations in larger structural projects. And the project preference is to emphasize classical French country, craftsman English country, and similar design themes. That is throughout. The building design and construction shall be architecturally harmonious and compatible with the other buildings and improvements, from time to time, located in the Silver Oak Commercial Area.” Mr. Hartman was not familiar with the architectural review committee. He expressed the belief “it was always envisioned that there would be one. ... There should be two sets of associations with meetings. ... that’s the normal thing and, particularly, in the sense of a common interest ownership committee in communities which we passed that law ... many years ago was prior to this ...” In response to a question, Mr. Hartman advised that it’s up to the owners to determine whether they want an architectural review committee. In response to a further question, Mr. Hartman reiterated the belief that the Board has no purview over architectural issues. He expressed the opinion that the Planning Department “can be notified of those issues if they’re in violation of the CC&Rs ... but, at the end of the day, that is a matter for the associations; whether it’s the one dealing with the residential or the one in commercial.” Supervisor Bonkowski emphasized that Section 1.3 uses the word “discourages.” Mr. Hartman acknowledged the accuracy of the statement. He stated, “Again, you don’t usually prohibit things unless they’re really draconian. It’s just not the nature of a PUD.”

Mayor Crowell recessed the meeting at 7:04 p.m., and reconvened at 7:13 p.m. He called for the applicant.

(7:14:12) In reference to the previous testimony, Mark Turner expressed the opinion that “what’s down in writing is what ... really should carry this hearing ...” He advised that Mr. Hartman was involved in drafting the PUD document nearly 25 years ago. “Things are significantly different. ... when we contemplated this project in the beginning, we saw a need for a product that’s not present in Carson City in adequate amounts right now. And we began the process the way you should begin the process which is to consult with the Planning Department to ask the questions, to be given the guidance, and proceed along the path. That’s why we have a Planning Department. They do a good job of advising people on how to carry out development plans here in Carson City. We did, we feel, dot our i’s, cross our t’s, look at what was in writing and follow what was in writing. We began the process and notifications were sent out and people responded. People showed up at the meeting. We had a meeting, we had a hearing, the SUP was granted. And then it was appealed.” In reference to Mr. Wipfli’s comments, he advised of having worked with the Wipflis in the past

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and that “unfortunately, we do have a difference of opinion on this matter here. But, we harbor no hostility. It's a business matter the way we look at it and we want to keep it focused on facts. As far as the due diligence that was done, through the process of considering this development, we did commission traffic reports. They were completed. They were submitted. They were analyzed. It was determined that the information that was contained in those draft reports was sufficient that we could move forward. ... We fulfilled the requirements for analyzing the traffic and ... the report was reviewed and we moved forward from there.

“As far as the architectural review committee question is concerned, ... [Mr. Hartman] left Silver Oak prior to 2000. It's been a long time. Early in the days of Silver Oak, [Mr. Hartman] played an integral part in architectural review. As [Mr. Hartman] left and things changed and the economy slowed down, some of those responsibilities fell into my lap, and I don't believe that we've ever had an architectural review committee for the commercial buildings that exist in the commercial village. The actual association, the commercial association, which ... it's important to draw a very clear distinction between association guidance and rules that fall under Chapter 116 and a commercial association. It is not a residential association in the commercial village. It is a commercial association. The commercial association was put together and we began charging dues in 2008. Prior to 2008, the declarant, us, Silver Oak, we foot the bill for all of the costs associated with the commercial area. We paid for the maintenance of the landscaping that you see in Ivy Baldwin Circle ... and in 2008, we formed the association primarily for the purpose of helping to fund the care and upkeep of ... that property down there that benefits the commercial property owners. ... as far as an architectural review committee is concerned, as far as my knowledge, no commercial structures have been built since we actually formed and began operating the commercial association in 2008. So, prior to that, there really wasn't an association to convene. There wasn't an architectural review committee to convene and debate a particular project before it was sent off to a plan checker or whatever the next step was at the time.

“Going back to our working with the Planning Department on this project, we followed their guidance. The guidance that we got from the Planning Department was to utilize the special use permit process so that's what we did. And that's where we are here today. Other projects in Silver Oak have been approved through a special use permit. Mr. Wipfli's building is a nice building ... was approved through a special use permit. Sierra Place, the retirement facility, was approved through a special use permit. The Super Kmart was approved through a special use permit. Three very different uses. Sierra Place has 63 apartment units in it on two acres and they were not required to bring any density in when they were approved. Mr. Wipfli's building has two residential units. He was not required to bring any density in when he was approved. So, it is our opinion, ... that there is no requirement for us to bring density for this proposed multi-family complex.

“In regard to the PUD document, we've heard discussion about whether multi-family was allowed or whether it's not allowed or whether it should be combined with some other use. There was a lot of time and effort put into the PUD document when it was drafted, as Mr. Hartman has ... chronicled for us tonight. And if it was intended for multi-family to be excluded as a use, there was ample opportunity and it should have been excluded in writing. It was not and that's one of the reasons why we're here tonight. And we feel that the document needs to stand on its own. You read the language, see what's in it, see what's permitted, you see what's not. Multi-family, as we know, is not a permitted use in a tourist commercial zone but we're not in a tourist commercial zone.”

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Mr. Turner advised of having read the reports provided by staff, and of the applicants' concurrence. He introduced Architect Jeff Frame, and advised that he has designed other structures in the Silver Oak area, in the medical complex area. He advised of having selected Mr. Frame "based on his expertise and the type of work that he does. We went to the trouble to hire a professional architect who has a good reputation and has done good work, not only in the Reno area but also in our own community of Carson City." Mr. Turner also introduced Attorney Kristen Martini.

(7:23:00) In reference to the public notification issue, Mr. Frame stated, "Normally, historically, public notification on a special use permit, zone change, land use, whatever it is, that is done by ... the local Planning Department. You don't have the applicant do that and the reason you don't is because you want to make sure all the surrounding property owners, within a certain distance, in this case ... 1,150 feet, get notified. 1,125 or 1,150 feet ... is a wide range. Usually ... in other cities, it's like 600 feet. So here we are twice the distance here." Supervisor Abowd expressed the opinion that the confusion lies in the fact that "PUD follows everything in this designation. So, do the rules change? Does it have to go under a different scrutiny? And ... that's what it comes down to ..."

Mr. Frame acknowledged that these are "higher end apartments." In response to a further question, Mr. Frame expressed the opinion that "what constitutes a higher end apartment is there's style in there, of course. There's amenities, some of the amenities on the inside that the client has wanted to add in there. We don't put them in our ... production apartments ... or student apartments. ... the one-bedroom units are about 800 square feet ... and are going to rent for about \$1,100 a month. It's over and above normally what you'd see for an 800 square foot apartment. There's usually more amenities in the complex as a whole, usually more green space that you have and that's what we tried to accomplish here." In response to a question regarding the architectural design, Mr. Frame acknowledged "it doesn't look like anything that's there. And, to be as tactful as possible, that was our goal. ... We don't really design buildings to blend in. We design our buildings to get noticed. ... Our goal was to design a project where we invite younger, this millennial-type generation who doesn't want to own a house. You've got a bunch of medical professionals just up the street who are not permanent in nature in that they're going to rent an apartment for one, two, maybe three, four years ... and then they're going to move on. And that's what this project is for."

Mr. Turner acknowledged there is no architectural review committee for the commercial area. "There have been no commercial buildings built in the area since the formation of the association in 2008. And, if you look at the governing documents which we reviewed earlier in the week, the association is on a percentage basis. ... in looking at the document, once ... in excess of 75 percent of the land has been transferred from the declarant to others, then there's a shift in the control from the declarant to a body that would be formed of the property owners. Well, we're not at the 75 percent threshold yet. We're very close, but we still retain that threshold and, in doing the math, we are not over the threshold."

(7:27:56) Ms. Martini commended Mr. Turner's articulation of the applicant's points. She reaffirmed agreement with the staff report, the District Attorney's memorandum, and the memorandum from Ms. Dorr Pansky, dated December 7, 2015. Ms. Martini expressed the opinion that the Planning Commission's decision should be affirmed. In reference to Mr. Hartman's statements "about what was envisioned, what the drafters and the parties thought something should look like or should be excluded, that isn't really a proper consideration here because this is a legal document. It's a written instrument. It's not ambiguous.

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... So, it needs to be construed according to the four corners of the document and, because it doesn't expressly exclude it, as articulated in [Mr. Woodbury's] memorandum, then we should follow the four corners of the document and that permits the special use permit in this case."

Ms. Dorr Pansky responded to questions of clarification regarding the provisions of the Carson City Municipal Code relative to special use permits and building requirements. Mr. Turner responded to questions of clarification regarding density and architectural style. In response to a further question, Ms. Dorr Pansky advised that a special use permit was required for Sierra Place, and that a density transfer did not occur. Community Development Director Lee Plemel provided additional clarification. "The special use permit was for a congregate care facility. That's terminology in the zoning where there's common eating facilities. But they are, in fact, individual living units within that facility." In response to a question, he advised there is nothing in the documentation to indicate that residential units were removed elsewhere in Silver Oak as a result of the Sierra Place special use permit approval. In response to a question, Ms. Dorr Pansky advised that the Sierra Place parcel has a neighborhood business zoning designation. Congregate care is a conditional use in the neighborhood business zoning district.

In response to a question, Mr. Frame expressed the opinion that the architectural design of the proposed project "meets the condition [that] it is not Spanish, Mediterranean or French country, which the PUD discourages. ... in that regard, yes, I think it does meet the conditions of the PUD." Mr. Frame acknowledged that an alternate color scheme was prepared for the client. In response to a question, Mr. Woodbury expressed concurrence with Ms. Dorr Pansky's analysis that no density transfer is required.

Mayor Crowell offered the appellants the opportunity for rebuttal. (7:38:56) In response to a question, Mr. Hartman recalled having met with the people who purchased the Sierra Place property. "They liked the fact that it was on the main drag and it was close to Kmart and what was going to be a grocery store. ... In those days, they were more ambulatory than perhaps what that facility has ended up being." In response to a question, he advised that there was no density transfer associated with the development of Sierra Place. He expressed the opinion that congregate care doesn't impose "the same kinds of burdens on the community that you do in multi-family ..." He noted that the Fire Department "shows up there quite a bit." He expressed the opinion that "when you deal with a residential use, that's a unit. ... By virtue of some documents, I can create deeded interest in that. I'm not buying into that argument. I think that, clearly, it's a residential use. That's what we capped that number, whatever that number is today ..."

In response to a comment, Mr. Hartman stated, "In a planning context, particularly in the last 40 to 50 years, the fact remains that good plans are still good plans." He expressed the opinion that "Silver Oak is still a good plan. ... this doesn't help in that categorization. ... We have a very advancing planning situation and it's the ebb and flow." Mayor Crowell read into the record a premise of contract law, "When you construe a document, a thing omitted from enumeration must be held to have been omitted intentionally." Mr. Hartman agreed with the statement "in the context of contract law." He disagreed with the statement "in the context of planning, in the PUD sense, because you're trying to build in flexibility. ... We, at one time proposed, that the density that wasn't used, ... that density didn't go away; that it could be moved as long as it only went to clusters because we were trying to buffer that more intense use. And that was always the thought; that was never going to go away. Those units were not going to go away because the project was planned for 1,181 or whatever that number was. And, as long as you kept them buffered, it was okay. And then they told me, 'Well, no, we're not going to do that.' I think that's wrong. I think the project was a plan for 1,181. I don't know how many of those units weren't used."

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In response to a question, Mr. Hartman expressed the opinion that the project should be remanded back to the Planning Commission “so that it doesn't amount to a spot zoning. ... Conceptually, I don't have a problem with having multiple family use in the context of a commercial use and a retail use. I just think when you supplant a conditional use and wipe out the retail commercial PUD designation, I just think that's wrong.” In response to a question, Mr. Hartman expressed the opinion that the association becomes important relative to the specificity of the PUD documents. He reiterated that the matter should be remanded to the Planning Commission, as outlined in his letter, “there was not an adequate addressing of the four things that you need to look at: how the proposal will impact the immediate vicinity. There's significant impacts to the immediate vicinity just by nature of narrow streets. ... it may fit a traffic engineer's calculation of a service level C or D ..., but that doesn't mean it doesn't impact the immediate vicinity. How does the proposal support the goals, objectives, recommendations of the master plan concerning land uses and related policies for the neighborhood where the subject property is situated? Well, that brings in the PUD in my opinion. And, again, I don't think that was done. I don't think that was shown down below. I understand that the market's changed ... I've lived in the same house since 1979. But, the fact of the matter is that didn't get addressed ... to a satisfactory level. Will it impact properties within that use district? Absolutely it does. I don't think that was addressed either. It was just, 'Well, it's just one of the uses and so ... that's the way it goes. We're going to make the whole thing that.' And I think that's where the violation of the PUD comes. And are there impacts on public services and facilities? You can argue that all day long. I mean, yeah, there's probably enough sewer capacity, and you crank up the pressure on the water and you can get enough water there, but I think it's going to impact public services and facilities in that area. Just my opinion. I don't think that was handled down below. I do believe there's a way to make that project work. But it can't be the only zone because you just throw the PUD out the window. ... I can still read the CC&Rs for the area in question, for this commercial village, and it ties it back to compliance with the master drainage plan, the architectural design and landscaping plan, approvals by Silver Oak. It goes through the reciprocal easements and, subsequent to these being done, you had another master drainage amendment that went on the property. ... But you go back to the issues of ... eye of the beholder. And I get that. ... It's not my idea of what I believe is appropriate in the capital city that's been here for well over 100 years, but I understand beauty is in the eye of the beholder. But, in this case, we are very specific in the CC&Rs and, again, I understand that's not your bailiwick. Mass and scale are important. The preferences to emphasize, it doesn't say 'mandate,' it says 'emphasize' classical French country craftsman, English country, and similar design themes. Now, most of the people that have bought and put a lot of money, there's millions of dollars invested in that area, ... there are some of them who don't want to have “pop.” We want it to be quality and nice and not be Vegas where you tear it down every 20 years and go put something else up. That's not been Carson City's model. And, again, I go back to the visioning study which is all part of this.

“So, when you look at what is in the CC&Rs, the impact to this site; when you look at what was supposed to be done to deal with a special use condition, I don't think they made it. And the other thing is, I don't think that you can grant a singular use that's a conditional use without that being a spot zoning. That's my opinion.”

(7:51:40) Mr. Wipfli clarified earlier comments regarding opinions over the aesthetics of the proposed design. “As far as the architect review committee, Mark Turner implied or said, they're just about at that 75 percent that would constitute that we would need an architect review committee or they should do that. My understanding is the CCMC 17.09.110 says 40 percent ... constitutes that there will be moving to a community architect review ... It's shifted at that percentage.” Mr. Hartman reiterated the suggestion to

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remand the matter to the Planning Commission. With regard to density, Mr. Wipfli advised that “right now, the density is so tight that ... there's no accommodation for snow removal other than dumping it in to the golf course. Now, is that compatible? I don't find that compatibility that you made it so dense that you don't even have a place. Everybody in this town that has commercial property has a place to put their snow. I'm not getting away without drainage and snow but theirs ... it seems like they kind of pushed the density about as hard as you can get.” Mr. Hartman expressed the belief that the PUD and the application are very specific, and that “they're entitled to whatever units they didn't use in the clusters. I don't know how many of those units there are, but that was part of the overall package. ... Should it be here? I'm not real keen on that because we tried to keep it internalized in the clusters.”

In response to a question, Mr. Hartman expressed the opinion “it's the magnitude of the change. If you put ten or fifteen units in this or five units or something that's not the dominate use, ... but to be the only use. I think you've got to find the units someplace. Either get them from ... what stuff already got thrown away when the projects weren't dense enough to use up all the clustered densities that were assigned. And it's all there. It's all in the PUD. All of those densities were assigned to those clustered areas and they got dropped off because they just couldn't make the geometry work to make it happen. ... they're entitled to that density, whatever that density is.”

Mayor Crowell entertained additional comments from the appellant and the applicant and, when none were forthcoming, entertained comments from the Board members. Supervisor Bonkowski advised of having taken “pages of notes,” but that he kept coming back to “there have been precedents set, and I don't know how we can just pick and choose. ... The fact is that we have two properties that have been developed through a special use permit that have residential use that were not required to bring density.” He expressed the personal preference to see the density transferred, but was uncertain as to how to make that decision “when we've already allowed two other properties to be developed that have residential and didn't have to bring density to the table.” He expressed the opinion that he has to “stick with the overall facts that are in writing here and not with intent. And the fact is that multi-family was not prohibited. In fact, it says just the opposite. 'The allowable land uses for the property shall be as set forth in the Carson City Municipal Code, as modified by the Silver Oak Development Agreement. While subsequent deed restrictions may exclude certain uses otherwise available by law, it is not the intent of this declaration to exclude any uses allowable pursuant to the current Carson City ordinance.' What that says ... is there were ample opportunities to restrict multi-family and it wasn't done. ... I just don't see anything in here that prohibits the project.” He expressed dislike over the proposed design, but acknowledged this is not within the Board's purview. “That goes to the architectural review committee. Whether it exists or doesn't exist is an issue for the property owners to deal with.” He reiterated the position to “go with what is in writing.”

Supervisor Shirk complimented both sides on their compelling arguments. He expressed the opinion that the Planning Commission followed the letter of the law “and if we weren't, I believe the DA would say something that this isn't per the legal ramifications that we could protect the interest of the community.”

Supervisor Abowd advised of having spoken to many people “on both sides of this issue. The DA and Planning Department have been an invaluable resource for us in providing clear direction. We've met with them extensively on this issue. Precedent has dictated this special use permit process so I don't know how ... we pick and choose ... And, in order to uphold the appeal, we have to circumvent the direction of our DA and our Planning Department. That troubles me because they have looked into this extensively and reviewed it completely and we have quizzed them at length on every single aspect of this. With regard to

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the project itself, the original documentation states the guidelines cannot be all encompassing and are meant to encourage rather than restrict creativity. And I see the project as that. There are other buildings within that development that reflect a similar architecture. ... But, I do think that it can be compatible, something that needs to be worked out within Silver Oak itself. And, lastly, the original application ... speaks to flexibility. The original PUD was done 21 years ago. Every decision we've made here today has been about future, things that have changed, things that have moved on. I think this is something that, what is being proposed, reflects the flexibility that needs to happen here now. We are in a different time when a different sort of living situation is needed. So, in that respect, ... I have to deny the appeal.”

Supervisor Bagwell advised that one of her “original questions was about the fact that you did, in your application, put the variances to the Carson City Municipal Code. You were specific to talk about setbacks and I agree that they were mechanics, but that also leads me to believe that you were reviewing the Code to determine what you did not want or wanted to do differently in your PUD. And, at the time of the PUD, it did allow, in RC, by a special use permit, the opportunity to put a multi-family. So the absence of you not taking it out of the PUD, I can only read what is here and, because you went to all the trouble to list every other variance to Code, and it may be that you actually drew the intent yourself with the PUD, but it's not evident in the document to me. And Brad's comment was specific in here also that said you were not limiting the use, pursuant to the Code. Don't like the architecture.”

Mayor Crowell expressed agreement that the architectural design “is in the eye of the beholder. It's not precluded. And, frankly, ... when I first heard of this project, I would have fallen right down Steve Hartman's analysis. But, when I start looking at the documents and looking at what's going on, to do anything other than uphold the Planning Commission is to deny a land owner the right that they have under the Development Agreement, under the documents for this planned unit development. ... We've had this before, talking about developments in the historic district. There comes a time when ... as much as you may or I may want to say, 'Hey, I don't think it fits,' not my call because I'm not the land owner. So I don't see this as being precluded as a special use under the documents that we've been provided. ... I've tried every which way I can to get to there but I can't.”

Mayor Crowell clarified that, although Mrs. Shallenberger's documentation could not be included in the appeal, they should be included in the record. He entertained a motion. **Supervisor Abowd moved to deny the appeal and uphold the Planning Commission's approval of the special use permit, SUP-15-077, to allow multi-family apartments in a retail commercial zoning district, on property zoned retail commercial / planned unit development, located at G.S. Richards Boulevard and Country Club Drive, APNs 007-461-22 and 007-461-23, based on the findings and subject to the conditions of approval outlined in the staff report. Supervisor Bonkowski seconded the motion.** Mayor Crowell entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Supervisor Karen Abowd
SECOND:	Supervisor Brad Bonkowski
AYES:	Supervisors Abowd, Bonkowski, Bagwell, Shirk, and Mayor Crowell
NAYS:	None
ABSENT:	None
ABSTAIN:	None

CARSON CITY BOARD OF SUPERVISORS
Minutes of the December 17, 2015 Meeting
Page 25

DRAFT

17. PUBLIC COMMENT (8:10:15) - Mayor Crowell entertained public comment; however, none was forthcoming.

18. ACTION TO ADJOURN (8:10:36) - Mayor Crowell adjourned the meeting at 8:10 p.m.

The Minutes of the December 17, 2015 Carson City Board of Supervisors meeting are so approved this _____ day of February, 2016.

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk - Recorder



STAFF REPORT

Report To: Liquor and Entertainment Board

Meeting Date: February 4, 2016

Staff Contact: Lena Reseck, lreseck@carson.org

Agenda Title: For Possible Action: To approve Paramjeet Dosanjh as the liquor manager for Brand Dosanjh, LLC dba Cowboys Liquor (Liquor License #16-31170) located at 444 E. William Street, Ste 5.

Staff Summary: All liquor license requests are to be reviewed by the Liquor and Entertainment Board per CCMC 4.13. Brand Dosanjh, LLC dba Cowboys Liquor is applying for a packaged liquor license. Staff is recommending approval.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve Paramjeet Dosanjh as the liquor manager for Brand Dosanjh, LLC dba Cowboys Liquor (Liquor License #16-31170) located at 444 E. William Street, Ste 5.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 4.13

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Refer back to the Business License Division or Deny

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



CARSON CITY LICENSE APPLICATION

Please type or print in black ink; Incomplete or illegible applications will not be accepted. Applications must bear an original signature

Business License #: **4#16-31170**

BL# 16-31460

Submittal Date: **12/21/2015**

1	<input checked="" type="checkbox"/> New Business	<input type="checkbox"/> Change of Location/Mailing	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Change of Corporate Officer	<input type="checkbox"/> Other
2	Type of License(s)	<input checked="" type="checkbox"/> Business	<input type="checkbox"/> Short-Term	<input type="checkbox"/> Gaming	<input checked="" type="checkbox"/> Liquor
3	Type of Entity	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non-Profit
4	Entity Name Brand Dosanjh LLC			Business Opening Date February 1, 2016	
5	Business Name (DBA) Cowboys Liquor			EIN #	
6	Business Address 444 East William Street Unit 5		City Carson City	State Nevada	Zip Code 89701
8	Mailing Address Same as the above		City	State	Zip Code
9	Corporate Phone 530-300-2927	Business Phone 530-300-2927	Cellular Phone 530-300-2927	Business Fax 310-388-0561	
10	E-mail Address cowboysliquorcompany@yahoo.com		Business Website		
11	Owner(s), Manager(s), or other Principal(s) attach additional pages if required				

Last, First, MI DOSANJH, PARAMJEET KAUR	Percent Owned 100	Title owner	Date of Birth 4-28-75	
Residence Address (Street) 834 Karnail Ct		City, State, Zip YUBA CITY, CA 95993		Residence Telephone 530-300-2927
Last, First, MI	Percent Owned	Title	Date of Birth	SSN
Residence Address (Street)		City, State, Zip		Residence Telephone
Last, First, MI	Percent Owned	Title	Date of Birth	SSN
Residence Address (Street)		City, State, Zip		Residence Telephone
Manager/Liquor Manager		<input checked="" type="checkbox"/> On-Site <input type="checkbox"/> Off-Site	Contact Phone Number 530-300-2927	
Residence Address (Street) 834 KARNAIL CT		City, State, Zip YUBA CITY, CA 95993		

Pursuant to NRS 244.33507 and 42 U.S.C. Sec. 666, you are required to provide your social security number on the application for a license, permit, or certificate for the purpose of determining whether or not you have failed to comply with a subpoena or warrant relating to a proceeding to determine the paternity of a child or to establish or enforce an obligation for the support of a child or you are in arrears in the payment for the support of one or more children

13 Describe in detail the activity of your business
LIQUOR STORE (BEER/WINE/HARD LIQUOR/SOFT DRINKS/CHIPS)

14 Type of Liquor License Applying for (If applicable)

<input checked="" type="checkbox"/> Tavern/Bar	<input checked="" type="checkbox"/> Dining Room w/Beer and Wine Only	<input checked="" type="checkbox"/> Packaged Liquor	<input checked="" type="checkbox"/> Dining Room w/Hard Liquor	<input checked="" type="checkbox"/> Combo (On-Premise & Pkg)	<input checked="" type="checkbox"/> General Wholesale
--	--	---	---	--	---

15 Catering Additional Wet Bars _____ Will there be an Interim Management Agreement?
NO

16 List number of slot machines (If applicable) _____ List number of table games (If applicable) _____

<input type="checkbox"/> 1 cent _____	<input type="checkbox"/> Multi _____	<input type="checkbox"/> Craps _____	<input type="checkbox"/> Baccarat _____
<input type="checkbox"/> 5 cent _____	<input type="checkbox"/> Poker _____	<input type="checkbox"/> Roulette _____	<input type="checkbox"/> Race Book _____
<input type="checkbox"/> 25 cent _____	<input type="checkbox"/> Mega Buck _____	<input type="checkbox"/> Twenty-One _____	<input type="checkbox"/> Sports Book _____
<input type="checkbox"/> 1.00 _____		<input type="checkbox"/> Keno _____	<input type="checkbox"/> Poker _____

17 If this application is for a change of business name, location, or ownership, list the previous name, address, and owner below

18 Check One

I am not subject to a court order for the support of a child

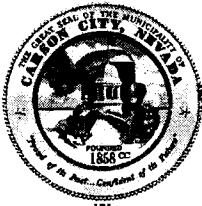
I am subject to a court order for the support of one or more children and am *in compliance* with a plan approved by the District Attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to order

I am subject to a court order for the support of one or more children and am *not in compliance* with a plan approved by the District Attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to order

Miscellaneous Information	Please answer this section if your business is <i>located</i> in Carson City. If you are unsure of your answer or are installing signage, contact the Planning Division at (775) 887-2180	
	Is your business location zoned for this type of business YES	Has a Special Use Permit been obtained for this business location N/A
	Will you be installing any outdoor signs YES	Are there any existing signs of the property NO
	Will there be any outside storage (If yes, please explain items being stored and how being screened) NO	
	Will any commercial vehicles be used for this business (If yes, please describe size, type, and location of storage) N/A	
	Please list the quantities, types, and storage location of any chemicals or hazardous materials that will be used for this business N/A	

Rules and Regulations	I, the undersigned understand that I cannot operate my business until my license is actually issued by this office indicating approval by all necessary city departments
	<ul style="list-style-type: none"> • If any changes are made after completing said license application this office must be notified immediately and an updated is required. • A business license, liquor license, and/or gaming license are issued to a given owner at a SPECIFIC LOCATION and are NON-TRANSFERRABLE to a different owner or different location. • Non-payment of annual and quarterly business license, liquor license, and/or gaming license fees by the due date will result in applied penalties and is grounds for the revocation of the license. • Any exception to any of the above is considered a violation of the Carson City Municipal Code and is subject to citation. <p>I hereby certify that the above information is correct to the best of my knowledge and belief. I understand that failure to complete this form truthfully is an act of perjury.</p> <p>Applicant's Signature <u><i>Parajee MC</i></u> Date <u>12/16/15</u></p>

FEE STRUCTURE		FEE	LICENSE TOTAL FEES	
Business License Fee		63.85	Business License Annual Fee:	215.85
Square Footage	3561	64.70	Business License Pro-rated Fee:	198.58
Number of Employees	x2	12.30	Business License Application/Update Fee:	25.00
Health Fee		75.00	Liquor License Annual Fee:	800.00
Number of Rental Units			Liquor License Pro-rated Fee:	
Number of Coin Operated Machines			Liquor License Application Fee:	1000.00
Number of Slot Machines			Liquor License Investigation Fee:	500.00
TOTAL FEES DUE:		1768.58	Gaming License Quarterly Fee:	
Payment Type	CN# 1447		Gaming License Application Fee:	
Received By	SW	Date	Fictitious Name Fee:	20.00
Date Applicant Fingerprinted		By	Health Pre-Inspection Fee:	25.00
		File #		



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Memorandum

To: Carson City Liquor and Entertainment Board
From: Carson City Health and Human Services (CCHHS)
Date: January 21, 2016
Re: Liquor License- Cowboys Liquor

On January 13, 2016 an advisory inspection of Cowboys Liquor, located at 444 E. William St., Ste 5 was conducted.

Our approval is based on the following conditions being met:

- Installation of utility/mop sink.
- Alcohol sampling must be done with disposable cups unless proper three basin sink is installed.
- A pre operational inspection.

Please contact CCHHS with any questions or concerns.

Phone: 775-283-7225

Brendon Gibb
Environmental Health Specialist

Carson City Health & Human Services

900 East Long Street • Carson City, Nevada 89706 • (775) 887-2190 • Hearing Impaired-Use 711

Clinical Services (775) 887-2195 Fax: (775) 887-2192	Public Health Preparedness (775) 887-2190 Fax: (775) 887-2248	Human Services (775) 887-2110 Fax: (775) 887-2539	Disease Control & Prevention (775) 887-2190 Fax: (775) 887-2248	Chronic Disease Prevention & Health Promotion (775) 887-2190 Fax: (775) 887-2248
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STAFF REPORT

Report To: Liquor and Entertainment Board

Meeting Date: February 4, 2016

Staff Contact: Lena Reseck, lreseck@carson.org

Agenda Title: For Possible Action: To approve Scott Blazek as the liquor manager for Breakthru Beverage Nevada Reno, LLC (Liquor License #16-31210) located at 100 Distribution Dr., Sparks, NV.

Staff Summary: All liquor license requests are to be reviewed by the Liquor and Entertainment Board per CCMC 4.13. Breakthru Beverage Nevada Reno, LLC is applying for a general wholesale license. Staff is recommending approval.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve Scott Blazek as the liquor manager for Breakthru Beverage Nevada Reno, LLC (Liquor License #16-31210) located at 100 Distribution Dr., Sparks, NV.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 4.13

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Refer back to the Business License Division or Deny

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



CARSON CITY LICENSE APPLICATION

Please type or print in black ink; Incomplete or illegible applications will not be accepted. Applications must bear an original signature

Business License #:

LL# 16-31210
BL# 16-31468
Submittal Date: 2/28/2015

<input checked="" type="checkbox"/> New Business	<input type="checkbox"/> Change of Location/Mailing	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Change of Corporate Officer	<input type="checkbox"/> Other
Type of License(s)	<input checked="" type="checkbox"/> Business		<input type="checkbox"/> Short-Term	<input type="checkbox"/> Gaming
Type of Entity	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company
				<input type="checkbox"/> Non-Profit

Entity Name	Breakthru Beverage Nevada Reno, LLC	Business Opening Date	1-1-2016
Business Name (DBA)	-	EIN #	38-3983070

Business Address	100 Distribution Dr.	City	Sparks	State	NV	Zip Code	89441
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Mailing Address	100 Distribution Dr.	City	Sparks	State	NV	Zip Code	89441
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Corporate Phone	775-331-3400	Business Phone	775-331-3400	Cellular Phone	203-803-0425	Business Fax	775-353-3369
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E-mail Address	scott.blazek@wrtzbev.com	Business Website	
----------------	--------------------------	------------------	--

Owner(s), Manager(s), or other Principal(s) attach additional pages if required

Last, First, MI	SEE ATTACHED	Percent Owned		Title		Date of Birth		SSN	
Residence Address (Street)				City, State, Zip				Residence Telephone	

Manager/Liquor Manager	Scott Blazek	<input checked="" type="checkbox"/> On-Site	<input type="checkbox"/> Off-Site	Contact Phone Number	702-240-9050
------------------------	--------------	---	-----------------------------------	----------------------	--------------

Residence Address (Street)	1405 Saintsbury Drive	City, State, Zip	Las Vegas, Nevada 89144
----------------------------	-----------------------	------------------	-------------------------

Pursuant to NRS 244.33507 and 42 U.S.C. Sec. 666, you are required to provide your social security number on the application for a license, permit, or certificate for the purpose of determining whether or not you have failed to comply with a subpoena or warrant relating to a proceeding to determine the paternity of a child or to establish or enforce an obligation for the support of a child or you are in arrears in the payment for the support of one or more children

Describe in detail the activity of your business

Wholesale distribution of alcoholic beverages

Type of Liquor License Applying for (If applicable)

<input type="checkbox"/> Tavern/Bar	<input type="checkbox"/> Dining Room w/Beer and Wine Only	<input type="checkbox"/> Packaged Liquor	<input type="checkbox"/> Dining Room w/Hard Liquor	<input type="checkbox"/> Combo (On-Premise & Pkg)	<input checked="" type="checkbox"/> General Wholesale
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<input type="checkbox"/> Catering	<input type="checkbox"/> Additional Wet Bars _____	Will there be an Interim Management Agreement?	NO
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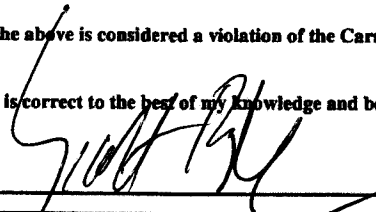
List number of slot machines (If applicable) _____ List number of table games (If applicable) _____

<input type="checkbox"/> 1 cent _____	<input type="checkbox"/> Multi _____	<input type="checkbox"/> Craps _____	<input type="checkbox"/> Baccarat _____
<input type="checkbox"/> 5 cent _____	<input type="checkbox"/> Poker _____	<input type="checkbox"/> Roulette _____	<input type="checkbox"/> Race Book _____
<input type="checkbox"/> 25 cent _____	<input type="checkbox"/> Mega Buck _____	<input type="checkbox"/> Twenty-One _____	<input type="checkbox"/> Sports Book _____
<input type="checkbox"/> 1.00 _____		<input type="checkbox"/> Keno _____	<input type="checkbox"/> Poker _____

If this application is for a change of business name, location, or ownership, list the previous name, address, and owner below

Check One	<input checked="" type="checkbox"/> I am not subject to a court order for the support of a child
	<input type="checkbox"/> I am subject to a court order for the support of one or more children and am <i>in compliance</i> with a plan approved by the District Attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to order
	<input type="checkbox"/> I am subject to a court order for the support of one or more children and am <i>not in compliance</i> with a plan approved by the District Attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to order

Miscellaneous Information	Please answer this section if your business is <i>located</i> in Carson City. If you are unsure of your answer or are installing signage, contact the Planning Division at (775) 887-2180	
	Is your business location zoned for this type of business N/A	Has a Special Use Permit been obtained for this business location
	Will you be installing any outdoor signs	Are there any existing signs of the property
	Will there be any outside storage (If yes, please explain items being stored and how being screened)	
	Will any commercial vehicles be used for this business (If yes, please describe size, type, and location of storage)	
	Please list the quantities, types, and storage location of any chemicals or hazardous materials that will be used for this business	

Rules and Regulations	<p>I, the undersigned understand that I cannot operate my business until my license is actually issued by this office indicating approval by all necessary city departments</p> <ul style="list-style-type: none"> • If any changes are made after completing said license application this office must be notified immediately and an updated is required. • A business license, liquor license, and/or gaming license are issued to a given owner at a SPECIFIC LOCATION and are NON-TRANSFERRABLE to a different owner or different location. • Non-payment of annual and quarterly business license, liquor license, and/or gaming license fees by the due date will result in applied penalties and is grounds for the revocation of the license. • Any exception to any of the above is considered a violation of the Carson City Municipal Code and is subject to citation. <p>I hereby certify that the above information is correct to the best of my knowledge and belief. I understand that failure to complete this form truthfully is an act of perjury.</p>
	<p>Applicant's Signature <u></u> Date <u>November 24, 2015</u></p>

FEE STRUCTURE	FEE	LICENSE TOTAL FEES
Business License Fee		Business License Annual Fee: 79.90
Square Footage		Business License Pro-rated Fee: 79.90
Number of Employees		Business License Application/Update Fee:
Health Fee		Liquor License Annual Fee: 800.00
Number of Rental Units		Liquor License Pro-rated Fee: 800.00
Number of Coin Operated Machines		Liquor License Application Fee: 1000.00
Number of Slot Machines		Liquor License Investigation Fee: 500.00
TOTAL FEES DUE: 1604.90		Gaming License Quarterly Fee:
Payment Type		Gaming License Application Fee:
Received By <u>SW</u>	Date <u>12/29/15</u>	Fictitious Name Fee:
Date Applicant Fingerprinted	By	File #
		Health Pre-Inspection Fee:



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Nicki Aaker (naaker@carson.org)

Agenda Title: For Possible Action: To grant permission for Carson City Health and Human Services to apply for the U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services Center for Medicare & Medicaid Innovation: Accountable Health Communities Grant.

Staff Summary: The Accountable Health Communities (AHC) Model is a five-year test to learn whether systematically identifying and addressing beneficiaries' health-related social needs through referral and community navigation services can improve care delivery; enhance quality of care; and reduce their total cost of care and inpatient and outpatient health care utilization. The AHC Model aims to identify and address beneficiaries' health-related social needs in the following core areas: housing instability and quality, food insecurity, utility needs, interpersonal violence, and transportation needs beyond medical transportation.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to grant permission for Carson City Health and Human Services to apply for the U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services Center for Medicare & Medicaid Innovation: Accountable Health Communities Grant.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

Grant funds would be used to test the Accountable Health Communities Model as an evaluation of the effectiveness of addressing high-risk beneficiaries' health-related social needs through referral and community navigation services and the resulting impact on health care costs, health care utilization, and quality of care. The model includes three tracks with interventions of varying intensity that link beneficiaries with community services. No fiscal match is required.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives

To deny Carson City Health and Human Services permission to apply for the U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services Center for Medicare & Medicaid Innovation: Accountable Health Communities Grant

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



[\(http://www.cms.gov/\)](http://www.cms.gov/)

Centers for Medicare & Medicaid Services

[Innovation Center Home \(/index.html\)](#) > [Innovation Models \(/initiatives/index.html\)](#) > Accountable Health Communities Model

Accountable Health Communities Model - Frequently Asked Questions

[Share](#)

Funding Opportunity Descriptions

What is the Accountable Health Communities Model?

The Accountable Health Communities (AHC) Model is a new model under the U.S. Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS) Innovation Center that examines whether systematically identifying and attempting to address health-related social needs of Medicare and Medicaid beneficiaries through referral and community navigation services can impact health care costs, reduce inpatient and outpatient health care utilization, and improve health care quality and delivery.

What is the purpose of the model?

The AHC Model is a five-year test to learn whether systematically identifying and addressing beneficiaries' health-related social needs through referral and community navigation services can improve care delivery; enhance quality of care; and reduce their total cost of care and inpatient and outpatient health care utilization. The AHC Model aims to identify and address beneficiaries' health-related social needs in the following core areas:

- Housing instability and quality,
- Food insecurity,
- Utility needs,
- Interpersonal violence, and
- Transportation needs beyond medical transportation.

Under what authority will the AHC Model operate?

The AHC Model is authorized under Section 1115A of the Social Security Act (added by section 3021 of the Affordable Care Act), which established the Center for Medicare and Medicaid Innovation (the CMS Innovation Center) to test innovative payment and service delivery models that have the potential to reduce Medicare, Medicaid, and Children's Health Insurance Program expenditures while maintaining or enhancing the quality of beneficiaries' care.

Where can I find additional information on the funding announcement?

Please review the Funding Opportunity Announcement on [grants.gov \(http://www.grants.gov/view-opportunity.html?oppld=280812\)](http://www.grants.gov/view-opportunity.html?oppld=280812) for additional information.

How can I serve as a reviewer for this Funding Opportunity Announcement?

Please send an email with your name and contact information as well as a current resume/CV to [accountablehealthcommunities@cms.hhs.gov \(mailto:accountablehealthcommunities@cms.hhs.gov\)](mailto:accountablehealthcommunities@cms.hhs.gov). Should your services be needed, CMS will contact you.

How can organizations assist outreach efforts to potential applicants?

We need your help reaching eligible applicants, community service providers, state Medicaid agencies and clinical delivery sites as the application deadline of March 31th is right around the corner. We would greatly appreciate if you would be willing to alert your networks to this opportunity to participate through the following ways:

An email blast, listservs, newsletters, or other timely outreach methods during the months of January, February and March. Attached is a resource you can share with your networks. You can also include the brief description below in upcoming e-communications. The Accountable Health Communities Model is currently accepting applications through March 31, 2016. The Model addresses a critical gap between clinical care and community services in the current health care delivery system by testing a systematic approach to identifying and addressing health-related social needs of Medicare & Medicaid beneficiaries. The Model awards cooperative agreements to organizations chosen to participate in the model test. Visit our website to access the Letter of Intent and Request for Applications. You can email us at [accountablehealthcommunities@cms.hhs.gov \(mailto:accountablehealthcommunities@cms.hhs.gov\)](mailto:accountablehealthcommunities@cms.hhs.gov) to get your questions answered.

Help us with social media outreach during the coming month. Please follow us @CMSinnovates to help amplify our sign-up effort by "retweeting" and "liking" our posts. You can also post any of the following approved messages:

New @CMSinnovates program will invest \$157m to help providers screen for and address health-related social needs <http://1.usa.gov/1PKUzQF>

.@CMSinnovates explains new \$157m program focused on health-related social needs in @NEJM <http://goo.gl/SzClv7>

Please spread the word! CMS accepting apps until 3/31 <http://1.usa.gov/1PKUzQF> #AHCInnovates

Reminder: Applications for Accountable Health Communities Model due 3/31. LOIs due 2/8. #AHCinnovates

Letter of Intent (LOI) Information

For the LOI, what information is requested for the State Medicaid Contact?

If available, please enter the name and contact information for an individual who works at the State Medicaid office. This individual should be a person that can facilitate the sharing of data necessary for the evaluation of the model and with whom the applicant has an existing relationship. Note that this is not a required field for submission of the LOI.

How do I submit a letter of intent (LOI)?

Applicants are highly encouraged to submit a non-binding letter of intent to <http://innovation.gov.force.com/ahc> External Link Policy by February 8, 2016. Applicants will receive a confirmation email after the submission of their LOI. Applicants should include their LOI confirmation number on the cover page of their application.

Program Requirements

What will the AHC Model test?

The AHC Model test is an evaluation of the effectiveness of addressing high-risk beneficiaries' health-related social needs through referral and community navigation services and the resulting impact on health care costs, health care utilization, and quality of care. The model includes three tracks with interventions of varying intensity that link beneficiaries with community services. Each track has a specific question which the interventions seeks to answer:

Track 1: Will increasing beneficiary *awareness* of available community services through information dissemination and referral impact total health care costs, inpatient and outpatient health care utilization, and health and quality of care?

Track 2: Will providing community service navigation to *assist* high-risk beneficiaries with accessing community services to address identified health-related social needs impact their total health care costs, inpatient and outpatient health care utilization, and health and quality of care?

Track 3: Will a combination of community service navigation (at the individual beneficiary level) and partner *alignment* at the community level impact total health care costs, inpatient and outpatient health care utilization, and health and quality of care?

How is this model different from existing CMS Innovation Center models?

The AHC Model is the first Innovation Center model designed specifically to test building community capacity to address the health-related social needs of beneficiaries at the local level. Key innovations in the AHC Model include:

- Testing the impact of building community capacity to address the health-related social needs of a local, geographically-defined population of beneficiaries
- Systematically screening Medicare and Medicaid beneficiaries to identify unmet health-related social needs;
- Testing the impact of using targeted community service referrals to increase beneficiary awareness and utilization of community services; and
- Testing the impact of community service navigation to provide assistance to beneficiaries in accessing community services.

What is the responsibility of the bridge organization?

Bridge organizations are responsible for:

Making arrangements with clinical delivery sites that provide clinical health care to provide the required AHC intervention services to community-dwelling beneficiaries in a manner that meets the track specific requirements and milestones

Using a standardized screening tool for health-related social needs populated with questions developed by CMS.

Developing and maintaining a comprehensive database, updated at least every six months, that contains information on community service providers that may be able to address the health-related social needs that are screened for in the screening tool

Developing and submitting standard operating procedures

Collecting and sharing, or otherwise explaining how it will ensure that its consortium members collect and share, with CMS any identifiable beneficiary-level data for purposes of model monitoring and evaluation.

Ensuring that CMS funding for this model does not duplicate services already made available through other programs

Certifying in the application that it has financial and accounting systems that are fully auditable and able to document all AHC-related savings, revenues, and expenditures.

Demonstrating that it already has, or has the capacity to develop, active relationships with community service providers.

Who are the expected model participants for a bridge organization?

Bridge organizations are expected to partner with:

At least one state Medicaid agency

Clinical delivery sites including at least one of each of the following types:

Hospital

Provider or practice that furnishes primary care services

Provider of behavioral health services

Community service providers capable of addressing core or supplemental health-related social needs identified through the screening tool.

Should applicants engage prospective model partners during or after the application process?

Applicants are expected to describe existing and new relationships with model partners in their application.

It is expected that applicants will engage with model partners during the application process. Moreover, each applicant must include with its application a memorandum of understanding with at least one state Medicaid agency and each clinical delivery site.

Does the clinical delivery site or community service provider need to be physically based in the geographic target area that the bridge organization serves?

The clinical delivery sites or community service providers that are partnering with the bridge organization must serve beneficiaries who reside in the geographic target area specified in the application.

Can the award money be applied to build the availability of community services in a geographic area if those services are weak or resource-constrained (for example, using award money to provide housing to beneficiaries)?

CMS funds may **not** be used to pay directly or indirectly for any community services (e.g., housing, food, violence intervention programs, utility assistance, and transportation) received by beneficiaries as a result of their participation in any of the three Tracks. Rather, successful applicants will receive funds to develop a community referral inventory, implement health-related social needs screening and referral in all tracks, and offer community navigation services in Tracks 2 and 3.

Can I apply to multiple tracks?

Applicants may apply to up to two tracks, but successful applicants will be selected to participate in only a single track.

Are there special populations that can be considered "community-dwelling beneficiaries" (i.e. prison population, those living in halfway houses)?

Individuals eligible for AHC services must be Medicare and/or Medicaid enrolled (or presumptively eligible, as applicable), must seek health care at a participating clinical delivery site and must be community-dwelling at time of care.

How will applications be reviewed?

An objective review panel will be convened to determine the merits of each application and the extent to which the proposed intervention is structured to further the purpose of the AHC model.

What constitutes a "state Medicaid agency"?

The state Medicaid agency is the Medicaid agency that would be expected to pay for Medicaid-covered services furnished to its community-dwelling Medicaid beneficiaries at the applicant's participating clinical delivery site. Where such participating clinical delivery sites would be expected to furnish Medicaid-covered services to community-dwelling Medicaid beneficiaries from more than one state, the applicant is expected to secure, at a minimum, assurances from such agencies as may be needed to ensure participation by those State Medicaid agencies that collectively pay for the majority of such services furnished at such sites. All such assurances must document the agency's willingness to participate in the applicant's implementation of this model, and acknowledge that, as a model participant, it will be subject to 42 CFR §403.1110 (providing for model participants' production of such data to CMS or its contractors, including protected health information (PHI), as may be required to monitor and assess the model). Potential applicants should refer to the Funding Opportunity Announcement (FOA) for application requirements related to the participation of state Medicaid agencies in the AHC program.

What is the definition of a clinical delivery site? What type of care settings can qualify as this?

For the purposes of the AHC funding opportunity, a bridge organizations must establish relationships with at least three types of clinical delivery sites: (1) a hospital; (2) a healthcare provider or practice that furnishes primary care services; and (3) a behavioral health service provider. A single entity may qualify as more than one type. The types listed above are required for each application. Additional clinical delivery sites (other than the types listed above) that meet the requirements of the FOA would also be eligible to participate.

Can a beneficiary complete the health-related social needs assessment more than once per year?

The health-related social needs assessment may be completed by the same community dwelling beneficiary more than once per year. Community-dwelling beneficiaries may be offered screening each time they present at a clinical delivery site participating in AHC. The data collection system will risk stratify and randomize all community-dwelling beneficiaries as demonstrated in the track specific evaluation diagrams. The data collection system will also maintain the number of times the community-dwelling beneficiary has completed the health-related social needs screening, community-dwelling beneficiary responses to the health-related social needs screening, and whether or not the community-dwelling beneficiary received a tailored community referral summary and/or community navigation services.

Can the navigation intervention be repeated for a beneficiary?

The navigation intervention may be repeated annually if the high risk community-dwelling beneficiary screens as having any health-related social need at least 12 months after previously being offered community service navigation services.

Can a beneficiary screened in year 1 and therefore counted towards year 1 screening figures also be screened and counted towards year 2 screening figures?

Yes. Annual beneficiary figures counted towards milestones do not require that the beneficiaries be unique from year to year. However, the requirements included in the FOA on offering services to a beneficiary must be met each time the services are offered.

Will CMMI prioritize the participation of beneficiaries in fee-for-service plans over those in managed care plans? Can beneficiaries in Medicare Advantage plans participate as beneficiaries in the Accountable Health Communities funding opportunity?

The Accountable Health Communities (AHC) model addresses a gap in the current delivery system by funding interventions that connect community-dwelling Medicare and/or Medicaid beneficiaries with community services. For the purposes of the AHC model, a community-dwelling beneficiary is a Medicare and/or Medicaid beneficiary, regardless of age, functional status, and cultural or linguistic diversity, who is not residing in a correctional facility or long-term care institution (e.g., nursing facility), who seeks health care at a participating clinical delivery site and who lives within the geographic target area specified by the applicant. This definition also includes Medicare and/or Medicaid beneficiaries enrolled in managed care.

Where can the social needs screening take place?

Bridge organizations must establish relationships and make arrangements to offer screening for health-related social needs to all community-dwelling beneficiaries who seek care from at least one of each of the following types of clinical delivery sites (a single entity may fulfill more than one of these roles): a hospital, a primary care provider or practice, and a behavioral health services. *Bridge organizations may offer these screenings directly, through administrative or clinical staff under an agreement with the clinical delivery site or through arrangements with a third party.*

Is there information on the data that community service providers are required to collect?

Community service providers have four primary responsibilities: (1) supporting the bridge organization in the planning process and development of the community resource inventory; (2) supporting bridge organization/AHC navigator to track AHC participants utilizing community service provider resources and related outcomes (Tracks 2 – Assistance and 3 – Alignment); (3) participating in the advisory board (Track 3 – Alignment); and (4) informing the Gap Analysis and QI efforts (Track 3 – Alignment). Bridge organizations may establish agreements with community service providers to share data if the appropriate arrangements-both legal and model-specific-are put in place.

How are Medicare/Medicaid beneficiaries identified- via clinical service utilization or a priori?

Individuals will be identified as Medicare and Medicaid beneficiaries based upon self-identification when seeking care from participating clinical delivery sites. The self-identification will later be verified using CMS claims data.

Are the milestone figures for screening and receiving intervention services cumulative figures?

The milestone figures for screening and receiving intervention services are annual figures. That is, each award recipient is expected to screen and provide intervention services to the set numbers of beneficiaries each year.

Are the screening milestone in years 2, 3, and 4 in Tracks 2 and 3 per site or spread across all award recipients?

All milestones listed in Tables 3, 4, and 5 of the funding opportunity announcement are per award recipient figures.

Will award recipients be allowed to use their own screening tool?

No. The bridge organization must use a standardized screening tool for health-related social needs populated with questions developed by CMS. The screening tool will contain initial threshold questions to determine eligibility for the full screening, screen for core health-related social needs that CMS has defined for the purpose of this model, and may also screen for supplemental health-related social needs supported by the results of a community needs assessment and for which CMS has developed appropriate screening questions.

Technical Assistance

Does CMS have any resources the bridge organizations can consult?

Throughout the implementation of the model, CMS will provide informational webinars. Please check the [Accountable Health Communities Model web page \(/initiatives/ahcm/index.html\)](https://innovation.cms.gov/initiatives/ahcm/index.html) for updates.

Award Information

How much funding is available for each track?

- Up to \$1 million to each bridge organization in Track 1 – Awareness
- Up to \$2.57 million to each bridge organization in Track 2 – Assistance
- Up to \$4.51 million to each bridge organization in Track 3 – Alignment

When will awards be made and the AHC Model begin?

CMS anticipates that awards will be made in the fall of 2016 and the period of performance for the model test will begin shortly thereafter.

What is the performance period for the AHC Model?

The budget and project period of each cooperative agreement is five years – January 1, 2017 through December 31, 2021. 12-month project and budget periods are anticipated:

- Year One: January 1, 2017 to December 31, 2017
- Year Two: January 1, 2018 to December 31, 2018
- Year Three: January 1, 2019 to December 31, 2019
- Year Four: January 1, 2020 to December 31, 2020
- Year Five: January 1, 2021 to December 31, 2021

How many award sites will be supported/funded under this model?

CMS will support and fund up to 44 award sites:

- 12 cooperative agreements for Track 1 – Awareness
- 12 cooperative agreements for Track 2 – Assistance
- 20 cooperative agreements for Track 3 – Alignment

Where can I find more information on the types of organizations that are charged the de minimis rate of 10% for indirect costs?

As noted in 45 CFR 75.414(f), any non-Federal entity that has *never* received a negotiated indirect cost rate, *except for those non-Federal entities described in appendix VII to part 75 (D)(1)(b)* may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §75.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

The primary applicant must include subrecipients approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the primary applicant and the subrecipient, or a de minimis indirect cost rate as defined in §75.414(f).

Can an organization ask for less than the amount listed for a given track (Track 1- up to \$1 million, Track 2- up to \$2.57 million, Track 3- up to \$4.51 million)?

Organizations may request less than the total listed for the particular track to which they are applying.

Is the funding listed (Track 1- up to \$1 million, Track 2- up to \$2.57 million, Track 3- up to \$4.51 million) per-year or a total over the five-year period of performance?

The estimated award amounts listed in the table found in the Executive Summary of the FOA (Track 1- up to \$1 million, Track 2- up to \$2.57 million, Track 3- up to \$4.51 million) are totals for the five-year period of performance. They are not per-year figures.

Will selected applicants receive payments for particular activities (i.e. screening, referral, navigation services)?

Initial funds will be disbursed to award recipients based on the evaluation of applications. An objective review panel will be convened to determine the merits of each application and the extent to which the proposed intervention is structured to further the purpose of the AHC model. Subsequent funds will be disbursed to award recipients based on meeting the milestones outlined in the Funding Opportunity Announcement in Tables 3, 4 and 5. Payments will not be made for particular activities (screenings, referrals, and navigation services).

How often are continuation funds disbursed?

The period of performance consists of five 1-year (12 months) budget periods renewable based on satisfactory progress and the availability of funds. Award recipients must meet reporting and certification deadlines to be eligible throughout the initial 12 month budget period and to remain eligible for a non-competing continuation award for subsequent budget periods. In addition, grantees would need to demonstrate strong performance during the previous funding cycle(s) before additional year funding is awarded. Additionally, in subsequent funding cycles, grantees could receive decreased funding or their grant could be terminated due to poor performance. **(See Continued Eligibility in FOA)**

If an organization meets milestones and funds are available, can an organization expect the same funding each year?

The period of performance consists of five 1-year budget periods renewable based on satisfactory progress and the availability of funds. Award recipients must meet reporting and certification deadlines to be eligible throughout the initial 12 month budget period and to remain eligible for a non-competing continuation award for subsequent budget periods. In addition, grantees would need to demonstrate strong performance during the previous funding cycle(s) before additional year funding is awarded. Grantees could, however, receive decreased funding or their grant could be terminated due to poor performance.

Eligibility Information

What is a community-dwelling beneficiary?

For the purposes of the AHC model, a community-dwelling beneficiary is a Medicare and/or Medicaid beneficiary, regardless of age, functional status, and cultural or linguistic diversity, who is not residing in a correctional facility or long-term care institution (e.g., nursing facility), who seeks health care at a participating clinical delivery site and who lives within the geographic target area specified by the applicant. This definition includes children and adults covered under Medicaid through presumptive eligibility, and all community-dwelling beneficiaries that are dually eligible.

What types of organizations are eligible applicants?

CMS invites community-based organizations, individual and group healthcare practices, hospitals and health systems, institutions of higher education (IHE), local government entities, tribal organizations and for-profit and not-for-profit local and national entities with the capacity to develop and maintain relationships with clinical delivery sites and community service providers to apply. Applicants from all 50 states, United States territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the Virgin Islands), and the District of Columbia may apply to become bridge organizations.

What is a community-based organization?

The term community-based organization refers to a nonprofit organization that demonstrates effectiveness in: (A) representing a community or significant segment of a community; and (B) providing educational or related services to individuals in the community.

What is a community service provider?

The term community service provider is defined for purposes of the model as any independent, non-profit, state, territorial, or local agency capable of addressing core or supplemental health-related social needs identified through a screening tool.

Can a Quality Innovation Network - Quality Improvement Organization apply to become an Accountable Health Communities award recipient?

If a Quality Innovation Network - Quality Improvement Organizations (QIN-QIOs) meets the criteria of an eligible organization, then they are eligible to apply. CMS contracted QIN-QIO services may not duplicate services provided through the AHC model intervention.

Can a Skilled Nursing Facility serve as a bridge organization?

Yes. CMS invites community-based organizations, individual and group healthcare practices, hospitals and health systems, institutions of higher education (IHE), local government entities, tribal organizations and for-profit and not-for-profit local and national entities with the capacity to develop and maintain relationships with clinical delivery sites and community service providers to apply.


Can an Accountable Care Organization (ACO) serve as a bridge organization?

Yes. CMS invites community-based organizations, individual and group healthcare practices, hospitals and health systems, institutions of higher education (IHE), local government entities, tribal organizations and for-profit and not-for-profit local and national entities with the capacity to develop and maintain relationships with clinical delivery sites and community service providers to apply.

Can a single organization receive an award as a bridge organization and also serve as a model participant on another award?

Yes. However, CMS will consider the geographic diversity of all applications when making cooperative agreement award selections. No more than one cooperative agreement will be awarded within a single geographic target area, if two or more applications identify the same or overlapping areas.

How do I apply for the model?

Application instructions are included in the FOA on [grants.gov](http://www.grants.gov) (<https://www.grantsolutions.gov/gs/preaward/previewPublicAnnouncement.do?id=55237>)  (<http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/External-Link-Disclaimer.html>).

What is the deadline for applications?

Applications must be submitted electronically through www.grants.gov by the application deadline of **1:00 p.m. EST on March 31, 2016**. Applications will require a confirmation number from the submission of the letter of intent. Applications will only be considered for funding if they are submitted by the deadline and the application meets the requirements as outlined in the Funding Opportunity Announcement (FOA).

Can beneficiaries who are enrolled in another CMS-funded demonstration participate in the AHC funding opportunity?

Yes. As long as all requirements included in the FOA are met, beneficiaries enrolled in another CMS-funded demonstration may also participate in the AHC funding opportunity. Applicants must conduct a detailed analysis of programs - including but not limited to those funded by Medicare and/or Medicaid, other federal agencies, and state and local governments, which coordinate community services for individuals, navigate these services, or otherwise could overlap with one of the model tracks and submit an Assessment of Program Duplication for each potentially overlapping/ duplicative program. The Assessment of Program Duplication is described more fully in Appendix 7 of the FOA.

Can I sign up as an individual beneficiary to participate in the model?

Individuals not meeting eligibility criteria are not eligible to apply for this Funding Opportunity Announcement. Additional information concerning eligibility can be found on [grants.gov](http://www.grants.gov), [Grant Eligibility webpage](http://www.grants.gov/web/grants/learn-grants/grant-eligibility.html) (<http://www.grants.gov/web/grants/learn-grants/grant-eligibility.html>).

Can I sign up as an individual provider to participate in the model?

CMS invites community-based organizations, individual and group healthcare practices, hospitals and health systems, institutions of higher education (IHE), local government entities, tribal organizations and for-profit and not-for-profit local and national entities with the capacity to develop and maintain relationships with clinical delivery sites and community service providers to apply. Applicants from all 50 states, United States territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the Virgin Islands), and the District of Columbia may apply to become bridge organizations. Eligible IHEs are limited to college and university health care affiliates delivering clinical services, such as community-based clinics, hospital networks, and health systems. Local government entities include, but are not limited to, local units of state and regional agencies where such classifications exist, local and tribal health departments, local public housing authorities, Indian housing authorities, and local community service agencies. Local government entities exclude state Medicaid agencies.

Are there limits on the number of applications a single organization may participate in?

Primary applicants (i.e. bridge organizations) may apply to no more than two AHC tracks. Applicants submitting more than two proposals will not be reviewed for any track.

There is not a limit on the number of applications in which a state Medicaid agency, clinical delivery site or community service provider may participate.

CMS will consider the geographic diversity of all applications when making cooperative agreement award selections. No more than one cooperative agreement will be awarded within a single geographic target area, if two or more applications identify the same or overlapping areas.

There is no limit on the number of applications in which a consultant, sub-award recipient or contractor may participate; such relationships are at the discretion of the applicant. The costs of project activities to be undertaken by a third-party sub-award recipient should be included in the Consultant/Sub-Award Recipient/Contractual Costs, as a single line item charge. Please see 45 CFR Part 75.351 Sub-award recipient and contractor determinations. Award recipients must submit to CMS the required information establishing a third-party sub-award/contract to perform program activities, and a complete itemization of the costs should be attached to the budget. If there is more than one sub-award recipient/contractor, each must be budgeted separately and must have an attached itemization. A consultant is a non-employee who provides advice and expertise in a specific program area. Hiring a consultant requires submission of consultant information to HHS.

How many applications can be submitted from one institution?

Applicants may apply to no more than two AHC tracks; however, applicants must complete a separate proposal for each track. Applicants submitting more than two proposals will not be reviewed for any track. Please note that duplicate applications do not count as a submission.

All applicants must have a valid Employer Identification Number (EIN), otherwise known as a Taxpayer Identification Number (TIN), assigned by the Internal Revenue Service. Potential applicants should consider the requirements listed in the Eligibility Information, Application Information and Application Review Information sections of the prior to application submission.

Can an applicant operate across multiple states?

Bridge organizations may work in multiple states to test the AHC intervention across multiple clinical delivery sites; however, the applicant will only be considered if their application includes certain written assurance(s) from the state Medicaid agency that would be expected to pay for Medicaid-covered services furnished to its community-dwelling Medicaid beneficiaries at the applicant's participating clinical delivery site. Where such participating clinical delivery sites would be expected to furnish Medicaid-covered services to community-dwelling Medicaid beneficiaries from more than one state, the applicant is expected to secure, at a minimum, assurances from such agencies as may be needed to ensure participation by those State Medicaid agencies that collectively pay for the majority of such services furnished at such sites. All such assurances must document the agency's willingness to participate in the applicant's implementation of this model, and acknowledge that, as a model participant, it will be subject to 42 CFR §403.1110 (providing for model participants' production of such data to CMS or its contractors, including protected health information (PHI), as may be required to monitor and assess the model).

An objective review panel will be convened to determine the merits of each application and the extent to which the proposed intervention is structured to further the purpose of the AHC model.

Can an organization use funds from this opportunity to offer services that the organization already provides?

Cooperative agreement funds may not be used to provide individuals with services that are already funded through any other source, including but not limited to Medicare, Medicaid, and CHIP.

Cooperative agreement funds may not be used to supplant existing State, local, Tribal or private funding of infrastructure or services.

The applicant must submit, as part of the application, a plan that addresses how it will ensure that CMS funding for this model does not duplicate services already made available through other programs.

Successful award recipients must only provide community navigation services that are non-duplicative.

The assessment for program duplication must address how the applicant will leverage existing provision of services and how duplication of payment for services will be avoided.

Can an organization use funds from this opportunity to enhance services that the organization already provides?

Cooperative agreement funds may NOT be used to supplement/improve existing reimbursement rates for services funded through any other source. Funds may be used to pay for additional services that are not currently reimbursed but are ancillary activities that support clinical services that further AHC program goals and objectives.

An objective review panel will be convened to determine the merits of each application and the extent to which the proposed intervention is structured to further the purpose of the AHC model.

The applicant must submit, as part of the application, a plan that addresses how it will ensure that CMS funding for this model does not duplicate services already made available through other programs.

Successful award recipients must only provide community navigation services that are non-duplicative.

The assessment for program duplication must address how the applicant will leverage existing provision of services and how duplication of payment for services will be avoided.

Are state government entities eligible to apply?

CMS invites community-based organizations, individual and group healthcare practices, hospitals and health systems, institutions of higher education (IHE), local government entities, tribal organizations and for-profit and not-for-profit local and national entities with the capacity to develop and maintain relationships with clinical delivery sites and community service providers to apply. Applicants from all 50 states, United States territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the Virgin Islands), and the District of Columbia may apply to become bridge organizations.

Local government entities include, but are not limited to, local units of state and regional agencies where such classifications exist, local and tribal health departments, local public housing authorities, Indian housing authorities, and local community service agencies. Local government entities exclude state Medicaid agencies. *Other state agencies may be eligible to apply if they are a local unit of state or regional agencies.*

Are there size restrictions on the population in the area in which an organization works? Are there size restrictions on the population that an organization serves?

Although there are no minimum numbers required for an application to be reviewed, applicants should detail their approach to achieving program goals, milestones, and benchmarks within their application. This approach to achieving program goals, milestones, and benchmarks, will be evaluated by the objective review panel, to determine the merits of each application and the extent to which the proposed intervention is structured to further the purpose of the AHC model.

CMS will monitor the performance of each award recipient, after awards are made, based on milestones established by this Funding Opportunity Announcement, the Terms and Conditions of Award, and the implementation plan approved by CMS. Only those bridge organizations achieving pre-determined milestones may be recommended for a non-competing continuation award for subsequent budget periods.

Are the milestone numbers listed in Tables 3, 4 and 5 minimum numbers required for an applicant community? Will an organization be considered if it is unable to screen 75,000 beneficiaries per year?

Although there are no minimum numbers required for an application to be reviewed, applicants should detail their approach to achieving program goals, milestones, and benchmarks within their application. This approach to achieving program goals, milestones, and benchmarks, will be evaluated by the objective review panel, to determine the merits of each application and the extent to which the proposed intervention is structured to further the purpose of the AHC model.

The number of beneficiaries listed as a milestone is based on the number of beneficiaries who will receive the intervention services (community referral summary in Track 1 and community referral summary and navigation services in Tracks 2 and 3). These numbers will need to be met to allow for sufficient evaluation

of the model. The calculation used to approximate the number of beneficiaries screened from the number of beneficiaries receiving the intervention can be found in Tables 3, 4 and 5 of the Funding Opportunity Announcement in the "Year 1" section.

Will an organization be required to screen 75,000 beneficiaries per year to receive continued funding?

The rigorous evaluation of the model depends on particular benchmarks being met. However, the benchmarks are focused on the number of beneficiaries who receive the intervention (referral in Track 1 and navigation services in Tracks 2 and 3). Therefore, the ability to meet milestones related to the number of beneficiaries who are provided the community referral summary (Track 1) and the tailored community referral summary and navigation services (Tracks 2 and 3) will be more important to the evaluation of applications than the number of beneficiaries screened.

Can an organization participating in other programs funded by Medicare and/or Medicaid participate in the Accountable Health Communities model?

Organizations that are receiving funding from Medicare and/or Medicaid for other programs (except for Medicare Advantage plans and Program of All-Inclusive Care for the Elderly (PACE) organizations) are eligible to apply as long as all requirements laid out in the FOA are met. However, applicants must conduct a detailed analysis of programs - including but not limited to those funded by Medicare and/or Medicaid, other federal agencies, and state and local governments, which coordinate community services for individuals, navigate these services, or otherwise could overlap with one of the model tracks. Applicants must submit along with their application an Assessment of Program Duplication (see Appendix 7: Assessment of Program Duplication for details) for each program identified as potentially duplicative. Applicants should use the list of potential overlap areas in Appendix 7 to compare existing programs to the AHC requirements and protocols as outlined in the FOA and identify overlaps and gaps.

Are applicants required to have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number in order to apply?

Yes, all applicants must have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number in order to apply.

Does the existence of a mandatory enrollment Managed Long Term Supports and Services (MLTSS) program in the state prevent the award of an AHC program?

No. The Applicant must submit, as an appendix to the applicant's implementation plan, an Assessment of Program Duplication for each program identified as potentially duplicative and a plan for addressing potential duplication. Successful award recipients must only provide community navigation services that are non-duplicative. The Assessment of Program Duplication will compare existing programs to the AHC requirements and protocols as outlined in the FOA and identify overlaps and gaps. The implementation plan must address how the applicant will leverage existing provision of services and how duplication of payment for services will be avoided.

Can an applicant propose to focus exclusively on a particular population- for example, only older adults with serious mental illnesses, or only Medicaid beneficiaries?

No, an applicant may not focus exclusively on a particular population. Bridge organizations are required to systematically offer screening to community-dwelling beneficiaries who seek care at participating clinical delivery sites for health-related social needs in order to determine community-dwelling beneficiaries' AHC intervention eligibility and identify their health-related social needs. Notwithstanding the previous sentences, applicants must submit a Health Resource Equity Statement (HRES) along with their applications. The purpose of the HRES is to assist bridge organizations and other model participants with: (1) identifying and targeting minority and underserved populations (geographic and otherwise) in model participation; (2) assessing their total model in relation to these targeted subpopulations; (3) evaluating the inclusion of subpopulations in the AHC model; and (4) tracking progress on outcomes and engagement of these subpopulations throughout the AHC performance period.

Is a letter of support from the state required with the application?

Applicants are required to submit, along with their application, a contract, Memorandum of Understanding (MOU) or MOU equivalent from the state Medicaid agency(ies) (or equivalent organization responsible for operating the Medicaid programs in the geographic region in which the model is to take place). Each contract, MOU or MOU equivalent must address each role and responsibility criteria for consortium participation described in the AHC FOA in Section 2.4.1.1 Model Test Proposal Requirements – All Tracks, Subsection on State Medicaid Agency.

Whom do I contact for questions regarding the model?

Information about the AHC Model is available at [Accountable Health Communities Model web page \(/initiatives/ahcm/index.html\)](http://innovation.cms.gov/initiatives/ahcm/index.html).

For programmatic questions about the cooperative agreement, please contact:

U.S. Department of Health and Human Services

Centers for Medicare & Medicaid Services

E-mail: accountablehealthcommunities@cms.hhs.gov
(<mailto:accountablehealthcommunities@cms.hhs.gov>)

For administrative questions about this cooperative agreement please contact:

Louise M. Amgurgey

U.S. Department of Health and Human Services

Centers for Medicare & Medicaid Services

Email: OAGM-AHC@cms.hhs.gov (<mailto:OAGM-AHC@cms.hhs.gov>)



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[MyMedicare.gov \(http://MyMedicare.gov\)](http://MyMedicare.gov)

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[Medicaid.gov \(http://Medicaid.gov\)](http://Medicaid.gov)

[InsureKidsNow.gov \(http://www.insurekidsnow.gov\)](http://www.insurekidsnow.gov)

[HealthCare.gov \(http://www.HealthCare.gov\)](http://www.HealthCare.gov)

[HHS.gov/Open \(http://www.hhs.gov/open/\)](http://www.hhs.gov/open/)

Tools

[Acronyms \(http://www.cms.gov/apps/acronyms\)](http://www.cms.gov/apps/acronyms)

[Contacts \(http://www.cms.gov/apps/contacts\)](http://www.cms.gov/apps/contacts)

[FAQs \(https://questions.cms.gov/\)](https://questions.cms.gov/)

[Glossary \(http://www.cms.gov/apps/glossary/\)](http://www.cms.gov/apps/glossary/)

[Archive \(http://archive-it.org/collections/2744\)](http://archive-it.org/collections/2744)

Helpful Links

[Web Policies & Important Links \(http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/index.html\)](http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/index.html)

[Privacy Policy \(http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/Privacy-Policy.html\)](http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/Privacy-Policy.html)

[Plain Language \(http://www.medicare.gov/about-us/plain-writing/plain-writing.html\)](http://www.medicare.gov/about-us/plain-writing/plain-writing.html)

[Freedom of Information Act \(http://www.cms.gov/center/freedom-of-information-act-center.html\)](http://www.cms.gov/center/freedom-of-information-act-center.html)

[No Fear Act \(http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/NoFearAct.html\)](http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/NoFearAct.html)

[Nondiscrimination/Accessibility \(http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/CMSNondiscriminationNotice.html\)](http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/CMSNondiscriminationNotice.html)

[HHS.gov \(http://www.hhs.gov\)](http://www.hhs.gov)

[Inspector General \(http://oig.hhs.gov\)](http://oig.hhs.gov)

[USA.gov \(http://www.usa.gov\)](http://www.usa.gov)

[Help with file formats & plug-ins \(http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/Help.html\)](http://www.cms.gov/About-CMS/Agency-Information/Aboutwebsite/Help.html)

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Shawn Keating

Agenda Title: For Possible Action: To adopt, Bill No. 101, on second reading, Ordinance No. _____, an ordinance amending the Carson City Municipal Code Title 15, Buildings and Construction, Chapter 15.05 Building Code, Section 15.05.020, adoption and administration of building codes, by adopting the 2012 International Energy Conservation Code and the 2015 Northern Nevada Energy Code Amendments. (Shawn Keating, skeating@carson.org)

Staff Summary: The proposed language would modify the text of the Carson City Municipal Code by replacing the current Code & Amendments to the current adopted codes with 2012 International Energy Conservation Code and the 2015 Northern Nevada Energy Code Amendments. This will bring Carson City into compliance with Nevada Revised Statutes (NRS) 701.220. These changes will go into effect on July 1, 2016.

Agenda Action: Ordinance –Second Reading

Time Requested: 10 minutes

Proposed Motion

I move to adopt, Bill No. 101, on second reading, Ordinance _____, an ordinance amending the Carson City Municipal Code Title 15, Buildings and Construction, Chapter 15.05 Building Code, Section 15.05.020, adoption and administration of building codes, by adopting 2012 International Energy Conservation Code and 2015 Northern Nevada Code Amendments.

Board’s Strategic Goal

Safety

Previous Action

The Board of Supervisors introduces the ordinance on January 21, 2016 by a vote of 5-0.

Background/Issues & Analysis

In July 2015, Nevada adopted the 2012 International Energy Conservation Code per NRS 701.220. The Northern Nevada Amendments would allow alternatives that are tailored to the region with the day-to-day working of the codes and would provide for consistency of building code requirements throughout the region.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Title 15.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

If not adopted, the 2012 International Energy Conservation Code will be enforced as written.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

ORDINANCE NO. _____

BILL NO. 101

AN ORDINANCE AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, CHAPTER 15.05, BUILDING CODE, SECTION 15.05.020, ADOPTION AND ADMINISTRATION OF BUILDING AND CONSTRUCTION CODES, BY ADOPTING THE 2012 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AND THE 2015 NORTHERN NEVADA ENERGY CODE AMENDMENTS.

THE BOARD OF SUPERVISORS OF CARSON CITY DO ORDAIN:

SECTION I:

That Section 15.05.020 of the Carson City Municipal Code is hereby amended as follows:

15.05.020 - Adoption and administration of Building and Construction Codes.

100	Adopted Codes
101	General
102	Applicability
103	Department of Building Safety
104	Duties and Powers of Building Official
105	Permits
106	Floor and Roof Design Loads
107	Submittal Documents
108	Temporary Structures and Uses
109	Fees
110	Inspections
111	Certificate of Occupancy
112	Service Utilities

113	Board of Appeals
114	Violations
115	Stop Work Order
116	Unsafe Structures and Equipment
117	Workmanship and Fabrication
118	Moving and Demolition

Carson City hereby adopts the following codes and appendices and the amended administrative provision from the International Building Code which are applicable to all of the adopted codes as follows:

SECTION 100 - ADOPTED CODES

100.10 Adopted codes. The following nationally recognized codes are hereby adopted by Carson City, together with the supplements, listed changes, additions and deletions as noted below:

1. 2012 Edition, International Building Code ("IBC"), chapters 2 through 34 and Appendices C, H, I and J as amended.
2. 2012 Edition, Uniform Plumbing Code ("UPC"), chapters 2 through 17 and IAPMO Installation Standards and Appendices A, B, C, D, E, G, H, I, J, K and L.
3. 2012 Edition, International Residential Code ("IRC"), chapters 2 through 43 and Appendices A, B, C, G, H, J and K as amended.
4. 2012 Edition, Uniform Mechanical Code ("UMC"), chapters 2 through 17 and Appendices B, C and F as amended.
5. 2012 Edition, International Mechanical Code ("IMC"), chapters 2 through 15 and Appendix A.
6. 2011 Edition, National Electrical Code ("NEC").
7. ~~2009~~ 2012 Edition, International Energy Conservation Code, ("IECC").
8. 2012 International Property Maintenance Code, ("IPMC"), chapters 2 through 7.
9. 2012 International Existing Building Code, ("IEBC"), chapters 1 through 15.
10. 2012 International Fuel Gas Code, ("IFGC"), chapters 2 through 7 and Appendices A, B and C.
11. 2012 International Swimming Pool and Spa Code, (ISPSA), chapters 2 through 11.
12. 2012 Northern Nevada Amendments.
13. ~~2011~~ 2015 Northern Nevada Energy Code Amendments.

100.20 Definition of words and terms. As used in the adopted codes and sections 100.010 to 116.10, inclusive, of the Carson City Code.

1. "Jurisdiction" and other similar terms shall be construed to mean Carson City.

Part 1—Scope and Application

SECTION 110 - INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The address of the building shall be posted by the contractor in the location designated by the building official.

110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The building official, upon notification, shall make the inspections set forth in Sections 109.3.1 through 109.3.12.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job. Approved property corners shall be in place at time of foundation inspection unless otherwise approved by the building official.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 shall be submitted to the building official.

110.3.4 Exterior shear wall inspection. To be made prior to the application of exterior siding or cover.

110.3.5 Roof Nail Inspection. Roof nail inspection to be made after the roof sheathing is fastened to the roof structural framing components and before the underlay and roof covering is installed. Roof nailing inspections will be done at the discretion of the building official based on diaphragm design and structural straps.

110.3.6 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved. The roof and walls shall be made weather tight prior to frame inspection.

110.3.7 Insulation inspection. Insulation inspection to be made after rough frame, plumbing, mechanical and electrical inspections have been approved.

110.3.8 Lath and gypsum board inspection. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

110.3.9 Fire-resistant assemblies and penetrations. Fire-resistant assemblies and protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

110.3.10 Energy efficiency inspections. Inspections shall be made to determine compliance with [Chapter 13 the current adopted Energy Conservation Code](#) and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

110.3.11 Other inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the building division.

110.3.12 Special inspections. For special inspections, see Section 17.

110.3.13 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

110.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring reinspection fees for the first time a job is rejected for failure to comply with the requirements of the technical codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedules in Section 108.2. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

SECTION II:

The 2015 Northern Nevada Energy Code Amendments, attached as Exhibit A, are hereby included in this ordinance

PROPOSED this _____ day of _____ 2016.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2016.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ of
_____, 2016

2015 NORTHERN NEVADA ENERGY CODE AMENDMENTS

2012 INTERNATIONAL ENERGY CONSERVATION CODE

Published by the Northern Nevada Chapter of the International Code Council:

November 2, 2015

ABC
240 S Rock Blvd.
Suite121
Reno, NV 89502

AGC
5400 Mill Street
Reno, NV 89502

BANN
5484 Corporate Dr.
Suite 100
Reno, NV 89511

Carson City
108 E Proctor Street
Carson City, NV 89701

City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

City of Reno
1 E First Street
Reno, NV 89501

City of Sparks
431 Prater Way
Sparks, NV 89431

Lyon County
27 S Main Street
Yerington, NV 89447

Nevada Builders Alliance
806 Randell Dr.
Carson City, NV 89701

Northern Nevada ASHRAE
P.O. Box 21195
Reno, NV 89515

Storey County
110 Toll Road
Virginia City, NV 89440

Washoe County
1001 E. Ninth Street
Reno, NV 89512

PREFACE

This document comprises the Northern Nevada Amendments to the following codes:

2012 International Energy Conservation Code as published by the International Code Council.

It was created by the organizations listed on the cover page with the support of the Northern Nevada Chapter of the International Code Council as a document to be adopted by reference. These provisions are not code unless adopted and codified by governmental jurisdictions. This document is available to be adopted as code by any jurisdiction without permission or approval from the organizations listed.

To obtain copies of this document, please contact the Northern Nevada Chapter of the International Code Council at PO Box 2481 Reno, NV 89505 or visit n nicc.org.

Note: Deleted language has been ~~stricken through~~.
Added language has been underlined.

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2012 International Energy Conservation Code

IECC – Commercial Provisions

Section C102.1.1 Above code programs.

Amend section C102.1.1 to read as follows:

C102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program to exceed the energy efficiency required by this code. Programs seeking approval must submit all requested supporting documentation, including program guidelines, protocols, calculations and program simulation performance software, if applicable, to the NNICC and/or jurisdictions for review for use as acceptable software. Buildings *approved* in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as “mandatory” in Chapter 4 shall be met.

Section C202 Definitions.

Amend section C202 to include the following definitions:

AIR CURTAIN. A device, installed at the building entrance, that generates and discharges a laminar air stream intended to prevent the infiltration of external, unconditioned air into the conditioned spaces, or the loss of interior, conditioned air to the outside.

CASINO. A structure that houses a business with a Non-restricted Gaming License from the Nevada Gaming Commission and State Gaming Control Board. It includes the gaming area(s) as well as the adjacent area(s) within the building envelope.

CASINO GAMING AREA. The space within a *casino* wherein gaming is conducted. The gaming area shall also include accessory uses within the same room(s) as, or substantially open to the gaming floor(s). Such areas shall include, but not be limited to lobbies, balconies, public circulation areas, assembly areas, restaurants, bars, lounges, food courts, retail spaces, mezzanines, convention pre-function areas, cashiers’ cages, players’ clubs, customer support, conservatories and promenades that share the same atmosphere, spillover lighting and theme lighting with the adjacent gaming floor area.

For accessory areas situated on the perimeter of the gaming floor to be considered substantially open, the walls(s) or partitions(s) separating an accessory space from the gaming area must be a minimum of 50% open, as measured from the interior side of the accessory space, with no doors, windows and other obstructions, other than roll up security grills, installed within the opening.

LUMINAIRE. A complete lighting unit consisting of a light source, such as a lamp or lamps, together with parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source, ballast, or distribute the light. A lampholder itself is not a luminaire.

OCCUPANT SENSOR (LIGHTING). A device that detects the presence or absence of people within an area and causes lighting to be regulated accordingly. The term “occupant sensor” applies to a device that controls indoor lighting systems. When the device is used to control outdoor lighting systems, it is defined as a motion sensor. This definition also applies to “occupancy sensor” and “occupant-sensing device”.

Section C402.4. Air leakage (Mandatory).

Amend Section C402.4 to read as follows:

C402.4. Air leakage (Mandatory). The thermal envelope of buildings shall comply with Sections C402.4.1 through C402.4.98.

Section C402.4.7 Vestibules.

Add the following exception to C402.4.7:

7. Doors that have an air curtain with a velocity of not less than 6.56 feet per second (2 m/s) at the floor that have been tested in accordance with ANSI/AMCA 220 and installed in accordance with manufacturer’s instructions. Manual or automatic controls shall be provided that will operate the air curtain with the opening and closing of the door. Air curtains and their controls shall comply with Section C408.2.3.

Section C402.4.9 Air curtains.

Add the following section to C402.4:

C402.4.9 Air curtains. Where doorway, passageway or pass-thru openings in the building thermal envelope are intended to be normally opened to the exterior environment, an approved air curtain tested in accordance with ANSI/AMCA 220 shall be used to separate conditioned air from the exterior.

Section C408.2 Mechanical systems commissioning and completion requirements.

Amend section C408.2 to read as follows:

C408.2 Mechanical systems commissioning and completion requirements. Prior to

passing the final mechanical inspection, the registered design professional shall provide evidence of mechanical systems commissioning and completion in accordance the provisions of this section.

A properly licensed contractor that is the designer and has prepared the mechanical or plumbing drawing for the project may perform the commissioning as required in C408.2.1 and C408.2.4 of this code. The contractor shall be required to carry insurance in the form of Professional Liability or Error and Omissions Insurance.

Construction document notes shall clearly indicate provisions for commissioning and completion requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the owner and made available to the code official upon request in accordance with sections C408.2.4 and C408.2.5.

Exception: The following systems are exempt from the commissioning requirements:

1. Mechanical systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140 690 W) cooling capacity and 600,000 Btu/h (175 860 W) heating capacity.
2. Systems included in section C403.3 that serve dwelling units and sleeping units in hotels, motels, boarding houses or similar units.

Section C408.2.5 Documentation requirements.

Amend section C408.2.5 to read as follows:

C408.2.5 Documentation requirements. The construction documents shall specify that the documents described in this section be provided to the building owner ~~within 90 days of the date of~~ and the Building Official prior to receipt of the Certificate of Occupancy.

Chapter 5 Referenced Standards

Add the following reference standards to Chapter 5:

IAPMO International Association of Plumbing & Mechanical Officials
5001 E. Philadelphia Street
Ontario, CA 91761

Standard reference number	Title	Reference in code section number
UMC-2012	Uniform Mechanical Code®	C201.3, C303.2, C402.2.10, C403.2.2, C403.5
UPC-2012	Uniform Plumbing Code®	C201.3

IECC – Residential Provisions

Section R102.1.1 Above code programs.

Amend section R102.1.1 to read as follows:

R102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program to exceed the energy efficiency required by this code. Programs seeking approval must submit all requested supporting documentation, including program guidelines, protocols, calculations and program simulation performance software, if applicable, to the NNICC and/or jurisdictions for review for use as acceptable software. Buildings *approved* in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as “mandatory” in Chapter 4 shall be met.

Section R401.3 Certificate.

Amend section R401.3 to read as follows:

R401.3 Certificate. (Mandatory) ~~A permanent~~ The builder shall provide to the owner a certificate shall be completed and posted on or near the electrical distribution panel by the builder or registered design professional approved by the jurisdiction. ~~The certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels.~~ The certificate shall list the predominant *R*-values of insulation installed in or on ceiling/roof, walls, foundation (slab, *basement wall*, crawlspace wall and/or floor) and ducts outside conditioned spaces; *U*-factors for fenestration and solar heat gain coefficient (SHGC) of fenestration, and the results from any required duct system and building envelope air leakage testing done on the building. Where there is more than one value for each component, the certificate shall list the value covering the largest area. The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment. ~~Where a gas fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall list “gas fired unvented room heater,” “electric furnace” or “baseboard electric heater,” as appropriate. An efficiency shall not be listed for gas fired unvented room heaters, electric furnaces or electric baseboard heaters.~~

Section R402.4.1.2 Testing.

Amend section R402.4.1.2 to read as follows:

R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour ~~in Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8.~~ Testing shall be conducted with a blower door at a pressure of 0.2 inches w.g. (50 Pascal’s). Where required by the *code official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*. Testing

shall be performed at any time after creation of all penetrations of the *building thermal envelope*.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weather-stripping or other infiltration control measures;
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures;
3. Interior doors, if installed at the time of test, shall be open;
4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling systems, if installed at the time of test, shall be turned off; and supply and return registers, if installed at the time of test, shall be fully open.

Section R403.2.2 Sealing (Mandatory).

Amend section R403.2.2 to read as follows:

R403.2.2 Sealing (Mandatory). Ducts air handlers and filter boxes shall be sealed. Joints and seams shall comply with either the International Mechanical Code or International Residential Code, as applicable.

Exceptions:

1. Air-impermeable spray foam products shall be permitted to be applied without additional joint seals.
2. Where a duct connection is made that is partially inaccessible, three screws or rivets shall be equally spaced on the exposed portion of the joint so as to prevent a hinge effect.
3. Continuously welded and locking type longitudinal joints and seams in ducts operating at static pressures less the 2 inches of water column (500 pa) pressure classification shall not require additional closure systems.

Duct tightness shall be verified by either of the following:

1. Postconstruction test: Total leakage shall be less than or equal to ~~4 cfm (113.3 L/min)~~ 6 cfm (169.9 L/Min) or Total leakage to outside shall be less than or equal to 4 cfm (113.3 L/Min) per 100 square feet (9.29M2) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.
2. Rough-in test: Total leakage shall be less than or equal to ~~4 cfm (113.3 L/min)~~ 6 cfm (169.9 L/Min) per 100 square feet (9.29M2) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the

manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to ~~3 cfm at (85 L/min)~~ 5 cfm (141.6 L/Min) per 100 square feet (9.29 m²) of the conditioned floor area.

Exception: The total leakage test is not required for ducts and air handlers located entirely within the building thermal envelope.

Section R403.5 Mechanical ventilation (Mandatory).

Amend section R403.5 to read as follows:

Section R403.5 Mechanical ventilation (Mandatory). The building (dwelling) shall be provided with ventilation that meets one of the following requirements: ~~of International Residential Code or International Mechanical Code, as applicable, or with other~~

1. Mechanical ventilation rate shall provide outdoor air as calculated using the following formula; $[0.01 \times \text{CFA} + 7.5 \times (\text{N}_{\text{br}} + 1)]$ where: CFA = conditioned floor area, N_{br} = number of bedrooms;
2. Minimum outdoor air ventilation rate may be achieved by using 2012 IRC table M1507.3.3(1); or
3. Other approved means of ventilation using ASHRAE 62.2-2013.

The mechanical system shall have a readily accessible on-off control switch allowing control of the mechanical system. Utilization of outside air temperature sensors, carbon dioxide sensors, humidity sensors, motion sensors or similar interment controls to activate the outside air mechanical equipment is permitted. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not working.

Section R406 Energy Rating Index Compliance.

Add following section R406 to Chapter 4:

SECTION R406 ENERGY RATING INDEX COMPLIANCE ALTERNATIVE

R406.1 Scope. This section establishes criteria for compliance using an Energy Rating Index (ERI) analysis.

R406.2 Mandatory requirements. Compliance with this section requires that the mandatory provisions identified in Sections R401.2 and R403.5.3 be met. The building thermal envelope shall be greater than or equal to levels of efficiency and Solar Heat Gain Coefficient in Table 402.1.2 or 402.1.4 of the 2009 International Energy Conservation Code.

Exception: Supply and return ducts not completely inside the building thermal envelope

shall be insulated to a minimum of R-6.

R406.3 Energy Rating Index. The Energy Rating Index (ERI) shall be a numerical integer value that is based on a linear scale constructed such that the ERI reference design has an Index value of 100 and a residential building that uses no net purchased energy has an Index value of 0. Each integer value on the scale shall represent a 1-percent change in the total energy use of the rated design relative to the total energy use of the ERI reference design. The ERI shall consider all energy used in the residential building.

R406.3.1 ERI reference design. The ERI reference design shall be configured such that it meets the minimum requirements of the 2006 International Energy Conservation Code prescriptive requirements.

The proposed residential building shall be shown to have an annual total normalized modified load less than or equal to the annual total loads of the ERI reference design.

R406.4 ERI-based compliance. Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal to 63.

R406.5 Verification by approved agency. Verification of compliance with Section R406 shall be completed by an approved third party.

R406.6 Documentation. Documentation of the software used to determine the ERI and the parameters for the residential building shall be in accordance with Sections R406.6.1 through R406.6.3.

R406.6.1 Compliance software tools. Documentation verifying that the methods and accuracy of the compliance software tools conform to the provisions of this section shall be provided to the code official.

R406.6.2 Compliance report. Compliance software tools shall generate a report that documents that the ERI of the rated design complies with Sections R406.3 and R406.4. The compliance documentation shall include the following information:

1. Address or other identification of the residential building.
2. An inspection checklist documenting the building component characteristics of the rated design. The inspection checklist shall show results for both the ERI reference design and the rated design, and shall document all inputs entered by the user necessary to reproduce the results.
3. Name of individual completing the compliance report.
4. Name and version of the compliance software tool.

Exception: Multiple orientations. Where an otherwise identical building model is offered in multiple orientations, compliance for any orientation shall be permitted by documenting that the building meets the performance requirements in each of the four (north, east, south and west) cardinal orientations.

R406.6.3 Additional documentation. The code official shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the ERI reference design.
2. A certification signed by the builder providing the building component characteristics of the rated design.
3. Documentation of the actual values used in the software calculations for the rated design.

R406.7 Calculation software tools. Calculation software, where used, shall be in accordance with Sections R406.7.1 through R406.7.3.

R406.7.1 Minimum capabilities. Calculation procedures used to comply with this section shall be software tools capable of calculating the ERI as described in Section R406.3, and shall include the following capabilities:

1. Computer generation of the ERI reference design using only the input for the rated design. The calculation procedure shall not allow the user to directly modify the building component characteristics of the ERI reference design.
2. Calculation of whole building, as a single zone, sizing for the heating and cooling equipment in the ERI reference design residence in accordance with Section R403.7.
3. Calculations that account for the effects of indoor and outdoor temperatures and part-load ratios on the performance of heating, ventilating and air-conditioning equipment based on climate and equipment sizing.
4. Printed code official inspection checklist listing each of the rated design component characteristics determined by the analysis to provide compliance, along with their respective performance ratings.

R406.7.2 Specific approval. Performance analysis tools meeting the applicable sections of Section R406 shall be approved. Tools are permitted to be approved based on meeting a specified threshold for a jurisdiction. The code official shall approve tools for a specified application or limited scope.

R406.7.3 Input values. When calculations require input values not specified by Sections R402, R403, R404 and R405, those input values shall be taken from an approved source.

Chapter 5 Referenced Standards

Add the following reference standards to Chapter 5:

IAPMO International Association of Plumbing & Mechanical Officials
5001 E. Philadelphia Street
Ontario, CA 91761

Standard reference number	Title	Reference in code section number
UMC-2012	Uniform Mechanical Code®	R201.3, R303.2, R402.2.10, R403.2.2, R403.5
UPC-2012	Uniform Plumbing Code®	R201.3



755 North Rook Street, Suite 202
Carson City, NV 89701
Office: (775) 687-1850
Fax: (775) 687-1869

NEVADA GOVERNOR'S OFFICE OF ENERGY

December 3, 2015

Mr. Mark Miranda
City of Sparks, Building & Safety
431 Prater Way
Sparks, NV 89431

Dear Mr. Miranda;

Please accept this letter as the Governor's Office of Energy (GOE) acknowledgement of amendments to the 2012 International Energy Conservation Code (IECC) developed by the Northern Nevada Chapter of the International Code Council. GOE has determined that these proposed amendments either meet or exceed the 2012 IECC and therefore are found to be acceptable.

As you are aware, GOE adopted the 2012 IECC as the statewide minimum standard for the conservation of energy and energy efficiency in buildings effective July 1, 2015. However, the governing body of a local government that is authorized by law to adopt and enforce a building code may make amendments to the Code, which will not materially lessen the effective energy savings requirements of the Code and are deemed necessary to support Code compliance and enforcement, pursuant to NRS 701.220.

The proposed code amendments were reviewed by appointed energy code councils, local building officials, building inspectors, energy raters, engineers and builders. The results of the review process are incorporated into the proposed code amendments.

GOE staff participated in the Northern Nevada ICC 2012 IECC Committee meetings to increase understanding of the code amendments being considered. GOE reviewed the revisions and solicited comments regarding the adoption of the energy code amendments and based on the comments received, it was determined that it will not reduce the effective energy savings requirements and also support effective compliance and enforcement of the Code.

Thank you for the opportunity to participate in this important process. If you have any questions, please contact Deana Cotroneo, Management Analyst at (775) 687-1850, extension 7320.

Best regards,

A handwritten signature in black ink, appearing to read "Angie Dykema".

Angie Dykema
Director

Enclosure NRS 701.220



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Shawn Keating

Agenda Title: For Possible Action: To adopt, Bill No. 102, on second reading, Ordinance No. _____, an ordinance amending the Carson City Municipal Code Title 15, Buildings and Construction, Chapter 15.05 Building Code, Section 15.05.020, Sections 101.4, 109.2 and 110.3.1 to correct technical errors in code section references. (Shawn Keating, skeating@carson.org).

Staff Summary: The proposed language would modify text errors in referencing existing sections of the code.

Agenda Action: Ordinance - Second Reading

Time Requested: 5 minutes

Proposed Motion

I move to adopt Bill No 102, on second reading, Ordinance No. _____, an ordinance amending the Carson City Municipal Code Title 15, Buildings and Construction, Chapter 15.05 Building Code, Section 15.05.020, Sections 101.4, 109.2 and 110.3.1 to correct technical errors in code section references.

Board's Strategic Goal

Safety

Previous Action

The Board of Supervisors introduced the ordinance on January 21, 2016 by a vote 5-0.

Background/Issues & Analysis

In 2013, when these codes were adopted, there were three reference errors in the code.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Title 15.

Financial Information

Is there a fiscal impact? Yes No

If yes, accounts name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

ORDINANCE NO. _____

BILL NO. 102

AN ORDINANCE AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, CHAPTER 15.05, BUILDING CODE, SECTION 15.05.020, SECTION 101.4, 109.2, AND 110.3.1; TO CORRECT TECHNICAL ERRORS IN CODE SECTION REFERENCES.

THE BOARD OF SUPERVISORS OF CARSON CITY DO ORDAIN:

SECTION I:

That Section 15.05.020 of the Carson City Municipal Code is hereby amended as follows:

SECTION 101 - GENERAL

101.1 Title. These regulations shall be known as the Building Code of Carson City, hereinafter referred to as "this code."

Any duty created by this code or based on this code runs to the public, and no private cause of action is created by a breach of such duty. No document, certificate, inspection or approval given pursuant to this code may be construed to be a representation or warranty of any kind, including without limitation a representation or warranty that a building or structure is complete, that it is in compliance with this code or any other law, that it was inspected, that it is safe or ready for occupancy or that it meets any particular degree of quality of workmanship. The amount and quality of inspection and other services provided is discretionary with the building official and may vary in response to the amount of staff, their work load, training and experience, funding and other pertinent factors affecting whether and how inspection is made or whether any hazard, deficiency or similar matter is observed.

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.46 4.6 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the International Fuel Gas Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the International Mechanical Code and the Uniform Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The plumbing provisions of the Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water of sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. The provisions of the International Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the International Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

SECTION 109 - FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Determination of permit fees.

1. Except as otherwise provided in this section the amount of the fee for the issuance of a permit shall be determined as follows:
 - a. Except as otherwise provided in section ~~109.3~~ 109.3, the Building Official shall estimate the total value of the project for which the permit is to be issued pursuant to the most recently published February version of the Building Valuation Data table, as published by the International Code Council in the publication "Building Safety Journal";
 - b. The Building Official shall multiply the estimated total value of the project by:
 - a. For a residential project, .015; or
 - b. For a non-residential project; .01.
2. The amount of the fee for the issuance of a permit for residential construction project in which a standard plan will be used for more than one project in the same subdivision shall be determined as follows:
 - a. For the first project to be constructed pursuant to the plan, pursuant to the method for determining the fee set forth in subsection 1; and
 - b. For the second and each subsequent project to be constructed pursuant to the plan, multiplying the amount of fee determined pursuant to subsection 1 by eighty percent (80%).
3. Forty percent (40%) of the fee determined pursuant to this section shall be due upon the submission of the plan to the Building Official for plan review and processing. The remaining sixty percent (60%) of the fee determined pursuant to this section shall be due prior to the issuance of a permit.
4. The minimum permit fee shall be \$65.00.
5. If a project requires inspection outside the time of ordinary business hours, reinspection pursuant to the provisions of Section 109.7, an inspection for which no fee is otherwise specified, additional plan review required by changes, additions or revisions to plans or the use of outside consultations for plan review or inspection, the fee for such services shall be determined pursuant to the following schedule:

OTHER INSPECTIONS	FEEES
1. Inspection outside of normal business hours (Minimum charge—two hours)	\$65.00 per hour*
2. Reinspection fees assessed under provisions of Section 1010.7	\$65.00 per hour*
3. Inspections for which no fee is specifically indicated (Minimum charge—one-half hour)	\$65.00 per hour*
4. Additional plan review required by changes, additions or revisions to plans (Minimum charge—one-half hour)	\$65.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both actual costs**	

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

6. The fee for the review of a grading plan and the fee for the issuance of a grading permit shall be determined pursuant to the following schedule:

GRADING PLAN REVIEW FEES¹

50 cubic yards (38.2 m ³) or less	No fee
51 to 100 cubic yards (40 to 76.5 m ³)	\$23.50
101 to 1,000 cubic yards (77.2 to 764.6 m ³)	\$37.00
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m ³)	\$49.25
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m ³)	\$49.25 for the first 10,000 cubic yards (7,645.5 m ³), plus \$24.50 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof
100,001 to 200,000 cubic yards (76,456 to 152,911 m ³)	\$269.75 for the first 100,000 cubic yards (76,455 m ³), plus \$13.25 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof

200,001 cubic yards (152,912 m ³) or more	\$402.25 for the first 200,000 cubic yards (152,911 m ³), plus \$7.25 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof
OTHER FEES	
Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed, per hour	\$65.00

1. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

GRADING PERMIT FEES¹

50 cubic yards (38.2 m ³) or less	\$23.50
51 to 100 cubic yards (40 to 76.5 m ³)	\$37.00
101 to 1,000 cubic yards (77.2 to 764.6 m ³)	\$37.00 for the first 100 cubic yards (76.5 m ³), plus \$17.50 for each additional 100 cubic yards (76.5 m ³) or fraction thereof
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m ³)	\$194.50 for the first 1,000 cubic yards (764.6 m ³), plus \$14.50 for each additional 1,000 cubic yards (764.6 m ³) or fraction thereof
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m ³)	\$325.00 for the first 10,000 cubic yards (7,645.5 m ³), plus \$66.00 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof
100,001 yards (76,456 m ³) or more	\$919.00 for the first 100,000 cubic yards (76,455 m ³), plus \$36.50 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof
OTHER INSPECTIONS	FEES
1. Inspections outside of normal business hours, per hour (minimum charge—two hours)	\$85.00

2. Reinspection per hour (minimum charge—one-half hour)	\$65.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour)	\$65.00

1. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding of not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

109.7 Disaster Relief. After the occurrence of a natural disaster which results in the declaration of a major disaster by the Carson City board of supervisors, the building official may waive, reduce or rebate fees which would be due or which have been paid for permits, reviews or inspections, if the application or plans being submitted or the work being done results directly from the natural disaster.

SECTION 110 - INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The address of the building shall be posted by the contractor in the location designated by the building official.

110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The building official, upon notification, shall make the inspections set forth in Sections ~~109.3.1~~ 110.3.1 through ~~109.3.12~~ 110.3.13.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job. Approved property corners shall be in place at time of foundation inspection unless otherwise approved by the building official.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 shall be submitted to the building official.

110.3.4 Exterior shear wall inspection. To be made prior to the application of exterior siding or cover.

110.3.5 Roof Nail Inspection. Roof nail inspection to be made after the roof sheathing is fastened to the roof structural framing components and before the underlay and roof covering is installed. Roof nailing inspections will be done at the discretion of the building official based on diaphragm design and structural straps.

110.3.6 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved. The roof and walls shall be made weather tight prior to frame inspection.

110.3.7 Insulation inspection. Insulation inspection to be made after rough frame, plumbing, mechanical and electrical inspections have been approved.

110.3.8 Lath and gypsum board inspection. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

110.3.9 Fire-resistant assemblies and penetrations. Fire-resistant assemblies and protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

110.3.10 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

110.3.11 Other inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the building division.

110.3.12 Special inspections. For special inspections, see Section 17.

110.3.13 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

PROPOSED this _____ day of _____ 2016.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2016.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ of
_____, 2016

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 02/04/16

Staff Contact: Nancy Paulson , Chief Financial Officer (npaulson@carson.org)

Agenda Title: For Possible Action: To accept the report on the condition of each fund in the treasury and the statements of receipts and expenditures through January 22, 2016 per NRS 251.030 and NRS 354.290.

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

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to accept the report on the condition of each fund in the treasury and the statements of receipts and expenditures through January 22, 2016 per NRS 251.030 and NRS 354.290.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

A "Statement of Cash Receipts and Disbursements" is attached indicating the beginning balance, receipts, disbursements, and the ending balance of each cash account for every fund in the City as of January 22, 2016.

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS 251.030, NRS 354.290

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
CITY OF CARSON CITY
AS OF 01-22-2016**

FUND	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101 GENERAL FUND	7,122,451.65	1,988,744.91	3,340,016.89	5,771,179.67
201 AIRPORT	0.07	-	-	0.07
202 COOPERATIVE EXTENSION	280,271.88	11,762.89	2,789.25	289,245.52
208 SUPPLEMENTAL INDIGENT	645,715.42	115.82	340,725.74	305,105.50
210 CAPITAL PROJECTS	522,500.65	50.36	29,424.43	493,126.58
215 SENIOR CITIZENS	175,367.89	253.80	19,729.84	155,891.85
225 CARSON CITY TRANSIT FUND	415,834.07	1,452.00	23,330.23	393,955.84
230 LIBRARY GIFT	113,917.67	-	3,131.08	110,786.59
236 ADMINISTRATIVE ASSESSMENT	74,517.14	-	-	74,517.14
240 TRAFFIC/TRANSPORTATION	7,530.06	-	1,814.66	5,715.40
245 CAMPO	34,192.94	28,763.02	28,763.02	34,192.94
250 REGIONAL TRANSPORTATION	482,960.35	34,994.40	368,101.47	149,853.28
253 V&T SPEC. INFRASTRUCTURE	62,863.70	-	-	62,863.70
254 QUALITY OF LIFE	1,243,303.53	2,634.72	156,749.89	1,089,188.36
256 STREET MAINTENANCE	204,128.87	349,134.00	373,410.60	179,852.27
257 INFRASTRUCTURE TAX	11,775,852.20	10.00	853,980.00	10,921,882.20
275 GRANT FUND	(62,485.38)	105,580.67	208,371.54	(165,276.25) 1
280 COMMISSARY FUND	94,717.33	-	13,923.57	80,793.76
287 911 SURCHARGE	472,251.64	365.21	8,649.10	463,967.75
340 EXTRAORDINARY MAINTENANCE	16,067.00	-	-	16,067.00
350 RESIDENTIAL CONSTRUCTION	151,245.12	3,000.00	1,000.00	153,245.12
410 DEBT SVC - CARSON CITY	(365,690.24)	400,000.00	-	34,309.76
501 AMBULANCE	376,233.70	311.00	103,910.43	272,634.27
505 STORMWATER DRAINAGE	96,322.96	76,338.44	16,799.38	155,862.02
510 SEWER OPERATION	6,989,712.45	581,075.34	184,250.30	7,386,537.49
520 WATER	3,003,446.66	519,849.71	386,368.24	3,136,928.13
525 BUILDING PERMITS	247,405.11	43,236.04	20,624.65	270,016.50
530 CEMETERY	166,684.07	-	7,543.84	159,140.23
560 FLEET MANAGEMENT	940,902.15	63,684.19	72,889.77	931,696.57
570 GROUP MEDICAL INSURANCE	99,728.67	343,950.01	606,456.10	(162,777.42) 2
580 WORKERS COMPENSATION INS.	3,075,810.75	59,828.88	44,989.29	3,090,650.34
590 INSURANCE FUND	1,476,669.75	1,971.13	10,405.06	1,468,235.82
602 REDEVELOPMENT: ADMINIST.	265,891.08	-	5,395.49	260,495.59
603 REDEVELOPMENT: REVOLVING	806,244.91	-	1,875.00	804,369.91
604 REDEVELOPMENT: TAX INCRE.	521,992.04	-	-	521,992.04
730 SCHOOL DEBT SERVICE	9,398,750.56	433.06	44.61	9,399,139.01
740 TOURISM AUTHORITY	1,299,153.82	-	26,344.02	1,272,809.80
748 SCHOOL OPERATING FUND	1,415,424.24	755.33	1,415,502.05	677.52
749 TRICOUNTY RAILWAY COMMISS	388,282.81	33,660.97	30.13	421,913.65
750 STATE OF NEVADA	950,350.51	256.21	950,534.15	72.57
752 RANGE IMPROVEMENT	131.70	-	-	131.70
754 SIERRA FOREST FIRE PROT	459.49	2.67	-	462.16
756 EAGLE VALLEY WTR DIST	4,989.04	1.13	4,989.04	1.13
760 SUB-CONSERVANCY DISTRICT	(36,164.09)	37,816.29	18,460.39	(16,808.19) 1
765 FISH AND GAME FUND	2,961.81	-	-	2,961.81
770 FORFEITURE ACCOUNT	27,551.79	-	-	27,551.79
793 CONTROLLER TRUST FUND	8,503.39	-	195.93	8,307.46
GRAND TOTAL - 47 FUNDS	54,994,952.93	4,690,032.20	9,651,519.18	50,033,465.95

1. Timing differences - waiting for reimbursements and some revenues for the month of January have not been posted.

2. Payroll transfer for group insurance has not been posted.

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Nancy Paulson, Chief Financial Officer (npaulson@carson.org)

Agenda Title: For Possible Action: Action to approve the application to remove the uncollectible accounts receivable specified in the application from the records of the Ambulance Fund for a total amount of \$335,765.84 in uncollectible accounts receivable.

Staff Summary: NRS 354.256 requires that the Controller apply to the Board for permission to remove uncollectible accounts receivable from the records of the County.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve the application to remove the uncollectible accounts receivable specified in the application from the records of the Ambulance Fund for a total amount of \$335,765.84 in uncollectible accounts receivable.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

NRS 354.256 requires that the Controller apply to the Board for permission to remove uncollectible accounts receivable from the records of the County.

There presently exists a number of accounts receivable on the records of the Ambulance Fund which are deemed to be uncollectible. These accounts were worked by Wittman Enterprises, the ambulance contractor. Wittman used all reasonable collection efforts available to them to obtain these funds. Most of the uncollectible amounts are due from transient individuals with no income or assets, or from people who are deceased or bankrupt. The unpaid amounts will remain on the credit records of the debtors for seven years.

A listing of the accounts deemed uncollectible is attached including amounts, ambulance run number, incident number, the date of the incident and the reasons indicating why the debt is uncollectible. The total involved is \$335,765.84. These accounts were sent to collection agencies from July 1, 2015 through December 31, 2015.

Staff hereby applies for permission to remove the accounts listed on the attached documents from the records of the Ambulance Fund.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 354.256

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Uncollectible/ Bad Debt: Write-off

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: \$335,765.84, currently we have a budgeted write-off of \$1,000,000.

Alternatives

- 1) Reject Application
- 2) Mod Application

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
08/07/14	239369	145190	\$1,128.00	no response
02/23/15	58781	151405	\$250.00	ins pd no response
12/18/14	390397	148608	\$193.00	no response
02/08/15	42584	151038	\$1,496.00	no response
01/15/15	16956	150386	\$1,059.00	no response
10/16/14	318773	147013	\$134.08	medicare pd no response
02/11/15	47566	151119	\$686.48	ins pd no response
12/22/14	410593	148701	\$1,200.00	no response
01/29/15	33896	150776	\$393.00	no response
01/21/15	21674	150578	\$227.60	ins pd no response
01/22/15	21686	150619	\$207.20	ins pd no response
09/21/14	289103	146406	\$247.00	no response
03/13/15	83236	151881	\$495.00	mail return
01/08/15	5648	150199	\$134.73	ins pd no response
12/13/14	386493	148478	\$92.47	medicare pd no response
12/04/14	375068	148269	\$1,190.00	no response
02/12/15	49547	151142	\$100.31	medicare pd no response
08/26/14	261699	145688	\$79.74	medicare pd no response
02/19/15	56160	151306	\$1,036.00	no response
02/17/15	52058	151250	\$1,148.00	no response
02/17/15	52065	151269	\$1,700.00	no response
02/06/15	42554	150988	\$1,230.00	no response
02/26/15	64606	151500	\$1,036.00	no response
02/25/15	62521	151471	\$494.00	ins pd no response
01/31/15	33919	150827	\$1,277.00	no response
02/18/15	52075	151283	\$1,246.00	no response
02/18/15	66463	151294	\$1,746.00	no response
02/02/15	36121	150894	\$91.30	medicare pd no response
02/14/15	49579	151193	\$77.97	no response
03/02/15	68317	151606	\$393.00	no response
02/05/15	40154	150956	\$1,345.00	no response
12/16/14	388368	148544	\$1,190.00	no response
12/30/14	405454	148903	\$1,059.00	no response
02/01/15	34819	150866	\$1,912.00	no response
12/28/14	402310	148852	\$1,269.00	no response
09/19/14	289055	146341	\$1,059.00	no response
02/06/15	42548	150982	\$1,128.00	no response
02/21/15	58757	151372	\$1,128.00	no response
02/02/15	36124	150898	\$1,647.00	no response
02/13/15	49557	151166	\$76.23	medicare pd no response
02/16/15	50525	151229	\$94.35	medicare pd no response
03/17/15	84116	151963	\$92.17	medicare pd no response
01/13/15	14968	150353	\$1,161.00	no response
02/02/15	36118	150888	\$1,184.00	no response
02/22/15	58767	151377	\$1,167.00	no response
11/17/14	354480	147845	\$126.55	medicare pd no response
02/15/15	50518	151210	\$1,514.00	no response
12/12/14	386485	148454	\$1,059.00	no response
02/13/15	49588	151173	\$1,233.00	no response
02/28/15	66103	151552	\$393.00	no response
01/27/15	27072	150734	\$1,296.00	no response
03/07/15	75347	151733	\$393.00	no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
02/01/15	34830	150881	\$1,128.00	no response
12/07/14	383659	148337	\$1,771.00	no response
02/09/15	45694	151056	\$1,082.00	no response
10/11/14	310476	146912	\$48.26	medicare pd no response
12/26/14	400628	148818	\$1,279.00	no response
03/26/15	98898	152226	\$78.26	medicare pd no response
10/08/14	307148	146822	\$341.20	ins pd no response
01/18/15	19425	150489	\$319.08	ins pd no response
03/27/15	98921	152260	\$95.08	medicare pd no response
12/31/14	405463	148939	\$15.80	medicare pd no response
12/17/14	388375	148577	\$200.00	ins pd no response
03/26/15	98900	152237	\$78.56	medicare pd no response
03/01/15	68290	151581	\$142.18	ins pd no response
07/03/14	201816	144287	\$494.40	ins pd no response
06/13/14	176502	143781	\$87.93	ins pd no response
03/25/15	98880	152210	\$92.61	medicare pd no response
02/11/15	47475	151114	\$271.60	ins pd no response
03/02/15	68308	151598	\$1,522.00	no response
03/04/15	70104	151666	\$1,253.00	no response
03/01/15	68296	151589	\$1,399.00	no response
03/04/15	70101	151667	\$1,184.00	no response
03/04/15	70092	151661	\$1,335.00	no response
01/03/15	34459	150829	\$1,082.00	no response
03/21/15	94619	152081	\$1,292.00	no response
03/16/15	83268	151940	\$1,315.00	no response
03/21/15	94621	152076	\$1,700.00	no response
03/10/15	78613	151807	\$1,576.00	no response
03/10/15	78619	151791	\$1,082.00	no response
01/01/15	2460	150019	\$80.30	medicare pd no response
04/01/15	109415	152388	\$1,292.00	no response
01/15/15	16969	150405	\$1,387.00	no response
01/26/15	27049	150703	\$728.70	ins pd no response
01/11/15	10456	150302	\$1,292.00	no response
3/25/2015	98879	152207	\$1,059.00	No response
3/17/2015	84126	151974	\$1,555.00	No response
12/25/2014	399607	148772	\$92.05	medicare pd no response
2/25/2015	62518	151462	\$200.00	ins pd no response
1/7/2015	4248	150177	\$1,190.00	mail return
4/29/2015	139756	153149	\$91.44	medicare pd no response
4/8/2015	117108	152572	\$144.37	ins pd no response
3/27/2015	98924	152266	\$627.96	ins pd no response
4/29/2015	139755	153145	\$1,634.00	No response
3/28/2015	98933	152292	\$1,148.00	No response
3/22/2015	94646	152118	\$1,190.00	No response
11/23/2014	364366	147987	\$93.76	medicare pd no response
3/28/2015	98935	152299	\$1,254.00	mail return
3/28/2015	98934	152297	\$116.74	ins pd no response
4/13/2015	122270	152718	\$95.51	medicare pd no response
1/12/2015	11609	150324	\$1,732.00	No response
4/18/2015	127325	152837	\$94.50	medicare pd no response
4/9/2015	118952	152596	\$51.48	medicare pd no response
3/13/2015	83241	151884	\$94.06	medicare pd no response
3/13/2015	83234	151888	\$144.37	ins pd no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
4/10/2015	120792	152617	\$144.37	ins pd no response
4/18/2015	127336	152849	\$144.37	ins pd no response
4/21/2015	132221	152907	\$144.37	ins pd no response
3/23/2015	94662	152140	\$93.91	medicare pd no response
11/18/2014	354492	147864	\$1,838.00	No response
6/19/2015	210182	154443	\$1,151.00	mail return
3/12/2015	83209	151841	\$100.00	ins pd no response
3/17/2015	84121	151968	\$1,315.00	No response
3/9/2015	76946	151777	\$78.12	medicare pd no response
4/13/2015	122250	152701	\$78.12	medicare pd no response
3/23/2015	94667	152151	\$200.00	ins pd no response
3/3/2015	70073	151625	\$200.00	ins pd no response
3/5/2015	71356	151691	\$78.99	medicare pd no response
12/7/2014	383658	148342	\$150.00	ins pd no response
10/27/2014	328966	147270	\$110.30	ins pd no response
1/8/2015	5647	150203	\$95.51	medicare pd no response
3/26/2015	98884	152225	\$1,269.00	No response
10/10/2014	309089	146885	\$1,167.00	No response
3/14/2015	83247	151897	\$100.00	ins pd no response
4/7/2015	114918	152556	\$96.61	medicare pd no response
4/9/2015	118949	152608	\$96.97	medicare pd no response
2/24/2015	60652	151447	\$1,059.00	No response
3/28/2015	98920	152279	\$94.50	medicare pd no response
4/2/2015	109431	152411	\$93.33	medicare pd no response
3/31/2015	106253	152362	\$1,059.00	No response
3/16/2015	83291	151958	\$1,418.00	No response
3/14/2015	83257	151893	\$80.15	medicare pd no response
4/19/2015	130555	152861	\$94.64	medicare pd no response
1/1/2015	2459	150008	\$250.00	ins pd no response
6/22/2014	191663	144010	\$147.00	ins pd no response
4/1/2015	109418	152389	\$52.50	medicare pd no response
3/27/2015	102267	152261	\$2,021.00	No response
1/9/2015	7793	150228	\$1,356.00	No response
2/18/2015	52090	151295	\$1,315.00	No response
8/21/2014	253596	145555	\$200.00	ins pd no response
2/13/2015	49566	151179	\$1,246.00	No response
3/9/2015	76933	151773	\$94.50	medicare pd no response
1/4/2015	4201	150095	\$96.39	medicare pd no response
9/25/2014	294374	146497	\$82.89	medicare pd no response
3/20/2015	92061	152030	\$1,128.00	No response
3/22/2015	94645	152099	\$1,213.00	No response
8/27/2014	265780	145713	\$1,060.00	No response
4/3/2015	110259	152443	\$94.35	medicare pd no response
3/26/2015	98892	152218	\$133.42	medicare pd no response
3/21/2015	94632	152084	\$87.54	medicare pd no response
04/25/15	136734	153031	\$144.37	ins pd no response
03/27/15	98917	152267	\$1,312.00	No response
04/19/15	130553	152857	\$1,331.00	No response
03/10/12	354232	1216781	\$587.00	No response
04/01/15	106272	152379	\$137.82	ins pd no response
04/03/15	110271	152452	\$1,174.00	No response
04/07/15	114899	152528	\$1,059.00	No response
04/30/15	145539	153166	\$1,167.00	No response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
04/11/15	120786	152647	\$250.00	ins pd no response
04/05/15	112139	152492	\$100.00	ins pd no response
05/20/15	166626	153676	\$177.60	ins pd no response
04/28/15	139733	153128	\$121.10	ins pd no response
04/26/15	138315	153063	\$174.90	ins pd no response
09/11/14	279423	146138	\$1,403.00	ins pd \$596.32 to the member, no response
04/15/15	123796	152766	\$42.31	medicare pd no response
01/22/14	18038	140476	\$601.67	ins and pt paid, no response
04/21/15	132235	152947	\$116.10	ins pd no response
05/25/15	176949	153794	\$78.85	medicare pd no response
05/21/15	168358	153704	\$93.04	medicare pd no response
05/27/15	178595	153853	\$93.04	medicare pd no response
05/18/15	165138	153627	\$79.28	medicare pd no response
05/11/15	158113	153464	\$93.91	medicare pd no response
03/14/15	83254	151907	\$94.50	medicare pd no response
05/10/15	158085	153421	\$99.96	medicare pd no response
05/27/15	178592	153870	\$91.15	medicare pd no response
05/27/15	178582	153859	\$52.50	medicare pd no response
05/08/15	155727	153386	\$81.75	medicare pd no response
10/02/14	303123	146658	\$104.83	medicare pd no response
05/30/15	182618	153930	\$77.83	medicare pd no response
05/15/15	163635	153565	\$663.62	ins pd no response
05/01/15	148750	153198	\$679.78	ins pd no response
05/11/15	158098	153446	\$663.62	ins pd no response
05/18/15	165145	153625	\$695.15	ins pd no response
03/08/15	1575354	151743	\$1,198.00	ins pd no response
12/20/14	396954	148657	\$92.47	medicare pd no response
12/20/14	396955	148663	\$86.36	medicare pd no response
05/25/15	176951	153801	\$93.91	medicare pd no response
04/06/15	114895	152515	\$80.59	medicare pd no response
05/23/15	173134	153753	\$1,680.00	No response
02/26/15	64613	151496	\$1,690.00	No response
04/04/15	110287	152476	\$726.69	ins pd no response
04/30/15	145544	153172	\$1,693.00	No response
04/30/15	145540	153161	\$118.25	medicare pd no response
03/27/15	98936	152265	\$395.40	ins pd no response
10/30/14	336711	147356	\$115.30	ins pd no response
04/30/15	145535	153155	\$93.04	medicare pd no response
05/02/15	148774	153234	\$79.57	medicare pd no response
03/12/15	83211	151843	\$47.33	medicare pd no response
05/17/15	163660	153609	\$195.00	ins pd no response
02/22/15	58792	151392	\$100.00	ins pd no response
04/23/15	134718	152982	\$1,256.80	ins pd no response
04/11/15	120778	152644	\$1,082.00	No response
04/12/15	122231	152680	\$1,082.00	No response
03/05/15	71358	151693	\$1,082.00	No response
05/29/15	182604	153918	\$1,059.00	No response
09/19/14	289057	146337	\$1,657.00	No response
01/03/15	3230	150061	\$1,422.00	No response
01/23/15	23628	150641	\$92.17	medicare pd no response
01/14/15	16952	150380	\$91.59	medicare pd no response
05/01/15	148796	153191	\$135.89	medicare pd no response
11/04/14	352770	147757	\$811.43	ins pd no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
08/25/14	258778	145650	\$1,335.00	No response
03/24/15	98862	152172	\$1,184.00	No response
03/24/15	98883	152181	\$1,254.00	No response
03/27/15	98937	152254	\$1,246.00	No response
03/26/15	98905	152229	\$1,377.00	No response
03/15/15	83282	151927	\$1,703.00	No response
03/31/15	106265	152354	\$1,867.00	No response
03/21/15	94626	152068	\$1,161.00	No response
03/02/15	68306	151603	\$1,082.00	No response
12/07/14	383651	148323	\$1,466.00	No response
02/19/15	56166	151324	\$1,105.00	No response
08/04/15	269513	155774	\$1,512.00	No response
03/03/15	70081	151638	\$1,530.00	No response
04/23/15	148677	152984	\$1,331.00	No response
04/22/15	134703	152951	\$47.99	medicare pd no response
04/10/15	120765	152623	\$52.36	medicare pd no response
04/03/15	110266	152430	\$92.46	medicare pd no response
01/05/15	4221	150126	\$1,036.00	No response
02/19/15	56153	151317	\$1,194.00	No response
04/22/15	134707	152944	\$1,174.00	No response
03/26/15	98896	152247	\$1,105.00	No response
05/22/15	173107	153731	\$137.82	No response
10/27/14	328974	147286	\$520.80	ins pd no response
01/30/15	33908	150807	\$156.26	medicare pd no response
2252015	62514	151473	\$1,121.00	No response
5/30/2015	182617	153926	\$93.77	medicare pd no response
4/25/2015	150163	153020	\$1,376.00	no response
6/28/2015	224498	154672	\$77.68	medicare pd no response
7/2/2015	228158	154784	\$77.68	medicare pd no response
4/24/2015	136715	153008	\$1,174.00	no response
5/8/2015	155728	153388	\$92.61	medicare pd no response
5/25/2015	176954	153796	\$92.17	medicare pd no response
5/26/2015	176976	153826	\$393.00	no response
5/26/2015	176966	153822	\$1,167.00	no response
2/25/2015	62516	151468	\$1,059.00	no response
6/27/2015	221547	154658	\$96.47	medicare pd no response
5/13/2015	161686	153495	\$1,338.00	no response
5/4/2015	150188	153289	\$1,312.00	no response
4/7/2015	114907	152545	\$1,269.00	no response
5/18/2015	165140	153628	\$1,161.00	no response
12/26/2014	400625	148811	\$1,197.00	no response
4/30/2015	145534	153154	\$77.39	medicare pd no response
6/25/2015	219480	154601	\$93.48	medicare pd no response
7/3/2015	229596	154815	\$1,167.00	no response
12/7/2014	383648	148327	\$1,253.00	no response
5/17/2015	163652	153595	\$1,059.00	no response
5/13/2015	161684	153501	\$148.73	ins pd no response
6/23/2015	213705	154558	\$94.06	medicare pd no response
6/3/2015	187198	154017	\$96.97	medicare pd no response
5/15/2015	163637	153567	\$1,642.00	no response
5/30/2014	159687	143459	\$891.00	no response
5/27/2015	178576	153854	\$1,223.00	no response
5/21/2014	153157	143259	\$132.57	medicare pd no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
3/13/2015	83230	151880	\$1,059.00	no response
2/24/2015	60643	151425	\$1,059.00	no response
12/3/2014	375044	148236	\$91.90	medicare pd no response
7/16/2015	245205	155224	\$148.73	ins pd no response
6/20/2015	213670	154493	\$1,936.00	no response
2/13/2015	49587	151158	\$35.00	ins pd no response
5/7/2015	154217	153362	\$140.00	ins pd no response
5/10/2015	158090	153424	\$118.92	ins pd no response
6/4/2015	189179	154042	\$140.00	ins pd no response
6/15/2015	202083	154312	\$96.28	ins pd no response
5/8/2015	155725	153384	\$553.80	ins pd no response
5/4/2015	150168	153288	\$495.00	no response
5/8/2015	155726	153380	\$82.19	medicare pd no response
6/24/2015	215679	154578	\$96.24	medicare pd no response
4/11/2013	87582	132326	\$1,233.00	no response
6/10/2015	194127	154198	\$87.54	medicare pd no response
11/30/2012	352374	0127975	\$175.00	ins pd no response
9/10/2014	279394	146110	\$1,059.00	no response
1/29/2015	33883	150765	\$1,105.00	no response
4/3/2014	92679	142086	\$800.00	no response
6/24/2015	215676	154576	\$275.00	ins pd no response
3/22/2015	94648	152104	\$1,102.00	no response
5/15/2015	163664	153568	\$1,082.00	no response
12/15/2014	388362	148535	\$1,059.00	no response
6/8/2015	192438	154141	\$78.12	medicare pd no response
6/16/2015	202102	154339	\$77.10	medicare pd no response
6/27/2015	221545	154653	\$91.59	medicare pd no response
5/9/2015	158066	153394	\$1,190.00	no response
6/9/2015	194110	154155	\$92.02	medicare pd no response
6/17/2015	205097	154386	\$78.41	medicare pd no response
2/25/2015	62510	151454	\$1,190.00	no response
6/19/2015	210205	154466	\$1,082.00	no response
7/2/2015	228168	154788	\$1,348.00	no response
6/11/2015	195672	154218	\$90.45	medicare pd no response
2/11/2015	47568	151118	\$1,320.00	no response
6/30/2014	199952	144205	\$645.07	ins pd no response
6/19/2015	210183	154450	\$97.26	medicare pd no response
5/25/2015	176956	153804	\$1,379.00	no response
12/1/2014	373127	148172	\$495.00	no response
3/23/2015	94665	152135	\$95.66	medicare pd no response
8/23/2015	292216	156305	\$1,555.00	no response
6/6/2015	189223	154088	\$66.00	ins pd no response
5/23/2015	173114	153739	\$200.00	ins pd no response
4/26/2015	138309	153052	\$289.00	ins pd no response
6/18/2015	210172	154431	\$100.00	ins pd no response
5/1/2015	148761	153207	\$58.12	medicare pd no response
3/11/2015	78626	151820	\$1,331.00	ins paid to the member no response
1/14/2015	16953	150385	\$1,059.00	no response
2/23/2015	58780	151412	\$1,144.00	no response
7/30/2015	267037	155608	\$99.00	medicare pd no response
5/10/2015	158079	153416	\$92.02	medicare pd no response
5/30/2015	182616	153923	\$92.02	medicare pd no response
5/30/2015	182627	153927	\$49.88	medicare pd no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
6/17/2015	205094	154391	\$96.09	medicare pd no response
5/12/2015	159954	153491	\$1,634.00	no response
6/22/2015	213673	154515	\$77.10	medicare pd no response
4/30/2015	145549	153175	\$1,279.00	no response
5/9/2015	158076	153411	\$1,402.00	no response
6/3/2015	187207	154037	\$97.11	medicare pd no response
10/4/2014	304416	146713	\$1,277.00	no response
6/9/2015	194112	154175	\$1,746.00	no response
7/1/2015	228135	154772	\$148.73	ins pd no response
7/2/2015	228160	154805	\$148.73	ins pd no response
12/23/2014	397144	148732	\$1,138.00	no response
1/20/2015	19469	150535	\$1,161.00	no response
1/21/2015	21699	150582	\$1,161.00	no response
5/25/2015	176943	153792	\$216.40	ins pd no response
5/28/2015	178599	153881	\$1,167.00	no response
5/1/2015	148749	153196	\$1,082.00	no response
11/21/2014	364183	147927	\$270.00	no response
7/8/2015	235787	154979	\$1,036.00	no response
4/25/2015	136732	153032	\$91.44	medicare pd no response
4/25/2015	136739	153043	\$90.74	medicare pd no response
05/03/15	148790	153254	\$1,578.00	no response
03/25/15	98867	152194	\$150.00	ins pd no response
4/11/2015	120794	152650	\$1,292.00	ins pd to member with no response
01/29/14	24489	140655	\$742.59	ins pd no response
01/25/15	27033	150683	\$17.18	ins pd no response
06/29/15	224515	154696	\$653.60	ins pd no response
03/18/15	87145	151992	\$52.06	medicare pd no response
05/15/15	163620	153553	\$140.00	ins pd no response
07/02/15	228163	154790	\$1,059.00	no response
04/12/15	122245	152686	\$1,128.00	no response
3/16/2015	83276	151949	\$1,167.00	no response
04/10/15	120776	152641	\$1,121.00	no response
04/30/15	145545	153179	\$1,059.00	no response
05/16/15	163650	153591	\$1,082.00	no response
04/07/15	114900	152534	\$1,259.00	no response
04/15/15	123792	152758	\$1,376.00	no response
05/16/15	163649	153590	\$1,269.00	no response
04/09/15	118951	152610	\$1,105.00	no response
03/29/15	104020	152309	\$1,292.00	no response
04/07/15	114915	152536	\$1,277.00	no response
03/31/15	106267	152360	\$1,167.00	no response
03/21/15	94630	152086	\$1,276.00	no response
04/28/15	139730	153108	\$1,082.00	no response
6/21/2015	213675	154499	\$1,144.00	no response
7/20/2015	248442	155331	\$91.44	medicare pd no response
7/2/2015	228153	154799	\$49.16	medicare pd no response
7/9/2015	235806	155008	\$91.73	medicare pd no response
6/6/2015	189217	154086	\$1,105.00	no response
5/26/2015	176968	153816	\$93.48	medicare pd no response
7/21/2015	252137	155392	\$84.08	medicare pd no response
7/24/2015	255941	155479	\$98.28	medicare pd no response
6/18/2015	210168	154416	\$1,082.00	no response
4/3/2015	110260	152440	\$94.93	medicare pd no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
2/13/2015	52051	151181	\$1,742.00	no response
2/25/2015	62508	151455	\$1,082.00	no response
5/23/2015	173144	153760	\$1,184.00	no response
7/19/2015	248412	155304	\$1,207.00	no response
8/18/2015	284779	156183	\$1,356.00	no response
7/13/2015	243699	155111	\$99.00	medicare pd no response
6/20/2015	213676	154489	\$1,361.00	no response
6/22/2015	213720	154525	\$1,192.00	no response
7/19/2015	248424	155305	\$94.64	medicare pd no response
5/25/2015	176957	153803	\$1,082.00	no response
6/10/2015	194122	154196	\$96.68	medicare pd no response
6/13/2015	199592	154279	\$245.10	no response
7/15/2015	243750	155174	\$92.61	medicare pd no response
7/31/2015	267051	155640	\$146.55	no response
7/13/2015	243704	155113	\$93.19	medicare pd no response
5/1/2015	148762	153195	\$250.00	no response
8/10/2015	276058	155941	\$1,736.00	no response
6/24/2015	215674	154583	\$1,300.00	no response
5/24/2015	173158	153763	\$1,184.00	no response
6/18/2015	210177	154433	\$1,233.00	no response
2/18/2015	52096	151291	\$80.01	medicare pd no response
6/7/2015	190729	154119	\$1,036.00	no response
6/13/2015	199591	154254	\$1,213.00	no response
12/20/2014	396950	148653	\$223.00	medicare pd no response
7/10/2015	235826	155034	\$85.53	medicare pd no response
6/15/2015	202101	154326	\$92.17	medicare pd no response
6/18/2015	210178	154409	\$1,535.00	no response
7/18/2015	250050	155273	\$93.77	medicare pd no response
6/27/2015	221543	154643	\$200.00	ins pd no response
7/8/2015	235778	154967	\$275.00	ins pd no response
6/15/2015	202087	154309	\$1,354.00	no response
5/26/2015	176974	153831	\$77.54	medicare pd no response
3/20/2015	92071	152056	\$303.80	ins pd no response
7/24/2015	255938	155467	\$665.84	no response
7/16/2015	245223	155216	\$77.68	medicare pd no response
7/2/2015	228151	154789	\$523.48	ins pd no response
5/2/2015	148777	153232	\$393.00	ins pd no response
7/2/2015	228162	154795	\$91.15	medicare pd no response
6/13/2015	199588	154268	\$1,246.00	no response
8/9/2015	276026	155881	\$94.35	medicare pd no response
6/18/2015	210185	154437	\$1,197.00	no response
7/12/2015	243685	155086	\$95.37	medicare pd no response
7/27/2015	257069	155550	\$56.77	medicare pd no response
5/29/2015	182600	153900	\$1,379.00	no response
7/2/2015	228174	154791	\$829.39	no response
4/2/2015	109423	152420	\$148.73	medicare pd no response
8/1/2015	267065	155673	\$93.48	medicare pd no response
6/1/2015	187175	153991	\$1,236.00	no response
7/23/2015	255906	155425	\$78.12	medicare pd no response
7/23/2015	255919	155450	\$77.83	medicare pd no response
7/24/2015	255932	155476	\$97.98	medicare pd no response
3/31/2015	106252	152350	\$1,036.00	no response
11/4/2013	301628	137073	\$1,400.00	no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
7/12/2015	243682	155081	\$347.20	ins pd no response
7/25/2015	257032	155494	\$216.40	ins pd no response
7/15/2015	243747	155181	\$98.86	medicare pd no response
6/6/2015	223086	154103	\$1,491.00	no response
7/8/2015	235795	154978	\$144.28	medicare pd no response
8/16/2014	247526	145424	\$450.00	no response
6/20/2015	213652	154476	\$393.00	no response
6/16/2015	202128	154361	\$92.90	medicare pd no response
7/15/2015	243733	155168	\$77.97	medicare pd no response
8/4/2015	269500	155764	\$77.97	medicare pd no response
7/9/2015	235804	155004	\$133.28	medicare pd no response
7/21/2015	252131	155381	\$79.43	medicare pd no response
3/12/2015	83289	151853	\$1,167.00	no response
6/16/2015	202108	154360	\$91.73	medicare pd no response
7/13/2015	243693	155101	\$78.12	medicare pd no response
8/3/2015	269477	155731	\$82.19	medicare pd no response
4/7/2015	114920	152560	\$91.15	medicare pd no response
4/17/2015	127324	152826	\$93.62	medicare pd no response
6/24/2015	215672	154584	\$1,105.00	no response
6/16/2015	202129	154369	\$1,082.00	no response
11/21/2014	358166	147927	\$450.00	no response
4/13/2015	122248	152692	\$95.22	medicare pd no response
6/25/2015	219479	154606	\$1,082.00	no response
3/3/2011	353844	1118922	\$1,017.00	no response
10/6/2015	350218	157468	\$1,059.00	no response
6/13/2015	199584	154273	\$1,269.00	no response
4/19/2015	130558	152865	\$117.40	ins pd no response
5/4/2015	150189	153282	\$963.00	no response
1/13/2015	14967	150349	\$572.10	no response
1/13/2015	11623	150343	\$86.82	ins pd no response
4/12/2015	122232	152678	\$99.44	ins pd no response
4/15/2015	123791	152773	\$1,167.00	no response
6/28/2015	224496	154664	\$1,161.00	no response
6/28/2015	224504	154673	\$1,105.00	no response
7/27/2015	257073	155534	\$1,161.00	no response
5/17/2015	163662	153603	\$1,188.00	no response
8/21/2015	292234	156257	\$100.31	ins pd no response
5/27/2015	178575	153845	\$660.30	ins pd no response
9/24/2015	335931	157164	\$1,468.00	no response
1/4/2015	4193	150091	\$393.00	ins pd no response
8/16/2015	284747	156129	\$96.09	ins pd no response
4/2/2015	109420	152419	\$137.29	ins pd no response
3/24/2014	84278	141875	\$92.50	ins pd no response
7/27/2015	257064	155535	\$94.93	ins pd no response
8/21/2015	292202	156265	\$91.15	ins pd no response
5/11/2015	158106	153455	\$80.45	ins pd no response
4/21/2015	132231	152918	\$1,059.00	no response
2/18/2015	52085	151304	\$533.10	ins pd no response
7/16/2015	245240	155205	\$1,269.00	no response
7/31/2015	267059	155649	\$250.00	ins pd no response
6/30/2015	228124	154742	\$1,448.00	no response
8/11/2015	278576	155967	\$96.39	ins pd no response
6/26/2015	221541	154633	\$1,190.00	no response

Number of Accounts Assigned to Collection: 508

Total Balance Due of Accounts Assigned to Collection: \$335,765.84

Trip Date	Run #	Incident #	Balance	Reason
7/24/2015	255936	155477	\$1,246.00	no response
4/4/2015	110291	152465	\$1,128.00	no response
11/7/2014	344331	147562	\$100.00	ins pd no response
6/28/2015	224497	154665	\$1,315.00	no response
8/9/2015	276038	155898	\$92.90	ins pd no response
7/19/2015	248432	155321	\$774.30	no response
7/5/2015	234183	154884	\$1,082.00	no response
5/20/2015	166633	153659	\$92.02	ins pd no response
9/12/2015	319364	156828	\$81.17	ins pd no response
7/21/2015	252144	155371	\$1,555.00	no response
6/16/2015	202114	154363	\$95.37	ins pd no response
6/17/2015	205104	154381	\$94.50	ins pd no response
8/5/2015	271658	155809	\$94.79	ins pd no response
8/19/2015	286504	156205	\$393.00	ins pd no response
8/27/2015	296781	156422	\$1,331.00	no response
5/25/2015	176940	153783	\$495.00	ins pd no response
4/26/2015	138305	153053	\$1,151.00	no response
8/19/2015	288689	156194	\$1,269.00	no response
8/23/2015	292218	156304	\$93.48	ins pd no response
4/15/2015	123790	152770	\$116.10	ins pd no response
6/15/2015	202130	154311	\$247.42	ins pd no response
6/29/2015	224508	154692	\$1,105.00	no response
8/27/2015	296777	156410	\$94.93	ins pd no response
6/19/2015	210191	154448	\$98.57	ins pd no response
3/14/2015	83246	151891	\$1,512.00	no response
5/24/2015	173150	153761	\$1,285.20	no response
6/13/2015	199589	154260	\$77.54	ins pd no response
5/7/2015	154215	153368	\$78.26	ins pd no response
8/12/2015	278600	155998	\$78.41	ins pd no response
4/20/2015	130578	152897	\$1,333.00	no response
6/21/2015	213668	154507	\$200.00	ins pd no response
8/25/2015	295459	156354	\$95.37	ins pd no response
	508		\$335,765.84	



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Laura Tadman and Daniel Rotter

Agenda Title: For Possible Action: To approve Contract No. 1415-145B Downtown Carson Project CMAR Construction Services to Q & D Construction to provide CMAR Construction Services for an amount not to exceed \$8,123,682.85 to be funded from the Infrastructure, Redevelopment Revolving, Water, Sewer, and Stormwater Funds as provided in fiscal years 15/16 and 16/17. (Laura Tadman; LTadman@carson.org and Daniel Rotter; DRotter@carson.org)

Staff Summary: This contract is to provide Construction Manager at Risk (CMAR) services for the Downtown Carson Project which includes, but not limited to: Construction and management of the delivery of the project based on a Guaranteed Maximum Procie (GMP) contract to include construction, utility coordination, scheduling, procurement, subcontractors/supplier bids and proposal award, management bonds, insurance, contract administration billing/lien releases, prevailing wage reporting/accounting, safety management, quality control and final closeout documents. The firm Q & D Construction was selected via RFP #1415-145 Request for Proposals for Construction Manager at Risk (CMAR).

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Contract No. 1415-145B Downtown Carson Project CMAR Construction Services to Q & D Construction for an amount not to exceed \$8,123,682.85 to be funded from the Infrastructure, Redevelopment Revolving, Water, Sewer, Stormwater Funds as provided in fiscal years 15/16 and 16/17.

Board's Strategic Goal Economic Development

Previous Action

Background/Issues & Analysis

Pursuant to NRS 338.1696 Negotiation of contract for construction of public work or portion thereof with construction manager at risk.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 338.1696

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the Infrastructure Fund (257-0615-465.70-40) will be reduced by \$5,710,430.93 (Including \$70,000 from Federal Transit Grant). The Redevelopment Revolving Fund (603-0000-463.70-40) will be reduced by \$559,141.94 (includes \$125,000 Private Donation). The Water Fund (SRF Loan) (520-3505-435.70-40) will be reduced by \$1,121,146.38. The Sewer Fund (SRF Loan) (510-3205-434.70-40) will be reduced by \$411,873.06. The Stormwater Fund (SRF Loan) (505-3705-437.70-40) will be reduced by \$321,090.54.

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

THIS CONTRACT made and entered into this 4th day of February, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Q & D Construction, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1415-145B**, titled **Downtown Carson Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1415-145B including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit A, are incorporated herein and made a part of this Contract.

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

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

4.2 Notice to **CONTRACTOR** shall be addressed to:

Jeff Bean, Vice President
Q & D Construction
P.O. Box 10865
Reno, NV 89510
email: jbean@qdconstruction.com

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

Carson City Purchasing and Contracts
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Eight Million One Hundred Twenty Three Thousand Six Hundred Eighty Two Dollars and 85/100 (\$8,123,682.85).

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding Lines 2 through 5)	\$	6,964,450.93
2) CMAR's General Conditions	\$	369,531.97
3) CMAR's Fee	\$	354,201.91
4) CMAR's Contingency	\$	300,000.00
5) Bonds and Insurance	\$	135,498.04
6) Total Guaranteed Maximum Price	\$	8,123,682.85

	Owner	CMAR
Percentage Split of GMP Savings	50%	50%
Percentage Split of CMAR's Contingency Savings	100%	0%

5.2 **CITY** will pay **CONTRACTOR** progress payments computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders. Final Payment to the **CONTRACTOR** will be made upon final completion and acceptance of the Project by **CITY** in the amount of the remaining balance of the GMP less the remaining balance of the Contingency.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

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6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the

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defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

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

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

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

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

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

7. **DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):**

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

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7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

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7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

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12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in Subsection 13.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

14.4 **CONTRACTOR**, in addition to Section 13 (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S**

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obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.**

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

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

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation

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as to additional insureds.

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

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

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

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

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

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

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

15.20.1 *Minimum Limits required:*

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

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

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

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability

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arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

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any other breach.

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

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

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §

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CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

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

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

25. **LOBBYING:**

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

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

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

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

26. **GENERAL WARRANTY:**

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

27. **PROPER AUTHORITY:**

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

28. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing and
Contracts Administrator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

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

CONTRACTOR

BY: Jeff Bean

TITLE: Vice President

FIRM: Q &D Construction

CARSON CITY BUSINESS LICENSE #: 16-4129

ADDRESS: P.O. Box 10865

City: Reno **State:** NV **Zip Code:** 89510

Telephone: 775-786-2677

E-mail Address: jbean@qdconstruction.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Downtown Carson Project

Contract No.: 1415-145B

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 4 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-145B** and titled **Downtown Carson Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 4th day of February, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 4th day of February, 2016.

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ Dollars (state sum in Words) _____

_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1415-145B** and titled **Downtown Carson Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called
CONTRACTOR, and _____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____
_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1415-145B** and titled **Downtown Carson Project** in accordance with drawings and specifications
prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1415-145B and titled Downtown Carson Project

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 20__	

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

GMP Downtown Streetscape Breakdown Spreadsheet

Date 1/26/16 PWP # CC-2016-079

Project # 031407 Contract No. 1415-145B

Cost of Work	\$	6,964,450.93
CMAR GC's	\$	369,531.97
CMAR Fee	\$	354,201.91
Contingency	\$	300,000.00
Bonds and Insurance	\$	135,498.04
Total	\$	8,123,682.85

Cost of Work Breakdown A-G Carson St H-N McFadden Plaza

A	Demo	\$506,750.84
B	Landscape	\$419,030.09
C	Site/Paving	\$2,437,760.07
D	Electrical	\$730,333.60
E	Signage / Striping	\$147,154.26
F	Utilities	\$1,220,572.07
G	Project Support / Traffic Control	\$894,824.63
H	Demo	\$33,519.96
I	Landscape	\$310,392.64
J	Site/Paving	\$145,877.18
K	Electrical	\$61,789.93
L	Signage / Striping	\$1,277.22
M	Utilities	\$48,556.53
N	Project Support	\$6,611.91

Total base Cost of Work \$6,964,450.93

O Additive alternate crosswalks N/S \$ 165,000.00

Cost of Work including Alternates \$ 7,129,450.93

Total Funding		Account Numbers
Infrastructure Fund	\$ 5,640,430.93	257-0615-465.70-40
Redevelopment Revolving Fund	\$ 434,141.94	603-0000-463.70-40
Water (State Revolving Fund Loan)	\$ 1,121,146.38	520-3505-435.70-40
Sewer (State Revolving Fund Loan)	\$ 411,873.06	510-3205-434.70-40
Stormwater (State Revolving Fund Loan)	\$ 321,090.54	505-3705-437.70-40
Private (McFadden Plaza donation)	\$ 125,000.00	603-0000-463.70-40
Federal Transit Grant	\$ 70,000.00	257-0615-465.70-40

Total Funding \$ 8,123,682.85

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Laura Tadman and Daniel Rotter

Agenda Title: For Possible Action: To approve Contract No. 1516-098 Downtown Carson Project Construction Assistance Services to Lumos & Associates for an amount not to exceed \$199,055.00, to be funded from the Infrastructure, Redevelopment Revolving, Water, Sewer and Stormwater Funds as provided in fiscal years 15/16 and 16/17. (Laura Tadman; LTadman@carson.org and Daniel Rotter; DRotter@carson.org)

Staff Summary: This contract provides for Engineering Services during Construction of the Downtown Streetscape Project in 2016 and includes the following tasks: Construction Assistance which may include technical meetings, change order assistance and other services such as progress coordination meetings, design clarification, requests for information, and the review of shop drawings.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Contract No. 1516-098 Downtown Carson Project Construction Assistance Services to Lumos & Associates for an amount not to exceed \$199,055.00, to be funded from the Infrastructure, Redevelopment Revolving, Water, Sewer and Stormwater Funds as provided in fiscal years 15/16 and 16/17.

Board's Strategic Goal

Economic Development

Previous Action

Background/Issues & Analysis

Pursuant to NRS 332.115(1)(b): (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and NRS 625.530, contracts for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b) and NRS 625.530.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the Infrastructure Fund (257-0615-465.70-40) will be reduced by \$126,000. The Redevelopment Revolving Fund (603-0000-463.70-40) will be reduced by \$16,000. The Water Fund (520-3505-435.70-40) will be reduced by \$35,055. The Sewer Fund (510-3205-434.70-40) will be reduced by \$11,000. The Stormwater Fund (505-3705-437.70-40) will be reduced by \$11,000.

Project #031407

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

THIS CONTRACT made and entered into this 4th day of February, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Lumos & Associates, hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

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

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1516-098** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

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

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

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

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

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

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2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 This Contract shall be effective from February 4, 2016, subject to Carson City Board of Supervisors' approval, to October 31, 2016, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

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

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

Michael Bennett, P.E., Location Principal
Lumos & Associates
800 E. College Parkway
Carson City, NV 89706
775-883-7077
email: mbennett@lumosinc.com

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

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Ninety Nine Thousand Fifty Five Dollars and 00/100 (\$199,055.00), and hereinafter referred to as "Contract Sum".

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

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

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

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

6. TIMELINESS OF BILLING SUBMISSION:

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

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7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

7.6 Notice of Termination:

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

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period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending

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claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

13. **INSURANCE REQUIREMENTS (GENERAL):**

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

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

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

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

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

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

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

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

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

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

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

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

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

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

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

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

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

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

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

13.22.1 *Minimum Limit required:*

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

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

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

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

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

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

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

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

23. LOBBYING:

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

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

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

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

24. GENERAL WARRANTY:

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

25. PROPER AUTHORITY:

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

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

27. GOVERNING LAW / JURISDICTION:

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

28. ENTIRE CONTRACT AND MODIFICATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-098
Title: Downtown Carson Project Construction Assistance Services

29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Darren Schulz, Director of Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
dschulz@carson.org

By: _____

Dated _____

Funding: 257-0615-465.70-40; 603-0000-463.70-40; 520-3505-435.70-40; 510-3205-434.70-40; 505-3705-437.70-40

PROJECT CONTACT PERSON:

Daniel Rotter, Engineering Manager
Telephone: 775-283-7084

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

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

CONSULTANT

BY: Michael Bennett, P.E.

TITLE: Location Principal

FIRM: Lumos & Associates

CARSON CITY BUSINESS LICENSE #: 16-0471

Address: 800 E. College Parkway

City: Carson City **State:** NV **Zip Code:** 89706

Telephone: 775-883-7077

E-mail Address: mbennett@Lumosinc.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 4, 2016 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-098**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 4th day of February 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 4th day of February, 2016.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-098

Title: Downtown Carson Project Construction Assistance Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

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

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES



January 5, 2016

Mr. Daniel Rotter, P.E. - Engineering Manager
 Carson City Public Works
 3505 Butti Way
 Carson City, Nevada 89701

***Subject: Downtown Carson Street Urban Design
 Proposal for Construction Assistance Services***

Dear Mr. Rotter:

Lumos & Associates, Inc. is pleased to provide you with this proposal for Construction Assistance Services to assist you with your Construction Management work on the Carson Street and Bob McFadden Plaza portions of the Downtown Carson Street Urban Design project. We propose to add two additional tasks (Tasks 22 and 23) to our existing contract to provide these services. This scope of work incorporates (and provides as attachment hereto) our subconsultants scope and fee.

Task 22 – Carson Street Construction Assistance

The Design Team will be available to:

- Answer Requests for Information (RFI's)
- Respond to questions
- Issue clarification documents as required
- Review submittals
- Provide recommendations for cost changes
- Prepare record drawings based on the Contractor's records
- The proposed fee also includes the following meetings (assumed to combine with activities on the Bob McFadden Plaza):
 - Design Team Project Manager – (1) meeting per week for the duration of construction (assumed at 35 weeks)
 - Surface Design – (14) meetings
 - Landscape, Underground, Electrical, and Irrigation Design – (7) meetings

Task 23 – Bob McFadden Plaza Construction Assistance

The Design Team will be available to:

- Answer Requests for Information (RFI's)
- Respond to questions
- Issue clarification documents as required
- Review submittals
- Provide recommendations for cost changes
- Prepare record drawings based on the Contractor's records
- Meeting attendance combined with work activities as part of Task 22

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 22	Carson Street C.A.	(Estimate - T/M) \$174,626
Task 23	3rd Street C.A.	(Estimate - T/M) \$24,429

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Michael D. Bennett, P.E., WRS
Director of Engineering

**Downtown Carson City Street Scape
Construction Support Services
HDR Engineering
Scope of Work
December 2015**

This scope of work involves Construction Support during construction of the Carson City Street Scape Project (Scope is the same for Carson Street and 3rd Street). This includes all facilities designed by HDR and constructed as part of the Carson City Construction Contract. These tasks will be performed at the request and under the direction of the Carson City Project Manager and as approved by Lumos Engineering Project Manager.

ADMINISTRATION

HDR will track and report status and progress of submittals and reviews assigned to HDR. The appropriate design personnel will attend construction meetings (14 assumed), as requested.

SUBMITTALS

HDR will participate in the review of Contractor Plan and Shop Drawing Submittals pertaining to HDR designed work, as directed. Submittals will be reviewed for adequacy, adherence to standards, and appropriateness to the project situation. HDR will direct correspondence related to Shop Drawing Review to the Lumos Project Manager or the Carson City Project Manager as directed by the Lumos PM.

SUPPORT

HDR's project design team will provide support to the Carson City PM to address supplemental design issues (Change Orders design and review of cost and general issues) raised in response to design-related RFIs (5 assumed) pertaining to HDR designed work, and otherwise provide construction support services. HDR will attend site visits (10 assumed) at the Carson City and Lumos Engineering Project Managers' request. HDR will track related RFIs, and provide the status of items submitted to HDR. HDR will direct correspondence related to RFIs, Field Inspection Notes, and General Comments the Lumos Project Manager or the Carson City Project Manager as directed by the Lumos PM.

Proposal for Carson Street and 3rd Street Construction Administration Services
Carson City, NV
12/17/15

PROJECT DESCRIPTION

The following scope of services is for Construction Observation support for the Carson Street and 3rd Street Downtown Improvements from 5th Street to William Street. It is expected the project will follow the construction drawings and specifications prepared by Design Workshop under the CMAR contract delivery method.

SCOPE OF SERVICES

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

Task One. Construction Observation and Support, Carson Street

The general objective for this phase of the work is to provide observation of the landscape construction process and ensure the quality of the final product. DW will provide general construction assistance reviewing RFIs, proposed changes, and submittal review as described below.

Design Workshop will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and on the basis of observations while at the site, Design Workshop will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

The specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and his subcontractors as part of the site visit schedule.
2. Review plant material for conformance to specifications before planting occurs, this may occur by photographs, if additional budget is available onsite inspection by City staff or DW is preferred but is not included in this proposal.
3. Review and approve shop drawings, samples, mock-ups and other submittal submissions of the contractor for compliance with landscape construction documents.
4. Respond to requests for clarifications.
5. Issue reasonable construction design changes and review.
6. Prepare and submit landscape architecture related field orders.

Proposal for Carson Street and 3rd Street Construction Administration Services
 Carson City, NV
 12/17/15

7. Observe paving layouts and quality of workmanship of paving materials.
8. Observe location and quality of plant material once on site.
9. Observe landscape grading.
10. Preparation of record drawings in AutoCAD format from redlines provided by the contractor.

This proposal includes Professional Service time for up to seven (7) site visits / construction observation meetings as follows:

Regular construction progress/team meetings	7
Total Site Visits/Meetings	<div style="border-top: 1px solid black; display: inline-block; width: 100%;"></div> 7

Task Two. Construction Observation and Support, 3rd Street

The general objective for this phase of the work is to provide observation of the landscape construction process and ensure the quality of the final product. DW will provide general construction assistance reviewing RFIs, proposed changes, and submittal review as described below.

Design Workshop will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop’s design intent and contract documents. During such visits and on the basis of observations while at the site, Design Workshop will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

The specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and his subcontractors as part of the site visit schedule.
2. Review plant material for conformance to specifications before planting occurs, this may occur by photographs, if additional budget is avail onsite inspection by City staff or DW is preferred but is not included in this proposal.
3. Review and approve shop drawings, samples, mock-ups and other submittal submissions of the contractor for compliance with landscape construction documents.
4. Respond to requests for clarifications.

Proposal for Carson Street and 3rd Street Construction Administration Services
 Carson City, NV
 12/17/15

5. Issue reasonable construction design changes and review.
6. Prepare and submit landscape architecture related field orders.
7. Observe paving layouts and quality of workmanship of paving materials.
8. Observe location and quality of plant material once on site.
9. Observe landscape grading.
11. Preparation of record drawings in AutoCAD format from redlines provided by the contractor.

It is expected the majority of meetings for this Task will be in conjunction with the meetings listed in Task One. However, it is expected the schedule will require separate meetings solely for 3rd Street.

This proposal includes Professional Service time for up to one (1) site visit / construction observation meetings as follows for 3rd Street only:

Regular construction progress meetings	1
Total Site Visits/Meetings (3 rd Street Only)	<u>1</u>

Additional meetings shall be approved in writing by the Client and billed as Additional Services. Any updates to graphic materials prepared during previous scope or new graphic material will be billed as additional services with prior approval of the clients.

Design Workshop will endeavor to secure compliance by the Contractor to the plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

SCHEDULE

This contract is based on a schedule where final drawings are issued on December 18, 2015, construction starts in March 2016 and is completed by October 31, 2016.



PK Electrical, Inc.

Contract Proposal CP15333

Proposal For

Michael Bennett, P.E.
Lumos & Associates - Carson City
800 E. College Parkway
Carson City, NV 89706
P: (775) 883-7077 F: (775) 883-7114

From

Karen D. Purcell, P.E.
President

Dec 7, 2015

Project

Downtown Carson Streetscape Construction Administration Services -
Carson Street and 3rd Street

Project Description

The project is to provide general Construction Administration services including, but not limited to, submittal review, RFI response, reasonable construction change design/review, and construction change cost review. PK Electrical will attend 7 meetings total during construction. Site visits will be combined with the project meetings.

Scope of Services

Our services will include construction administration services. It is our understanding that the construction of Carson and 3rd will be done concurrently.

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 02/04/16

Staff Contact: Darren Schulz, Public Works

Agenda Title: Reclaimed Water Update and Discussion

Staff Summary: A presentation from Manhard Consulting and discussion on the reclaimed water storage and utilization considerations

Agenda Action: Other/Presentation

Time Requested: 15 Minutes

Proposed Motion

Presentation and discussion only

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CARSON CITY
RECLAIMED WATER
STORAGE AND UTILIZATION CONSIDERATIONS

Prepared for:

Carson City Public Works

Carson City, Nevada

Prepared by:



Manhard[™]
CONSULTING LTD

3476 Executive Pointe Way #12

Carson City, Nevada, 89706

January, 2016



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CARSON CITY
RECLAIMED WATER
STORAGE AND UTILIZATION CONSIDERATIONS

INTRODUCTION

Carson City, Nevada's Water Resource Recovery Facility (WRRF) has experienced a reduction in average daily flow from 5.5 mgd in the year 2000 to a current average of 4.2 mgd. The reduction appears to have leveled off at the 4.1 to 4.2 mgd range in the last four year period. The design for an upgrade to the WRRF is nearing completion and construction will start soon. Master Planning for the sewage collection system and the reclaimed water system are now a priority.

The WRRF produces reclaimed water and stores it in Brunswick Canyon reservoir during the winter months. The reclaimed water is then delivered and utilized for irrigation to a number of sites during the spring, summer, and fall. Based on the current flows and re-use, there is a minor shortage of reclaimed water that is currently being supplemented with potable water. It has been recognized that Brunswick Canyon reservoir was constructed without a lining that would prevent seepage. There is recognition that losses do occur and previous re-use master plans have identified lining the reservoir as one of the options for future utilization of the reclaimed resource. The discussion of this consideration as well as other components is appropriate based on recognition that master planning is important for the appropriate utilization of the reclaimed resource in the future.

With the economic projections indicating a growth both in job base and in population, the growth of the flows to the WRRF and, therefore, the increase in reclaimed water is anticipated. It will be important in the reclaimed master planning process to incorporate options for utilization of the resource and determine associated costs and potential revenue sources.

Manhard Consulting has been tasked with reviewing all pertinent information provided by Carson City and its' consultants related to reclaimed water and provide an overview of considerations associated with the reclaimed resource. Bringing the discussion of various considerations forward will give direction to the update of Carson City's reclaimed master plan.

BACKGROUND

During 2003, Carson City's WRRF was treating over 5 mgd in wastewater and storing it for re-use in Brunswick Canyon reservoir. There was recognition that there was seepage in the reservoir and the potential requirement of lining by NDEP prompted the development of a series of Re-Use plans to explore the options for storage and utilization of the reclaimed water. It was recognized that Carson City was producing approximately 5,800 acre feet of reclaimed water and sending approximately 3800 acre feet of reclaimed to re-use sites. This indicated that there was



approximately 2000 acre feet of loss in the reservoir system. Alternatives that anticipated lining the reservoir resulted in the need to look at additional options for re-use as the reclaimed water production would be in excess of what the re-use sites could utilize.

A series of reports developed in 2004, 2005, and 2006 looked at numerous alternatives to storing and delivering the reclaimed water. Based on the WRRF flows at that time, it was anticipated that continued growth in the flows would result in flows of 9.3 mgd by 2025. This resulted in numerous alternatives and related costs for reclaimed disposal. Since that time, flows have decreased to approximately 4.1 to 4.2 mgd resulting in a small shortage of reclaimed based on the usages at the various re-use site.

The re-use sites include the Prison Farm, Empire Ranch Golf Course, Eagle Valley Golf Course, Silver Oak Golf Course, and miscellaneous city parks and dust control fill stations. Table 1 shows the reclaimed usage from 2010 to 2015. This table also shows the average for that time period and the maximum usage that might be anticipated based on the various sites maximum usage for that time period. Note that the usage for parks and dust control has gradually been removed from the reclaimed system in recognition of the reduced flows and would only be reconnected as increased reclaimed flows occur in the future.

Table 1- RECLAIMED USAGE 2010-2015 (ACRE FEET)

	2010	2011	2012	2013	2014	2015	AVE	MAX
Prison Farm	1397	1510	968	1083*	1102 #	761 #	1137	1510
Empire Ranch	536	531	680	765	937	831	713	937
Eagle Valley	792	778	920	828	778	800	816	920
Silver Oak	428	420	486	465	425	450	446	486
Parks, Dust	205	182	197	162	14	2	127	205
TOTALS	3358	3421	3251	3303	3256	2844	3239	3421

*Prison Farm meter

#Actual irrigation at the Prison Farm was 1426 in 2014 and 997 in 2015 due to potable water augmentation.

The approximate losses in the Brunswick Canyon reservoir system from 2010 to 2015 can then be calculated by subtracting the reclaimed re-use flows from the WRRF flow and adjusting for the annual change in storage volume as well as adjusting for approximate evaporation losses.

Table 2 shows the approximate reservoir losses for the 2010-2015 time period.



Table 2- APPROXIMATE LOSS ESTIMATES 2010-2015

	2010	2011	2012	2013	2014	2015	
Annual Plant Flow (Ac Ft)	5041	5153	4704	4593	4524	4756	
Annual Recl Usage (Ac Ft)	3358	3421	3251	3303	3256	2844	Ave
Gross Recl Water loss	1683	1732	1453	1290	1268	1912	1556

$$\text{Plant Flow} - \text{Recl Usage} = \text{Gross Loss}$$

Reservoir Annual Change (Ac Ft)	-224	224	0	274	-151	-255	
Approximate Evaporation (Ac Ft)	-250	-250	-250	-250	-250	-250	Ave
Adjusted Recl Water Loss	1209	1706	1203	1314	867	1407	1284

$$\text{Gross Loss [+/- Annual Change]} - \text{Evaporation} = \text{Adjusted Loss}$$

Reservoir Annual change:

- This is a calculation of how much additional reclaimed water is added or removed from Brunswick Canyon annually. It is calculated by the difference in volume between January 1 and December 31. A negative number represents that there was more volume in the reservoir at the end of the year.

Approximate Evaporation:

- Estimate of how much reclaimed water is lost to evaporation.

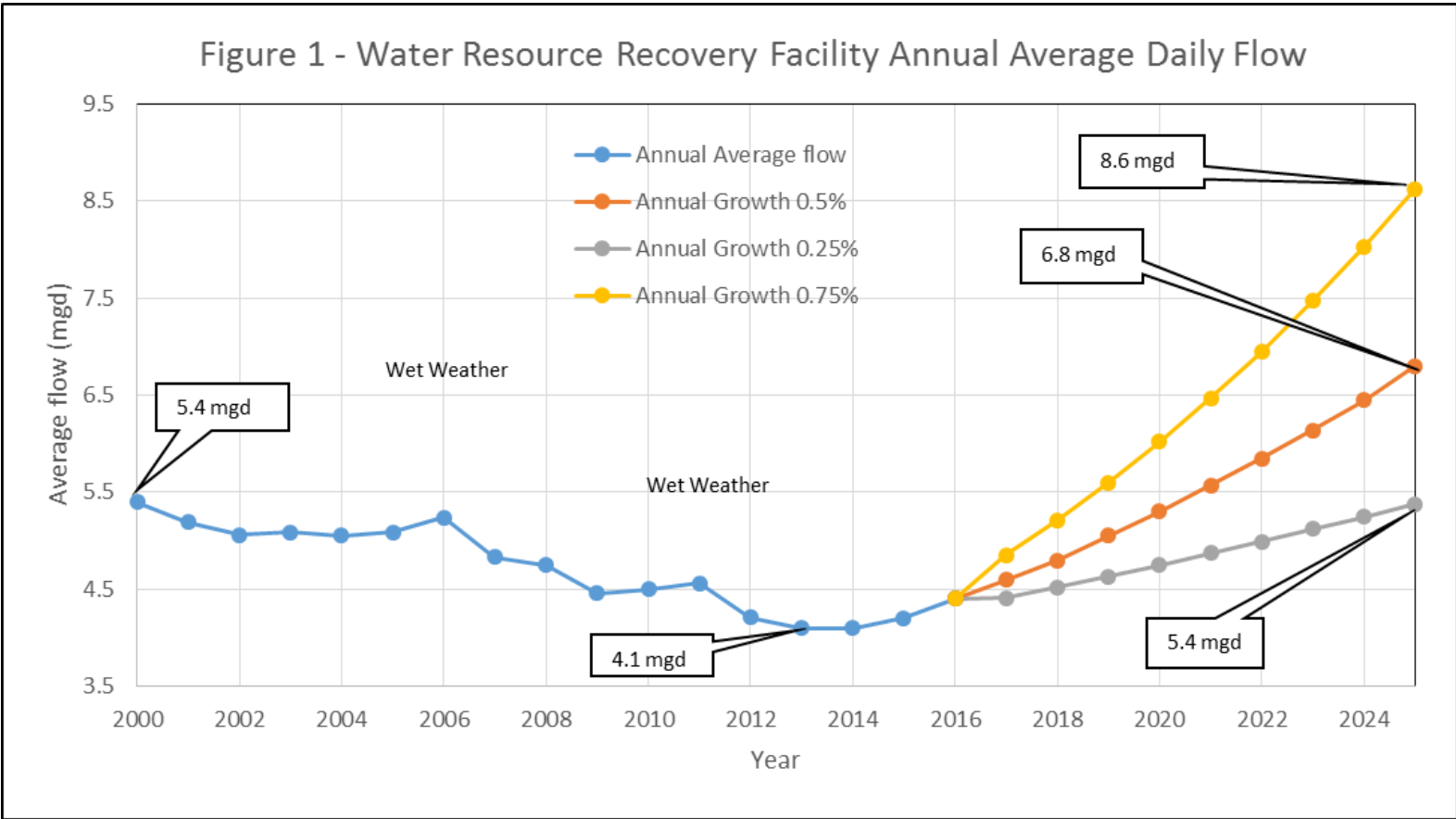
In 2004, the estimated loss was reported at an average of 2000 acre feet per year. Looking at the past 6 years, this loss has decreased to an average slightly under 1600 acre feet per year (gross reclaimed water loss). This lower number can likely be explained by the decrease in flow coming into the treatment plant. Less flow coming into the treatment plant means less storage in Brunswick Canyon reservoir. The lower storage levels in Brunswick Canyon, the lower the reclaimed water loss.

Now, to fine tune how much reclaimed water could possibly be available for future capture, we adjusted for other factors such as evaporation and changes in the reservoir level. Looking at the past 6 years, the adjusted gross is slightly under 1300 acre feet per year.

To try to anticipate what kind of flows might be realized at the WRRF, Figure 1 shows the flows from 2000 to 2015 and what the flows might look like with a 0.25%, 0.5%, and 0.75% growth. As shown, the anticipated flow at the plant could range from 5.4 to 8.6 mgd in 2025 versus the 9.3 mgd number that was projected in the 2006 Re-use Master Plan. This further reinforces the need to update the 2006 plan as the actual flows have been significantly different than anticipated at that time.



Figure 1





Included in the 2006 Re-Use Master Plan was an alternative to leave Brunswick Canyon reservoir unlined and capture the discharge flows of springs to the Carson River that result from the reservoir seepage. This is an important alternative to explore because in 2006 Carson City received approval from NDEP to permit the spring seepage at the Carson River. Questions regarding this alternative will need to be expanded and addressed in an updated re-use master plan.

In May of 2014, Manhard Consulting presented a Reclaimed Water Analysis to Carson City to look at the shortage in reclaimed water relative to the needs of the re-use sites and tried to project the anticipated water augmentation requirements. The actual water augmentation has been in the range of 200 to 300 acre feet in 2014 and 2015 and the WRRF flows have hovered at 4.1 to 4.2 mgd. This augmentation is at the lower end of the range estimated at that time and has been handled through a transfer of funds from the sewer fund to the water fund of under \$100,000 per year.

Recognizing the possibility of growth occurring due to the change in the economic situation in Carson City and the surrounding area, it will be important to bring the planning for the reclaimed uses to the forefront. Value of the reclaimed resource particularly in light of the drought may play a role in the decision making needed in a reclaimed master plan. In addition, the State's Drought Forum has identified the need for NDEP to explore the ability to provide indirect potable recharge of reclaimed water through groundwater injection. A committee has been working on the possible regulations including treatment levels that might be required to provide this as a possible alternative. The timing of this alternative coming to fruition is likely in the 3 to 5 year range but would be in the planning horizon of a re-use master plan update.

Lining Brunswick Canyon reservoir would bring an immediate result in eliminating the need to augment with potable water but will also bring the need to re-use approximately 1300 acre feet of reclaimed water. These flows will also increase with growth. Clearly, additional options for re-use need to be explored and master planned.

INFRASTRUCTURE OPTIONS AND COSTS

Carson City's 2006 Re-use Master Plan provided numerous options to re-use reclaimed water. Most of the options included lining Brunswick Canyon reservoir but each option anticipated building an additional storage reservoir at the Carson City rifle range site to allow Brunswick Canyon to be lined after draining. Carson City had the same consultant look at an option in June of this year of building an earth "coffer dam" in the reservoir, thereby allowing the lining to occur in two sections while still utilizing the reservoir for storage. The reduced flows and configuration of the bottom of the reservoir will allow that construction. This takes the cost of building an additional reservoir at the rifle range out of the equation that was previously presented in 2006.

By utilizing this construction process, the conceptual level cost to line Brunswick Canyon reservoir is approximately \$7 to \$8 million dollars based on a previous estimate and review by Manhard Consulting. Under the current reclaimed flow scenario the recovery of the 1300 acre feet would



be at a price of \$5,400 to \$6,200 per acre foot with the value improving by utilizing the higher capture rates anticipated with growth.

Previous estimates also included not lining the reservoir but instead providing a capture system for the springs near the Carson River that have developed due to the seepage from Brunswick Canyon reservoir. The spring capture alternative was estimated at \$6.7 million dollars but it is estimated that a flow of only about 500 acre feet would be realized resulting in a cost of recovery of approximately \$13,400 per acre foot.

It is also recognized that an additional storage facility will ultimately be needed for the long term buildout of the system and, therefore, the scenario of building the additional facility at the rifle range and lining Brunswick Canyon after draining was another storage alternative to consider. This alternative was estimated at \$12 million dollars in previous studies.

The biggest consideration that will need to be addressed is the utilization of the additional reclaimed water that will occur with lining Brunswick Canyon and with additional flows due to growth in the future. The previous plans recognize that the amount of land that is available for irrigation re-use is limited in Carson City and, therefore, another form of utilization is required.

Previous plans focused on the use of rapid infiltration basins (RIB's). These basins would allow the reclaimed water to be spread in a basin and allowed to percolate into the ground. To accomplish this, locations with soil conditions that have good permeability need to be identified. The cost of distributing the reclaimed water through pumping and pipelines needs to be considered in the overall reclaimed cost equation. Costs identified in the 2006 system for RIB's ranged from \$4 to \$13 million depending on location. The re-use master plan update should review potential sites and appropriate sizing to refine these costs.

Recent developments in the industrial market in Northern Nevada have been utilizing reclaimed for not only irrigation of landscaping but for items such as cooling systems. With current and potential development of industrial areas within Carson City, one alternative for re-use would include providing reclaimed to these areas. Figure 2 identifies some possible industrial areas that might be served within Carson City as well as a pipeline to the Lyon County border that might provide reclaimed to the Mound House industrial areas within Lyon County. Lineal footages were derived for each area and at a conceptual cost of \$100 to \$125 per foot, the 79,000 lineal feet of lines could be run throughout the area for \$7.9 to \$9.9 million dollars. There will also be pumping costs for the Mound House extension.

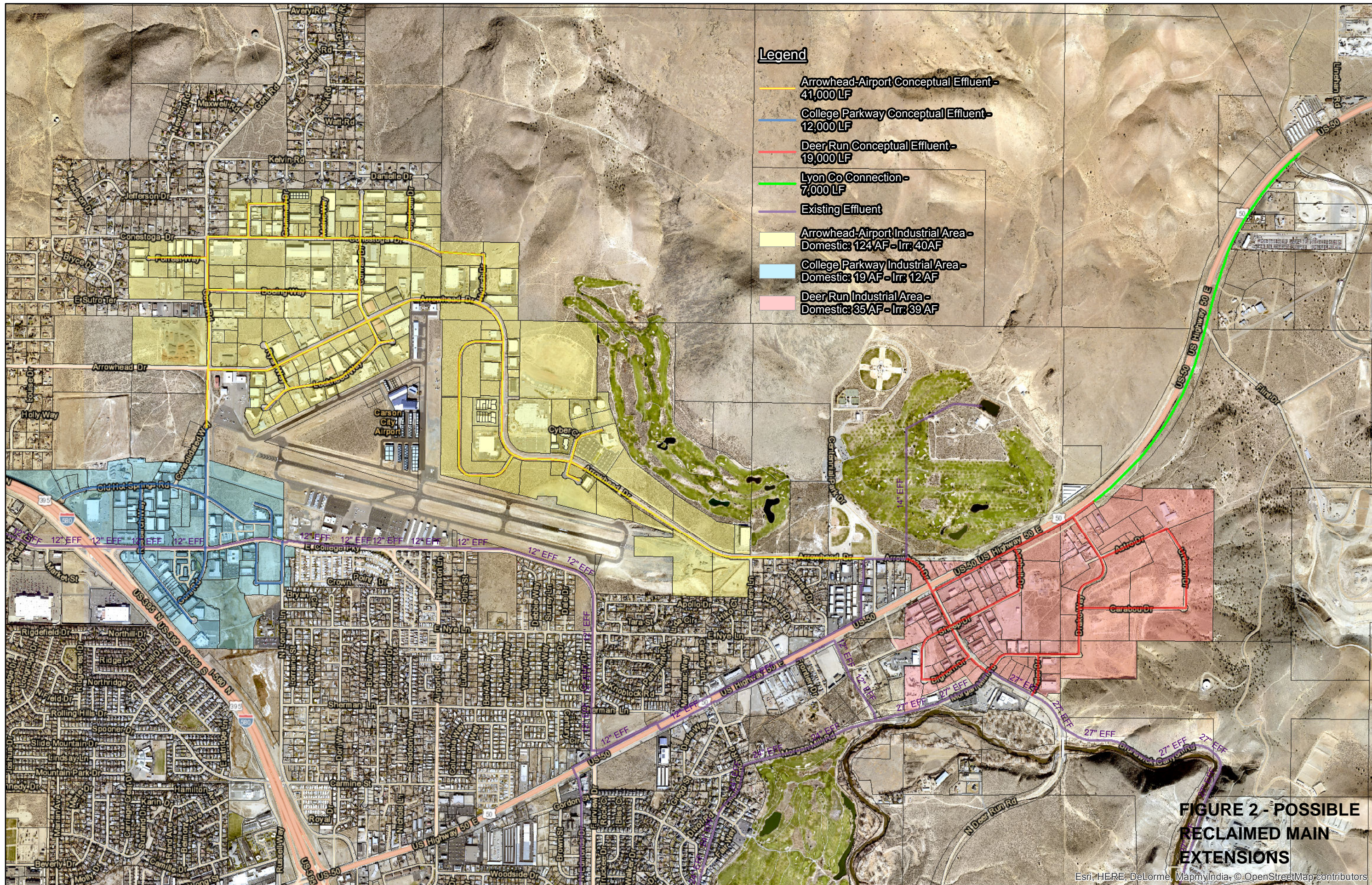
Current water use was looked at for the Carson City industrial areas identified in Figure 2. The domestic use is approximately 178 acre feet and the irrigation use was approximately 91 acre feet in 2014. Estimating that 25% of the domestic use might be able to be converted to reclaimed, coupled with the irrigation use, the current use would only amount to approximately 136 acre feet. This wouldn't warrant the construction of lines within all of the areas identified. However, there might be vacant lands that would attract a reclaimed user that would warrant the extensions. Also, there may be existing users that may be within a distance of the current effluent lines where extension might be feasible. Extension to Mound House again would be based on the potential flow utilization versus the cost of the extension. Regardless, industrial alternatives should be considered with the re-use master plan update.



The potential for future groundwater injection appears to be another alternative to analyze if the potential state regulations are tracked and timing is within the horizon of the master plan update. Determining locations for possible injection and the associated costs of piping and wells to deliver will require another alternative analysis but the additional treatment costs that will come with injection will also have to be analyzed. California, Arizona, and Texas all have successful indirect injection systems and regulations. Nevada will likely be modeled after the existing regulations from these states. Again, timing will have to be tracked to determine how this alternative might be utilized in the overall Carson City reclaimed picture.

The Carson City Water Facility Plan has also included a conceptual proposal of constructing a surface water induction well near the Carson River in the area or immediately downstream of the Brunswick Springs. As shown in Figure 3, the induction well alternative would provide a surface water recapture of the Brunswick Canyon reservoir losses and would pump water back to the potable system near Deer Run Road. Questions regarding water rights, water treatment, and system design need to be answered in the Master Planning process. The exploration of this concept to recover the reclaimed losses is an important alternative to explore as the related costs would likely provide the cheapest solution and potentially the best opportunity for immediate re-use.

The update of the Carson re-use master plan will be able to look at these additional re-use options, but most important, are the related costs for the overall picture of the reclaimed system. As indicated, not only storage, but implementing other forms of re-use will be the key in determining the most efficient reclaimed solution.



Legend

- Arrowhead-Airport Conceptual Effluent- 41,000 LF
- College Parkway Conceptual Effluent- 12,000 LF
- Deer Run Conceptual Effluent- 19,000 LF
- Lyon Co Connection- 7,000 LF
- Existing Effluent
- Arrowhead-Airport Industrial Area - Domestic: 124 AF - Irr: 40 AF
- College Parkway Industrial Area - Domestic: 19 AF - Irr: 12 AF
- Deer Run Industrial Area - Domestic: 35 AF - Irr: 39 AF

N
1" = 1,500'

FIGURE 2 - POSSIBLE RECLAIMED MAIN EXTENSIONS

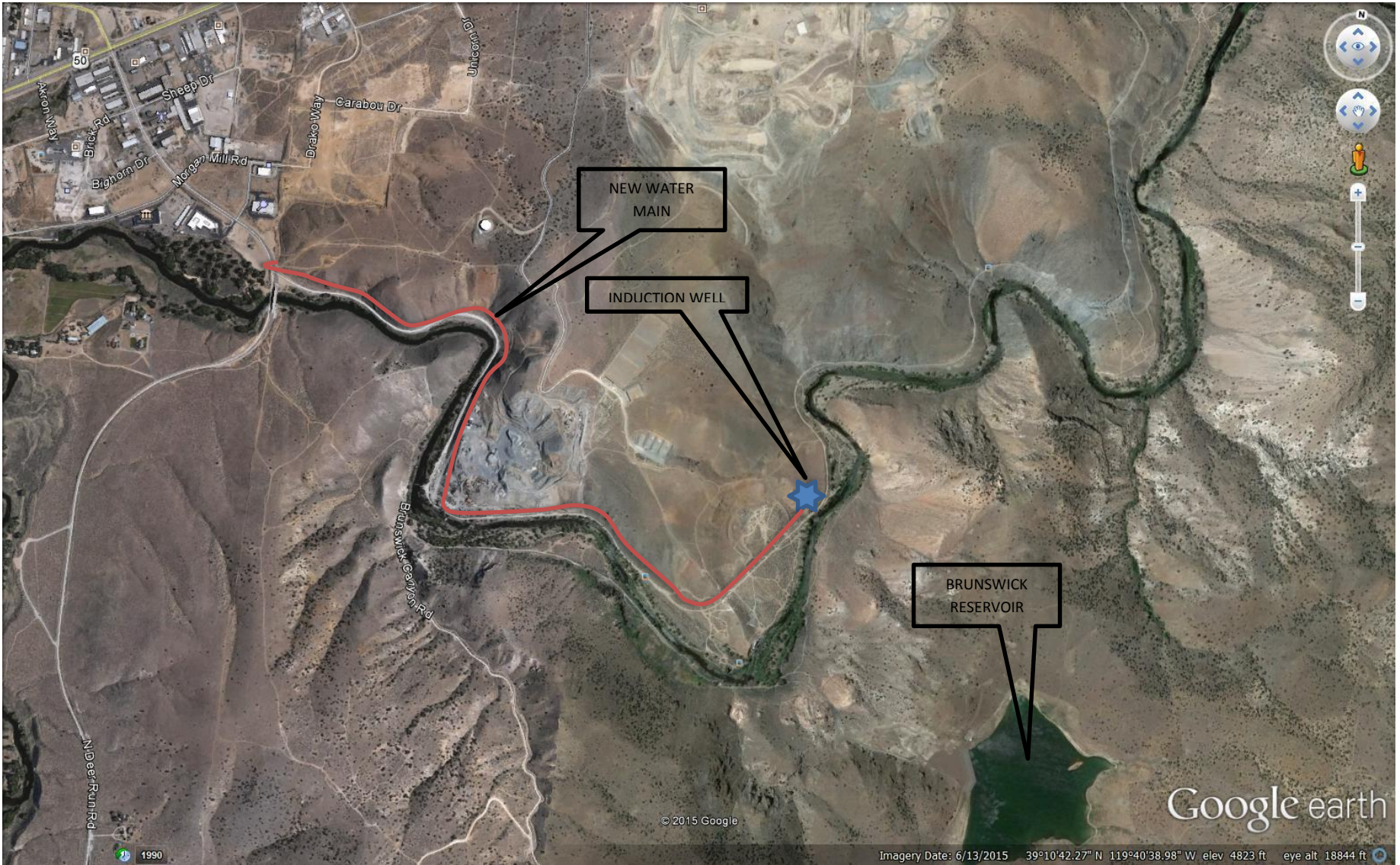


FIGURE 3 – INDUCTION WELL, SURFACE WATER RECAPTURE



REVENUE CONSIDERATIONS

As the overall reclaimed system solutions are developed and costs identified, the consideration of where the revenues are generated to pay for the system will become part of the solution. Under the current scenario, the reclaimed system is part of the overall sewer system and, as such, the costs are paid through sewer rates. As shown by the high level costs outline above, the cost of the storage and re-use of reclaimed water will be significant in the future and the analysis of the relationship to sewer rates will be important.

Another approach to the reclaimed system is that it is a resource and could be paid for through a reclaimed rate. Washoe County currently charges a water rights fee of \$3,500 per acre foot plus a privilege fee of \$2,500 per acre foot in one zone and \$4,135 per acre foot in a second zone. In addition, a monthly rate of \$1.16 per 1000 gallons is charged in one zone and \$1.74 per 1000 gallons in the second zone.

Sparks has a connection fee of \$10,000 per acre foot in one zone and \$12,000 per acre foot in a second zone. Their monthly charge is \$0.96 per 1000 gallons.

These rates are only provided to show other options as to how other entities are generating revenue for their reclaimed systems. The key is that there is enough demand for the resource to warrant enough users to pay for the system. In many cases where this format is used, there is still a shortfall that is picked up in the sewer rates.

Another option would be to provide the reclaimed resource on a case by case basis. For example, in the case of Arrowhead area, it is clear that providing reclaimed to the whole area based on the existing water demands is not feasible. However, extensions to specific existing users or parcels where a new demand that would warrant extension might exist. Calculating the infrastructure costs for the individual users based on demands could then be provided for in an individual contract. Clearly the higher demand users would likely be the candidates for this approach. The extension to Mound House may also fall under this category based on demands that might justify the extensions.

In the case of users paying for reclaimed water, it is important to assure there is adequate consumption to fund the alternatives. It is clear that assuring there are enough sites and alternatives to adequately re-use the reclaimed water is key in whatever solutions are developed in the master planning process.

The conceptual induction well solution identified in the Carson City Water Facility Plan would provide re-capture and supply to the potable water system by providing a re-use solution as well as supply to the potable system, cost sharing of this alternative could be accomplished between the water and sewer funds.



SUMMARY

As Carson City moves forward with the update of the Re-use Master Plan, reclaimed water storage and utilization are important considerations. Historically, alternatives that include lining of Brunswick Canyon reservoir and building a second reservoir at the Carson City rifle range site have been considered for storage and the need for RIB's have been recognized as the capacities of the current re-use sites are exceeded.

Previous analyses indicated costs of \$12 million dollars to build a new reservoir at the rifle range and to drain and line Brunswick Canyon reservoir. Reduction in flows and, therefore, storage volumes in Brunswick Canyon reservoir allow for a "coffer dam" approach to lining the reservoir which would allow the lining to occur while leaving the reservoir in service. This alternative is estimated at \$7 to \$8 million dollars.

Lining of Brunswick Canyon reservoir will eliminate seepage of approximately 1300 acre feet of reclaimed water based on the current flow conditions resulting in recapture value of \$5,400 to \$6,200 per acre foot. During previous periods of higher flow and storage conditions, the seepage losses were in the neighborhood of 1750 acre feet, thereby providing additional feasibility to the lining alternative and bringing recapture costs to \$4,000 to \$4,600 per acre foot.

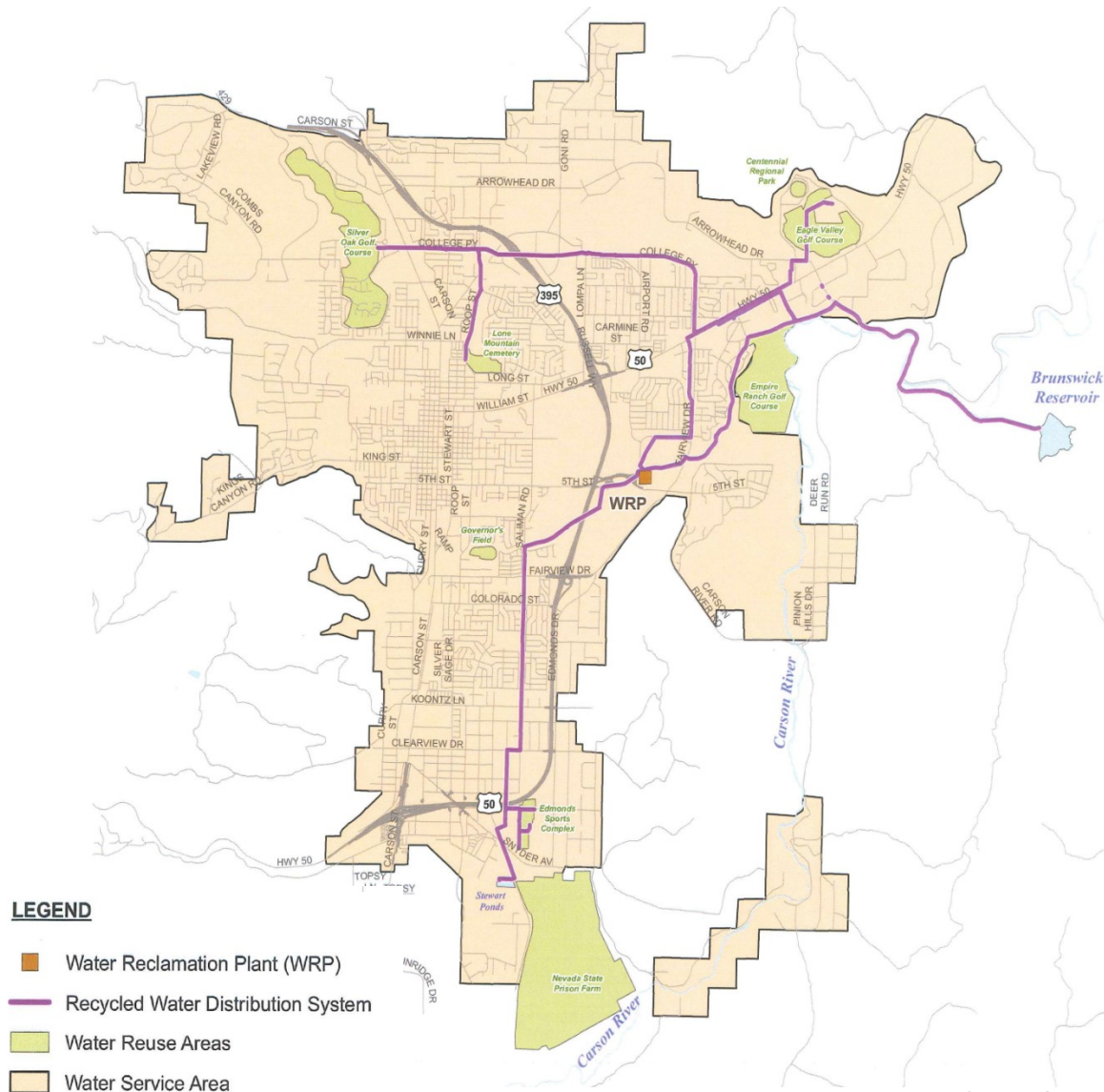
With the lining of Brunswick Canyon reservoir, the additional 1300 to 1400 acre feet of reclaimed will have to be utilized. Even if the current re-use sites were encouraged to utilize their maximum historical use, there is still a surplus that needs to be utilized. Previous alternatives included the use of RIB's at a cost of \$4 to \$13 million depending on volume and locations. Additional alternatives to consider might include industrial re-use and indirect re-injection depending on the timing of the development of state regulations allowing re-injection. Costs associated with additional wastewater treatment will have to be included in some of the options.

The Carson Water Facility Plan has included a surface water induction well solution that may provide a favorable re-use alternative assuming answers to questions regarding water rights, water treatment, and design considerations can be developed. In this scenario, the Brunswick Canyon reservoir would not be lined and the recapture of the current losses would occur via a Carson River induction well and piping back to the Carson potable system.

Costs for reclaimed water are currently provided for in Carson City's sewer rates. Other alternatives include the possibility of charging for reclaimed water as a separate segment of the sewer system. Example rates have been included from Sparks and Washoe County. Another option would be to charge a potential user based on a case by case analysis and associated agreement. Regardless of the options, the alternatives for funding are considerations in determining solutions to the reclaimed storage and re-use moving forward.

This analysis provides a high level overview of the considerations for reclaimed water moving forward. It is clear that decisions regarding the storage and utilization of reclaimed water need to be made with a clear picture of the overall costs associated with alternatives and the related funding. Updating of the 2006 Re-use Master Plan will be key in providing a picture of the new costs and options based on the current and projected flows of the Carson City Wastewater system.

Carson City Reclaimed Water Storage and Utilization Considerations



Background

- Water Resource Recovery Facility flows have reduced from an average of 5.5 MGD in 2000 to a current average of 4.2 MGD.
- Reclaimed water is stored in an un-lined Brunswick Canyon reservoir that has seepage losses.
- There has been a shortage of water to serve reclaimed sites in the last three years.
- Past Reclaimed Master Plans identified infrastructure alternatives including lining of Brunswick Canyon Reservoir.
- Current and Projected flow considerations need to be considered in updating the Reclaimed Master Plans.

Table 1 – Reclaimed Usage 2010-2015 (Acre Feet)

	2010	2011	2012	2013	2014	2015	AVE	MAX
Prison Farm	1397	1510	968	1083*	1102#	761#	1137	1510
Empire Ranch	536	531	680	765	937	831	713	937
Eagle Valley	792	778	920	828	778	800	816	920
Silver Oak	428	420	486	465	425	450	446	486
Parks, Dust	205	182	197	162	14	2	127	205
TOTALS	3358	3421	3251	3303	3256	2844	3239	3421

NOTES:

* - Prison Farm meter

- Actual irrigation at the Prison Farm was 1426 in 2014 and 997 in 2015 due to potable water augmentation.

Table 2 – Approximate Loss Estimates 2010 -2015

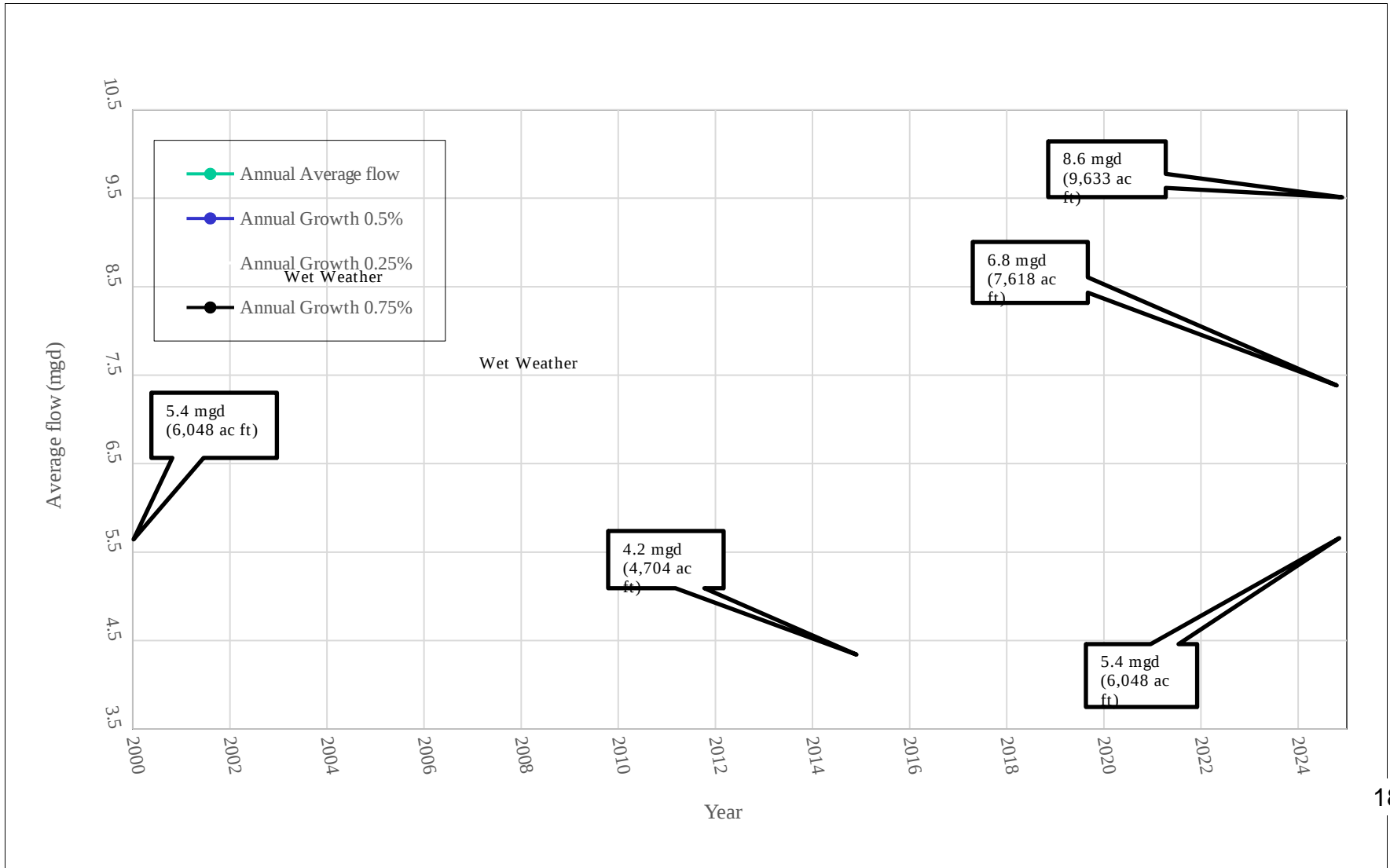
	2010	2011	2012	2013	2014	2015	
Annual Plant Flow (Ac Ft)	5041	5153	4704	4593	4524	4756	
Annual Recl Usage (Ac Ft)	3358	3421	3251	3303	3256	2844	AVE
Gross Recl Water Loss (Ac Ft)	1683	1732	1453	1290	1268	1912	1556

Plant Flow – Recl Usage = Gross Loss

Reservoir Annual Change (Ac Ft)	-224	224	0	274	-151	-255	
Approximate Evaporation (Ac Ft)	-250	-250	-250	-250	-250	-250	AVE
Adjusted Recl Water Loss (Ac Ft)	1209	1706	1203	1314	867	1407	1284

Gross Loss [+/- Annual Change] – Evaporation = Adjusted Loss

Figure 1 – Water Resource Recovery Facility Annual Average Daily Flow



Infrastructure Options and Costs

- Lining of Brunswick Canyon Reservoir costs \$7 - \$8 million.
- Lining results in a recovery of the current estimate of seepage of 1,300 acre feet.
- Previous studies identify reclaimed water going to Rapid Infiltration Basins (RIB's) at a cost of \$4 to \$13 million.
- Additional options for reclaimed utilization include delivery for additional irrigation uses, possible industrial uses, and possible indirect potable recharge.
- Induction well would provide surface water recapture of reservoir seepage and pump the water back into the system at Deer Run Road.

Figure 2 – Possible Reclaimed Extensions

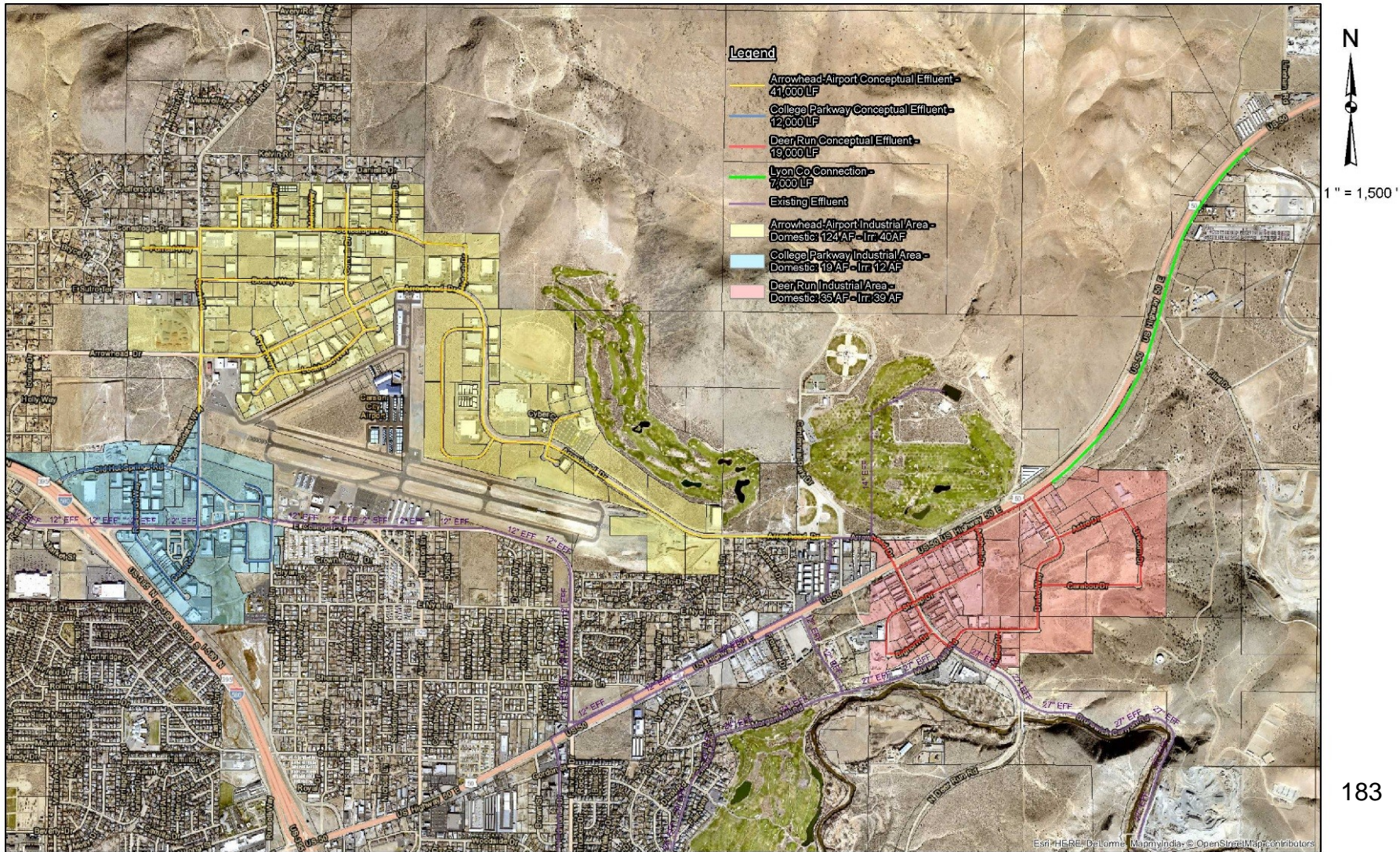
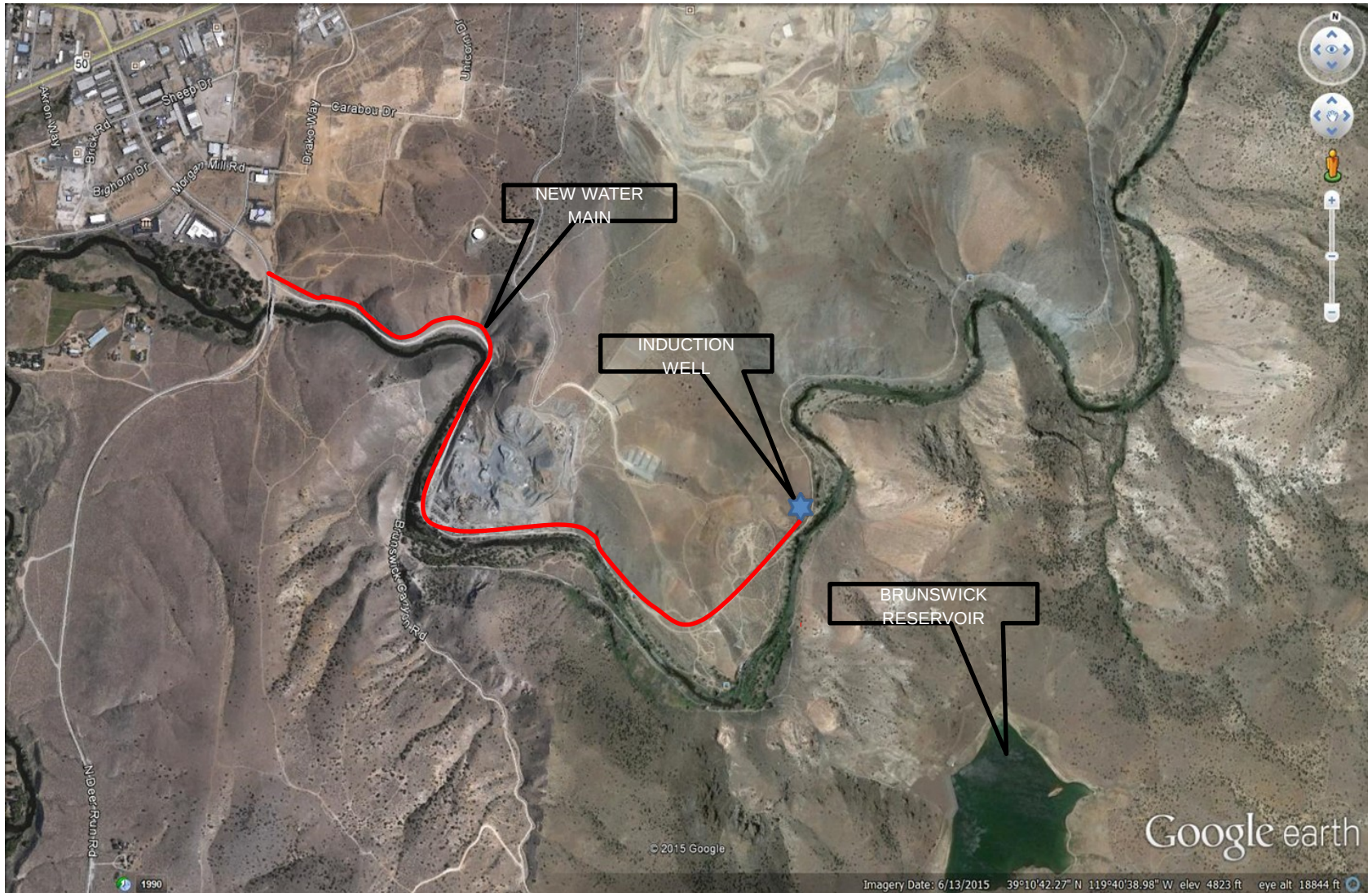


Figure 3 – Induction Well, Surface Water Recapture



Summary

- Need to update the Reclaimed Master Plan.
- Consider lining Brunswick Canyon Reservoir at a cost of \$7 to \$8 million resulting in a current. estimated recovery of 1,300 acre feet and likely additional recapture as WRRF flows increase.
- Costs to deliver additional reclaimed to RIB's range from \$4 to \$13 million based on previous studies.
- Consider reclaimed utilization uses to include additional irrigation, possible industrial uses, and possible indirect potable re-injection as regulations allow.
- Induction well for surface water recapture.
- Provide full picture of options and costs based on the current and projected flows.
- Review possible revenue considerations for development of the reclaimed uses.

Questions ?

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Vern L. Krahn, Senior Park Planner (VKrahn@carson.org)

Agenda Title: For Possible Action: To accept the Parks and Recreation Commission's 2015 Annual Report.

Staff Summary: The Parks and Recreation Commission has indicated to the Parks and Recreation Department staff that they would like to begin giving an annual report to the Board of Supervisors. The Commission's 2015 Annual Report presentation will cover items brought before the Commission during this past calendar year and will address items of concerns for 2016.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to accept the Parks and Recreation Commission's 2015 Annual Report.

Board's Strategic Goal

Efficient Government

Previous Action

Not Applicable

Background/Issues & Analysis

The Parks and Recreation Commission would like to present its 2015 Annual Report to the Board of Supervisors. This verbal presentation will be given by Chairperson Brett Long. This report is not intended to be an item by item repeat of every meeting agenda item. Instead, it is intended to provide the Board of Supervisors with an overview of current projects, topics, and issues that have come before the Commission in 2015 and provide a forum for the Commission to communicate its concerns to the Board on matters related to the City's park system for 2016. In addition, this agenda item provides an opportunity for the Board to communicate back to the Commission any concerns or future tasks that the Board may want the Commission to address in this upcoming year.

Applicable Statute, Code, Policy, Rule or Regulation

Not Applicable

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Not Applicable

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Not Applicable

Alternatives

- 1) Not accept the Commission's 2015 Annual Report.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**PARKS AND RECREATION COMMISSION
INDEX - 2015**

JANUARY 6, 2015

- For Possible Action: To elect a Chairperson and Vice Chairperson of the Parks and Recreation Commission for 2015.
- Discussion only regarding a review of the Parks and Recreation Commission's Bylaws.
- Discussion only regarding the State of Nevada Division of Public Behavioral Health's Out of School Recreation Program permit.
- Presentation and discussion only on the Bureau of Land Management Resource Management Plan by Ms. Colleen Sievers.
- For Possible Action: To recommend to the Board of Supervisors approval of staff's FY2015/16 Capital Improvement Budget.
- Update regarding the Multi-purpose Athletic Center (MAC).

FEBRUARY 3, 2015

- For Possible Action: To recommend to the Board of Supervisors a Guaranteed Maximum Price (GMP) for the construction of the Multi-use Athletic Center as presented by Miles Construction.
- For Possible Action: To approve and recommend that City staff submit a Parks and Recreation Commission report on their year-long review of the Parks and Recreation Master Plan to the Planning Commission and the Board of Supervisors.
- Discussion only regarding the overall condition of both paved paths and unpaved trails maintained by the Carson City Parks and Recreation Department.
- Discussion only regarding the East/West Transmission Water Line Project through Mills Park.
- Update on the BMX Track Lighting Project.
- Update on the ADA Improvement Project at the JohnD Winters Centennial Park Upper Sports Complex.
- Update on the condition of the Fuji Park Dog Park.
- Update on the Carson City Freeway's Multi-use Path property closing with the Arraiz Family.
- Update on the Nevada Fair being assigned to the Parks and Recreation Department.

MARCH 3, 2015

- Discussion only regarding the 2014/15 Arlington Square Ice Rink operations.
- Discussion only regarding a process to select a project(s) for submission to the Southern Nevada Public Lands Management Act's Parks, Trails, and Natural Areas grant program.
- For Possible Action: To select three members of the Parks and Recreation Commission to attend the 2015 Nevada Recreation and Parks Society Annual Conference to be held from April 16-17, 2015 at the Nugget Casino in Sparks, Nevada.
- Update on the Multi-purpose Athletic Center project.
- Update on the removal of two large hazard cottonwood trees from Fuji Park.
- Update on Pete Livermore Sports Complex entrance sign.
- Update on the 2015 Land and Water Conservation Fund grant.
- Update on Ash to Kings Canyon Trail project.

APRIL 7, 2015

- For Possible Action: To consider the possibility of a property exchange with Mr. W. Michael Fagen for 20 acres of land that he owns on U.S. Highway 50 near the Clear Creek Interchange, APN 007-051-81, for vacant park property located 1020 Buzzy's Ranch Road, APN 010-611-01, and to hold a public hearing at a future meeting of the Parks and Recreation Commission.
- For Possible Action: To support the efforts of the Eagle Valley Trails Committee regarding their work with the community and land management agencies to improve the trail systems within the Eagle Valley area.
- For Possible Action: To recommend to the Board of Supervisors the transmittal of comments to the Bureau of Land Management on the Carson City District Draft Resource Management Plan and Environmental Impact Statement.
- For Possible Action: To recommend to the Board of Supervisors a new policy allowing free use of the Carson City Aquatics Facility to Carson City resident veterans with 100% service connected disabilities.
- For Possible Action: To approve the Parks and Recreation Commission's report on the Parks and Recreation Master Plan and request City staff to submit the report to the Planning Commission and the Board of Supervisors.
- Update on the Multi-purpose Athletic Center project.
- Update on the 2015 Arbor Day Ceremony to be held on Saturday April 25, 2015 at Long Ranch Park.

MAY 5, 2015

- Public Hearing and Possible Action: To recommend to the Board of Supervisors to pursue a possible land exchange with Mr. W. Michael Fagen for 20 acres of land that he owns on U.S. Highway 50 near the Clear Creek Interchange, APN 007-051-81, for vacant park property located 1020 Buzzy's Ranch Road, APN 010-611-01.
- Presentation and discussion only by Jacob Wolz, Eagle Scout candidate, on the Governors Field Dugout and Backstop Painting Project for Fields #1 and #6.
- For Possible Action: To authorize the Chairperson's signature on a letter of support for a Federal Lands Access Program (FLAP) grant submitted by Carson City Public Works for various improvements along Sierra Vista Lane.
- Discussion only on the planning and fund raising progress for the Disc Golf Course Complex Project.
- For Possible Action: To have the Parks and Recreation Commission Chairperson or his designee(s) present the Parks and Recreation Commission's report on the Parks and Recreation Master Plan to the Planning Commission and the Board of Supervisors at an upcoming regularly scheduled meeting.
- For Possible Action: To recommend to the Board of Supervisors approval of the Parks & Recreation Department's tentative Fiscal Year 2015/16 Annual Budget.
- Discussion only regarding an overview by commissioners Lee-Ann Keever and Donna Curtis of the Nevada Recreation and Parks Society's 2015 conference.
- Update on the Multi-purpose Athletic Center project.
- Update on the Multi-purpose Athletic Center project including construction and use by the Carson City Visitor's Bureau.

JUNE 2, 2015 – NOTICE OF CANCELLATION

July 7, 2015

- For Possible Action: To accept a report from Commissioner Curtis given to the Board of Supervisors on Thursday, June 18, 2015 regarding her presentation of the commission's discussion and actions on their review of the Carson City Parks and Recreation master Plan.
- For Possible Action: Discussion only regarding planning efforts for the upcoming Nevada Fair at Carson Fairgrounds/Fuji Park.
- For Possible Action: Discussion only regarding a review of AB 25 the new Residential Construction Tax law.
- For Possible Action: To cancel the Tuesday, August 4, 2015 Parks and Recreation Commission meeting and replace it with a joint meeting with the Open Space Advisory Committee on Monday, August 17, 2015.
- Update on the Imus Park Clean up event with the Kiwanis Clubs held Saturday, June 6, 2015.
- Update on the Waterfall Trailhead and Fire Fighters' Memorial Ribbon Cutting Ceremony held on Wednesday, June 24, 2015.
- Update regarding the transfer of BLM property through the Omnibus Public Land Management Act of 2009 to Carson City including recent city improvements to Silver Saddle Ranch and the north end of Prison Hill.

AUGUST 17, 2015

- For Possible Action: To approve letters of support to the Bureau of Land Management, U.S. Forest Service and Nevada Division of State Parks regarding trail projects and to authorize the signatures from the Chairman of the Open Space Advisory Committee and the Parks and Recreation Commission
- For discussion only to review the authority and responsibility of the Open Space Advisory Committee and the Parks and Recreation Commission as stated in the respective enabling ordinances
- For discussion only to identify potential projects for grant funding through the Southern Nevada Public Land Management Act – Parks, Trails, and Natural Areas grant program
- For Possible Action: To name two members from each committee/commission to review and evaluate potential projects with staff for submittal to the Southern Nevada Public Land Management Act – Parks, Trails, and Natural Areas grant program.
- Update Grace Works project on May 16, 2015.

SEPTEMBER 1, 2015

- Presentation and discussion only by Thomas Reed, Eagle Scout candidate on his Lone Mountain Park Trail Enhancement and Fence/Signage Removal Project
- For Possible Action: Regarding a review and action on possible changes to Carson City Municipal Code Chapter 2.16 – Carson City Parks and Recreation Commission.
- For discussion only regarding an update of the Residential Construction Tax budget and committed projects
- For discussion only regarding a five year projection of the Quality Life Fund (Q18) revenues.
- Update on the Multi-purpose Athletic Center (MAC) project.
- Update on Nevada Division of Wildlife Grant.

OCTOBER 6, 2015

- Presentation and discussion only by Jacob Wolz, Eagle Scout Candidate on the completion of his Governors Field Dugout and Backstop Painting Project for Fields #1 and #6.
- Presentation and discussion only on the 60% design and budget report for the Downtown Carson Streetscape Project
- Discussion only regarding the recipients for the Foundation for Carson City Parks and Recreation Awards for 2015.
- For possible Action: To approve staff's recommendation for the allocation of Residential Construction Tax funds for FY 2015/2016 to improvement projects to Ross Gold Park.
- Discussion only regarding a "Master Plan Update" report given to the Board of Supervisors on behalf of the Parks and Recreation Commission by Commissioner Donna Curtis on June 18, 2015.
- Update on the Disc Golf Course project.
- Report on the NRPA's Annual Conference in Las Vegas.

NOVEMBER 4, 2015

- For Possible Action: To approve staff's proposed fees and hours of operation for the Multi-purpose Athletic Center.
- For Possible Action: To recommend to the Board of Supervisors the following revisions to Carson City Municipal Code Chapter 2.16 Parks and Recreation Commission: Section 2.16.010 – Organization; Section 2.16.030 – Term of office; Section 2.16.040 – Meetings and officers – Legislative procedure – Removal of Commissioner – No compensation; and Section 2.16.045 – Removal for cause.
- For Possible Action: To approve staff's recommendation for the allocation of Residential Construction Tax funds for FY 2015/2016 for improvement projects for Ross Gold Park and to suspend a competitive process for those funds.
- Discussion only on departmental rental policies regarding access to the general public for reserved sports Tournaments.
- For Possible Action: To recommend to the Board of Supervisors acceptance of the Parks and Recreation Commission's annual report for 2015.
- Update on the Disc Golf Course Complex Project's Design Charrette.
- Update on the Coyote issues at parks and trails.
- Update on the Arlington Square Ice Skating Rink
- Update on the Multi-purpose Athletic Center Project and grand opening ceremony.

DECEMBER 1, 2015

- For possible Action: To recommend to the Board of Supervisors a new lease agreement for use of the Wungnema House by the Foundation for Carson City Parks and Recreation, Inc.
- Discussion only on chemical control applications by the Parks Division.
- Update on the Multi-purpose Athletic Center Project and grand opening ceremony.

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Vern L. Krahn, Senior Park Planner (VKrahn@carson.org)

Agenda Title: For Possible Action: To approve staff's recommendation to allocate \$128,148.00 in Residential Construction Tax funds from FY 2015/16 for improvement projects at Ross Gold Park.

Staff Summary: On October 6, 2015 the Parks and Recreation Commission made a recommendation for the allocation of Residential Construction Tax (RCT) funds from FY 2015/16 for improvement projects at Ross Gold Park. Parks and Recreation Department staff is bringing this agenda item forward to the Board of Supervisors to allocate these funds for this purpose. In addition, staff believes to effectively use these funds it is necessary to develop an overall site development plan for the park, prepare preliminary cost estimates, develop a construction phasing plan for four projects and identify applicable grant funding sources, including a grant acquisition strategy to increase the effectiveness of the City's limited financial resources.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to approve staff's recommendation to allocate \$128,148.00 in Residential Construction Tax funds from FY 2015/16 for improvement projects at Ross Gold Park.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

Not Applicable

Background/Issues & Analysis

Ross Gold Park is wearing out with age and needs many substantial improvements. City staff has identified four immediate projects for funding. They are as follows:

1. Playground equipment replacement - The current playground equipment was installed in 1995 and no longer meets Consumer Product Safety Guidelines or current ADA accessibility requirements. It is becoming increasingly difficult to get replacement parts when the equipment breaks due to age or vandalism. Also, the playground equipment manufacturer has stopped manufacturing replacement parts.
2. Picnic shelter replacement - The picnic shelter is sinking and is presenting a potentially unsafe situation. The roof needs to be replaced and there is no ADA accessible route to the shelter.
3. Restroom ADA improvements - The existing park restrooms do not have an ADA accessible ramp to enter the building and the restroom's interior does not meet ADA requirements.
4. Asphalt path replacement / ADA accessible routes - The existing asphalt paths are disintegrating and there is no ADA accessible route(s) to either the playground equipment, picnic shelter, tennis courts, or volleyball courts.

Staff believes all these projects are interrelated, specifically with ADA accessibility issues throughout the park and in order to address these projects collectively an overall site development plan needs to be developed. Also, these RCT funds, as noted above in and by themselves will not be able to complete all four identified projects. City staff may

need to request the allocation of additional RCT funds from FY 16/17 to complete some of these important projects. By developing this overall site development plan, it will allow staff to develop a funding strategy, a construction phasing plan for the park, cost estimates per project, and identify possible grant funding sources for each project. Staff is estimating that it will take approximately \$10,000 of these RCT funds to complete this planning process and identify the scope of work for each project.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Chapter 15.60 - Residential Construction Tax

NRS 278.4983/Assembly Bill 25, effective May, 2015 - Residential Construction Tax

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: RCT 350 Fund

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Staff is requesting the allocation of \$128,148.00 Residential Construction Tax funds from FY 2015/16 to be directed for improvement projects at Ross Gold Park.

Alternatives

- 1. Not approve staff's recommendation.

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

JASON D. WOODBURY
District Attorney
775.283.7677
jwoodbury@carson.org



**OFFICE OF THE
CARSON CITY DISTRICT ATTORNEY**
885 East Musser Street, Suite 2030
Carson City, NV 89701
775.887.2070 • 775.887.2129 fax
www.carson.org

DATE: 1-7-16
TO: Vern Krahn
CC: Roger Mollendorf; Adriana Fralick
FROM: Iris Yowell, Deputy District Attorney
RE: Ross Gold Park Improvement

You asked us to investigate the extent to which Residential Construction Tax (RCT) funds can be used for non brick and mortar aspects of park construction and improvement.

Issue Presented:

Is the City permitted to use RCT funds to pay for planning, design, plan document development, and construction management of park construction and/or park improvement projects?

Answer:

Yes.

Analysis

In my review of NRS 278.4983, chapter 15.60 of the CCMC, and opinion letters from other governmental agencies in Nevada, I have not found any prohibition on the use of RCT expenses on the planning, design, plan document development, or project management aspects of an otherwise permissible neighborhood park construction/improvement project.

Assembly Bill 25, signed into law and effective May 2015, clarified NRS 278.4983 to make clear that improvements to existing parks are allowable uses of RCT funds. As part of that clarification, the term “improvement of facilities” was defined to mean “the expansion, modification, redesign, redevelopment or enhancement of existing facilities or the installation of new or additional facilities.” NRS 278.4983(8)(b). In addition, NRS 278.4983(5) was amended to specifically disallow maintenance and operational expenses from the set of allowable uses for RCT funds. NRS 278.4983(5)(b).

While the term “facilities” is defined in NRS 278.4983(8)(a) to refer to various components of a park, there is every reason to expect that the term “improvement” is to be construed similarly for improvements to parks 278.4983(5)(a), and improvements to facilities 278.4983(5)(b).

The definition of “improvement” given by revised NRS 278.4983, as well as the specific exclusion of maintenance and operational expenses, counsels for an interpretation of allowable RCT expenses that is broader than only brick and mortar type expenses. Of particular importance is the inclusion of “redesign” in the definition of improvements.

Conclusion

It is this office’s opinion that RCT funds may be used because planning, design, and project management expenses are necessary aspects of the overall park improvement project.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Richard Wilkinson, Senior Natural Resource Specialist rwilkinson@carson.org

Agenda Title: For Possible Action: To authorize the Open Space staff to submit a grant application to the Carson Water Subconservancy District for an erosion control and watershed improvement project. The project location is on the southeast side of the Prison Hill Recreation Area along Golden Eagle Lane.

Staff Summary: This funding request is for erosion control, water quality and watershed improvement work on the southeast side of Prison Hill Recreation Area, along Golden Eagle Lane. The grant opportunity would give staff the ability to pursue funds needed to address erosion issues occurring on the southeast end of Prison Hill which are impacting Open Space property, the Carson River and safe access for residents on Golden Eagle lane.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to authorize the Open Space staff to submit a grant application to the Carson Water Subconservancy District for an erosion control and watershed improvement project. The project location is on the southeast side of the Prison Hill Recreation Area along Golden Eagle Lane.

Board's Strategic Goal

Safety

Previous Action

N/A

Background/Issues & Analysis

Golden Eagle Lane, Prison Hill Recreation Area and the Carson River have been impacted by a series of flash flooding events, drought and OHV use. These events have caused severe erosion and water quality impacts to the Carson River and the Golden Eagle Lane access for residents. These erosion problems have impacted Open Space property by damaging the trail access area identified in the Unified Pathways Master Plan. These erosion events have left an incised channel which will continue to impact the Prison Hill Recreation Area, Golden Eagle Lane and the Carson River Watershed. Staff is still working on the design and cost estimates, but it is anticipated the project will cost approximately \$150,000. This project will provide regional benefits within the Carson River Watershed. This project will improve water quality, help provide long term prevention of further stream bank erosion and will reduce flooding along the Carson River.

Applicable Statute, Code, Policy, Rule or Regulation

- * Omnibus Public Lands Management Act of 2009.
- * Conservation Easement
- * Programmatic Agreement

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 254-5047-452-0450

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Depending on the final project design, Carson City Open Space may have to perform annual maintenance on a retention basin near the trail access. The retention basin would be considered to help trap sediment above Golden Eagle Lane and allow for the water flows to go underneath the road to the Carson River through a culvert system. Carson City Parks, Recreation and Open Space will need to contribute funding from the maintenance and management account towards project construction. Providing matching funds for our project is not required; however, those projects that can provide a match will be given greater consideration. To improve our chances of receiving the grant award, staff is recommending that we match the grant with \$25,000 to help with engineering design and construction. Staff intends on submitting a \$125,000 grant request from the Carson Water Subconservancy District.

Alternatives

Suggest modifications to the proposed project or reject the grant submittal.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Pictures of Sediment in River



Channel cutting/Incision



Top of erosion looking down



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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 02-04-16

Staff Contact: Richard Wilkinson, Senior Natural Resource Specialist rwilkinson@carson.org

Agenda Title: For Possible Action: To accept the recommendation of the Open Space Advisory Committee to submit a grant application to the Recreational Trails Program for trail and trailhead improvements at the north end of the Prison Hill Recreation Area.

Staff Summary: On November 16, 2015, the Open Space Advisory Committee approved a recommendation to the Board of Supervisors to authorize Staff to submit a grant request to the Nevada Division of State Parks Recreational Trails Program. The grant opportunity gives Staff the ability to pursue funds to install a formal trailhead with amenities. The trailhead would be installed at the corner of 5th street and Carson River Road on the north end of Prison Hill recreation Area.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to accept the recommendation of the Open Space Advisory Committee to submit a grant application to the Recreational Trails Program for trail and trailhead improvements at the north end of the Prison Hill Recreation Area.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

The Prison Hill Recreation Area was recently conveyed to Carson City through the Omnibus Public Land Management Act of 2009. In addition to the Act, a Conservation Easement was placed on the land identifying allowable uses. Trails and trailheads are acceptable in those documents. Prior to the conveyance, the north end was closed to motor vehicles. A newly installed split-rail fence has assisted in designating a parking area and prohibiting motorized use on the trails. The proposed trailhead is identified in the Unified Pathways Master Plan for Carson City. Staff is still working on the design and cost estimates, but it is anticipated the project will cost more than \$50,000. There are several double-track and single-track trails that are not considered sustainable and are causing erosion. It is anticipated that these trails may be closed or re-routed.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City's Grants Coordination and Tracking Policy

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 254-5047-452-0450

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: There is a 20% match for the grant to the Nevada State Parks Recreational Trails Program. The funding would come from the Open Space Division budget. Staff time, mileage and money spent during the design may be used towards the match.

Alternatives

Not to approve submittal of a grant application

Board Action Taken:

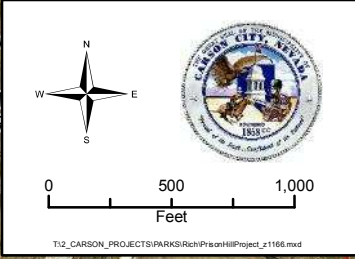
Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

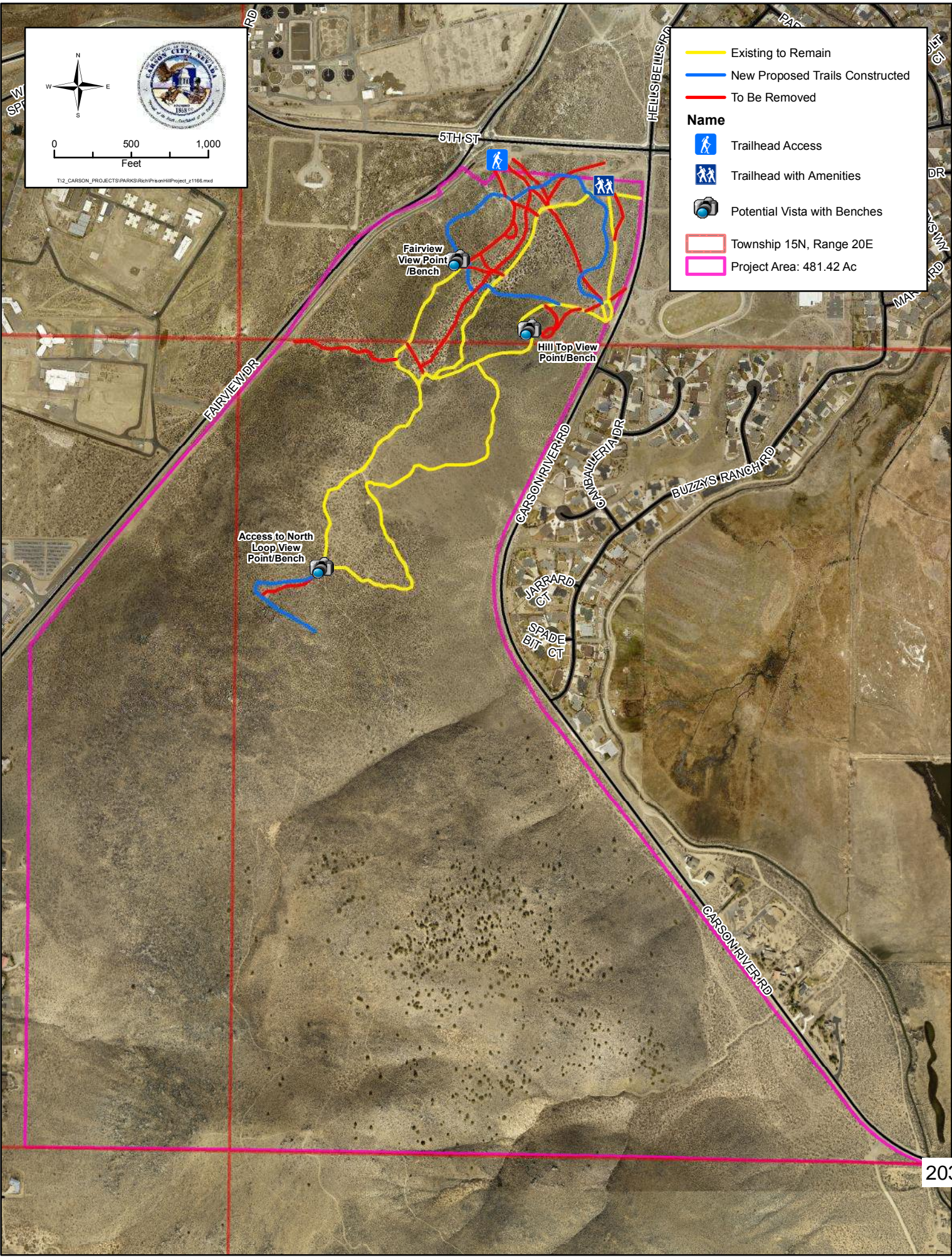


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— Existing to Remain
— New Proposed Trails Constructed
— To Be Removed

Name

- Trailhead Access
- Trailhead with Amenities
- Potential Vista with Benches
- Township 15N, Range 20E
- Project Area: 481.42 Ac



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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Robert Schreihans, rschreihans@carson.org

Agenda Title: Grant Application - FEMA, Assistance to Firefighters Grant

Staff Summary: The Carson City Fire Department has applied for an Assistance to Firefighters Grant in the amount of \$1,085,046, to supply funding to purchase a new ladder truck. The Fire Department has not had this type of apparatus in fleet since 2009.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If grant is awarded, Carson City would be responsible for a \$98,640 match.

Alternatives

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Robert Schreihans, rschreihans@carson.org

Agenda Title: Grant Application - Community Development Block Grant

Staff Summary: The Carson City Fire Department has applied for a Community Development Block Grant in the amount of \$205,000, to supply funding to purchase a new ambulance for Station 52. This ambulance would be used in a Community Paramedicine Program.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: There is no required match to be provided by the city.

Alternatives

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Robert Schreihans, rschreihans@carson.org

Agenda Title: To adopt Resolution #_____ a Resolution of the Carson City Board of Supervisors accepting a change in fee schedule for use in billing for Fire Department Services. (Robert Schreihans)

Staff Summary: The Fire Department is often called upon to provide emergency response, emergency management and/or educational assistance to citizens or other local governments. In those instances where these services are provided on a fee for service basis, the Department must have a fee schedule in place. This fee schedule is an updated version of the Resolution adopted by the Board in 2015, and will be used to seek reimbursement for services provided under assistance for hire circumstances, for the provision of elective educational programs, or to seek restitution in the case of a conviction in a court of law. This update reflects an increase to offset the labor contract rate increase of 2%.

Agenda Action: Resolution

Time Requested: 10 Minutes

Proposed Motion

To adopt Resolution #_____ a Resolution of the Carson City Board of Supervisors accepting a fee schedule for use in billing for Fire Department services.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Fees charged will be used to offset costs of providing the services. Should be revenue neutral.

Alternatives

Do not adopt resolution, and the Fire Department will absorb cost increase.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. ~~2015~~2016-R-3 _____

A RESOLUTION OF THE CARSON CITY BOARD OF SUPERVISORS ACCEPTING A FEE SCHEDULE FOR USE IN BILLING FOR FIRE DEPARTMENT SERVICES.

WHEREAS, Carson City owns and provides fire, emergency medical services, emergency management, and educational resources; and

WHEREAS, these resources are made available to other government agencies, private organizations or businesses, and the general public; and

WHEREAS, these resources are often used to mitigate an emergency or incident caused by the intentional or negligent act of an individual(s) during the commission of a crime; and

WHEREAS, the costs incurred to provide these resources should be borne by the agency, individual, or organization that uses said resources and/or is responsible for the acts that lead to the need to utilize these resources; and

WHEREAS, Carson City desires to continue to provide these costs with minimal impact to the citizens of Carson City;

NOW, THEREFORE, the Board of Supervisors hereby resolves that the fee schedule below shall be adopted and utilized, effective ~~January 15, 2015~~ **February 4, 2016**, when the Carson City Fire Department seeks reimbursement for services provided under assistance for hire circumstances, for the provision of elective educational programs, or to seek restitution in the case of a conviction in a court of law.

The following fee schedule shall apply for all billable fire department standby events, mutual aid responses, and/or for the purpose of cost recovery. The rates are for a minimum period of two hours.

<u>EQUIPMENT</u>	<u>RATE</u>
• Structure Engine - Type I or II (Staffed with 4 or 3 personnel)	\$410 418 /hr
• Brush Engine - Type III (Staffed with 3 personnel)	\$315 322 /hr
• Brush Engine - Type IV thru type VI (Staffed with 3 personnel)	\$315 322 /hr
• Water Tender (Staffed with 2 people)	\$260 265 /hr
• Squad/Air Unit (Staffed with 2 people)	\$260 265 /hr
• Haz Mat Unit (Vehicle use only - no staffing included)	\$240 245 /hr

- Ambulance (ALS or BLS) (Staffed with 2 people) \$255260/hr
- Sedan/SUV/Light Duty Truck .6566/mile
- Miscellaneous Equipment (Variable charges will apply for equipment that is contaminated, consumed or damaged based on actual replacement costs and/or labor required to repair, maintain or replace)

PERSONNEL

RATE

- Chief Officer \$9092/hr
- Captain \$5960/hr
- Pump Operator/Driver \$5354/hr
- Firefighter/Paramedic \$5354/hr
- Firefighter \$4849/hr
- Investigator/Inspector \$6869/hr

VEHICLES

RATE

- Sedan \$45/day
- Pick-up (1/2 ton or smaller) \$55/day
- Van \$65/day
- Pick-up (3/4 or larger) & SUV \$80/day

COMMUNITY EDUCATION AND FIRE PREVENTION

RATE

- Heart saver CPR/First aid \$75/class
- Heart saver CPR basic \$45/class
- Healthcare Provider CPR \$45/class
- First aid \$35/class

WHEELCHAIR TRANSPORT SERVICES

- Base rate – one way transport \$55-56 per trip
- Mileage (10 free miles included in base rate) \$6/mile

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NOTE:

With the exception of the rates established by municipal code, charges may be modified based upon contractual agreements, mutual aid agreements, or for non-profit community service organizations at the direction of the City Manager or Fire Chief.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, ~~2015~~2016, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ROBERT L. CROWELL, Mayor

ATTEST:

Sue Merriwether, Clerk - Recorder

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Robert Schreihans, rschreihans@carson.org

Agenda Title: For Possible Action: To authorize Carson City to submit a grant application in the amount of \$1,102,500 (\$367,500 each year - for three years) to the Social Innovation Fund, Corporation for National and Community Service - Pay for Success Grant. (Robert Schreihans)

Staff Summary: This grant request will be used to acquire funding which would implement Carson City's plan for developing a Community Paramedicine (CP) program.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

To authorize Carson City to submit a grant application in the amount of \$1,102,500 (\$367,500 each year, for three years) to the Social Innovation Fund, Corporation for National and Community Service - Pay for Success Grant.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

With a Pay for Success Grant award, Carson City will implement its plan for developing a Community Paramedicine (CP) program. This is a model of community-based health care in which paramedics function outside their customary emergency response and transport roles, in ways that facilitate more appropriate use of emergency care resources, while enhancing access to primary care for medically underserved populations.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The match required for this grant can be satisfied in the form of in-kind services (soft match).

Alternatives

The alternative, choosing to not allow for application, would hinder funding sources for Carson City's CP Program

213

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Jason Woodbury

Agenda Title: FOR POSSIBLE ACTION: Discussion and possible approval of amendments to Carson City, Nevada, Boards, Committees, and Commissions Policies and Procedures, Approved September 5, 2012

Staff Summary: The Board of Supervisors adopted the existing policies and procedures governing its boards, committees, and commissions in September, 2012. Since that time, improvements to the existing policy have been discussed at two meetings, most recently on December 3, 2015. The District Attorney's office has completed the revision to the policies and procedures in accordance with that discussion and the direction of the Board of Supervisors.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the amendments to Carson City, Nevada, Boards, Committees, and Commissions Policies and Procedures, Approved September 5, 2012, in the manner discussed December 3, 2015 and to adopt the draft presented by the District Attorney's office as supporting material for this agenda item.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

See staff summary above.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City, Nevada, Boards, Committees, and Commissions Policies and Procedures, Approved September 5, 2012

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Reject the draft revisions to Carson City, Nevada, Boards, Committees, and Commissions Policies and Procedures, Approved September 5, 2012; Consider additional or different revisions.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Carson City, Nevada
Boards, Committees, and Commissions

Policies and Procedures
Approved September 5, 2012
Amended February 4, 2016

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Boards, Committees, and Commissions

PREFACE

Carson City is blessed with a citizenry that believes in the value and benefits of community service and active public engagement. The men and women who serve the City as volunteers and as members of its boards, committees, and commissions are critical to Carson City's mission of providing quality services to its residents and to ensuring government processes are open, transparent and inclusive and that our superior quality of life is preserved for present and future generations.

PURPOSE AND AUTHORITY

Boards, committees, and commissions are created under the authority of the Carson City Charter, Chapter 2.320. They are intended to gather and parse information for the purpose of presenting options and recommendations to the Carson City Board of Supervisors. Unless otherwise directed by the Nevada Revised Statutes, Carson City Charter, Carson City ordinance, resolution of the Board of Supervisors or by order of law such entities are advisory in nature and retain no official independent authority or responsibility.

EQUAL OPPORTUNITY

The goal of Carson City is to encourage a diverse membership and participation on its boards, committees, and commissions. Equal opportunity is good business and applies to all areas of citizen involvement. Carson City does not discriminate in its selection decisions based on race, religion, color, national origin, gender, gender identity or expression of a person, sexual orientation, age, political affiliation, pregnancy, military status, disability, genetic information, or any other basis. The selection of members of a board, committee, or commission is based solely on merit and fitness.

CODE OF CONDUCT

It is expected that appointees to all City boards, committees and commissions shall conduct themselves in a manner befitting their position. Courtesy, honesty and respect for others are important attributes for all public servants whether appointed, elected or employed. Everyone who serves the City should treat others in a professional manner being mindful of the fact that they are expected to represent and be accountable to the people they serve.

APPLICATION

This policy applies to all appointed boards, committees, and commissions, Carson City offices/departments and to all elected officials, department directors and their employees except as stated below.

This policy does not apply to the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Board of Health, the Carson City Redevelopment Authority, nor any non-City board, committee, or commission created by

state or federal law on which a member of the Board of Supervisors sits or where the Carson City Board of Supervisors is required to appoint a portion of the membership but not a majority of the membership.

This policy does not apply to internal committees established by department directors for informal processes such as the Human Resources' Director's Insurance Committee, the City's Risk Management Committee, or the City Manager's Internal Finance Committee. These committees exist at the discretion of the Directors and do not involve non-city members.

TYPES

Boards, committees, and commissions are created by state law, Carson City Charter, or ordinance or resolution of the Board of Supervisors.

Each committee is unique in its purpose, mission, and role. It is especially important that members be familiar with their committee's governing statutes, ordinances, or controlling resolutions and other authorizing documents so they understand the framework within which the committee must operate. The City's executive department advisory bodies may in some cases not be a public body under the Open Meeting Law.

There are four main types of committees (See Appendix A.):

Advisory Boards, Committees, and Commissions

The Board of Supervisors, elected executive officials, the City Manager, and department directors may create these. The members serve as advisors on policy and/or operational matters to the City's executive department or to the Board of Supervisors. Advisory bodies may study existing policy and/or operational procedures for changes or implementation. Advisory bodies do not have authority to enforce policy or create rules, but their analysis and recommendations can play an important role in furthering the effective operation of City government. Examples of advisory bodies are the Parks and Recreation Commission and the Redevelopment Authority Citizen's Committee which are also public bodies under the Open Meeting Law

Legislative Boards, Committees, and Commissions

Legislative boards, committees, and commissions are created by state law with the membership appointed by the Carson City Board of Supervisors, or, in the case of the Board of Supervisors, elected to the board by the community. Boards, committees or commissions with legislative authority have the ability to make, amend or repeal ordinances and regulations. An example of this legislative authority is the Carson City Redevelopment Authority's ability to zone or rezone property in a redevelopment area.

Regulatory Boards, Committees and Commissions

Usually, these types of bodies are created by statute or ordinance and perform rule-making or administrative hearing functions. In fulfilling these functions, they operate as a review and appeals body. As an appeals body, they hear individual cases and rule on them; their decisions, however, are usually subject to further appeals, which might

include a hearing officer, or the Board of Supervisors or a State board, or judicial review. Examples of regulatory bodies are the Board of Equalization and the Carson City Board of Health.

Member of a Non-City Board, Committee, or Commission

The boards, committees, and commissions listed under this heading are created by other governments or agencies and the City has been asked (or mandated by state or federal law) to supply a member(s). An example of a board that's not created by the Carson City Board of Supervisors but to which the Board appoints members is the Nevada Association of Counties (which is a nonprofit corporation) or the Tahoe Regional Planning Agency Governing Board (which is a bi-state government public body).

APPOINTMENT AUTHORITY

Members are appointed by resolution or minute order to the various boards, committees, and commissions by a majority vote of the Carson City Board of Supervisors or by the Mayor of Carson City as set out in the particular state law, ordinance, or resolution of the Board of Supervisors.

APPOINTMENT PROCEDURES

The methods by which non-elected citizen members are to be appointed to certain City public bodies are:

Vacancies to be Advertised

Carson City Executive Office staff publicizes vacancies on the City's boards, committees, and commissions and solicits and reviews applications for membership from interested citizens. Notice is published in the local newspaper and is posted on the City's website by means of an announcement naming the type of vacancy, where to obtain an application and the closing date for accepting applications. Applications may be accepted between application periods and held until the next vacancy occurs.

The notice is generally made at least four weeks in advance of the end of the term and the application period generally remains open for a minimum of two weeks. Prior to the time an incumbent's term expires, he or she may apply for reappointment if eligible.

Commissioners, existing board and committee members, and others are encouraged to recruit citizens to apply for vacancies if they believe they would serve the city well. If no applications are received by the expiration of the application period, or if applicants fail to receive majority support from the Board of Supervisors, the individual members of the Board of Supervisors may privately solicit, or collectively take public action to solicit, individuals to serve and may appoint members without another open application period.

Qualification and Residency Requirements

Section 2.320 of the Carson City Charter requires that a person sitting on an advisory board that only serves Carson City must be a resident of Carson City and registered to vote in Carson City.

Methods of Appointment

- A. When a board, committee, or commission is first created, the members shall be appointed by the Board of Supervisors after review of the applications and interviewing the candidates either in person or electronically.
- B. After the initial formation of the board, committee, or commission, any vacancy occurring for any reason shall be filled by appointment by the Board of Supervisors after reviewing the submitted applications and interviewing the prospective members either in person or electronically.

Filling Mid-Term Vacancies

Should a mid-term vacancy occur on a board, committee, or commission, the Board of Supervisors may appoint a replacement member to complete the remainder of the term, as provided by this policy and state law. If applications for the original appointment are less than one year old, the Board may appoint a replacement from the original pool of applicants.

Nominations by Individual Members of the Board of Supervisors

Where an individual member of the Board of Supervisors is authorized to appoint an individual to a board, committee or commission, such as the Charter Review Committee, the appointment(s) shall be made no later than the first Board of Supervisors' meeting in February of each year for those committees having annual terms or the February following a General Election for newly elected Board of Supervisors for those board, committee, or commission members whose terms are co-terminus with the appointment member of the Board of Supervisors. NOTE: For the Charter Review Committee, the appointment of nominees by Nevada Legislators representing Carson City shall also be made by the first Board of Supervisor meeting in February following a General Election.

Criteria for Appointment

- A. *Application.* All applicants for appointment or re-appointment must provide to the City Manager a completed application on a form to be provided by the City Manager.
- B. *Residency.* Appointment to certain boards, committees or commissions must, by state law, ordinance, resolution or City requirements, be limited to residents of Carson City. Persons residing outside the City may be considered and appointed to positions not legally restricted to City residents when determined appropriate by the Board of Supervisors.
- C. *Criminal Record:* A person convicted of a felony, domestic violence or a gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals) is not eligible to serve on a City board, committee, or commission. The application form shall contain a provision for a statement under oath that the candidate is eligible to serve on a board, commission, or committee under the criteria set forth in this paragraph.
- D. *Conflicts.* Except as specifically required or allowed by law, City employees (including elected officials), persons who have been a City employee and/or

an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the City are not eligible for appointment to any City board, committee, or commission that has authority over the contract.

- E. *Contributive Potential.* The Board of Supervisors shall evaluate the potential contribution that each applicant may make if appointed to a board, committee, or commission. Guiding factors include:
1. Desire and ability to perform the service.
 2. Ability to express ideas, concepts, and philosophies.
 3. Experience in the community.
 4. Special knowledge important to a particular board, committee, or commission, yet with the ability to represent the interests of the community as a whole and not a special interest.
 5. Ability to work collaboratively with other members, staff, and officials.
 6. An assurance of sufficient time available to devote to the duties of the board, committee, or commission.
- F. *Reappointments.* Incumbents who wish to be reappointed and who are eligible for reappointment shall submit an application during the application period. In addition to the criteria above, the Board of Supervisors will also evaluate incumbents using the following criteria:
1. Attendance. The expected minimum standard of attendance at all meetings is 75%, regardless of whether absences are excused or unexcused.
 2. Understanding the function of the board, committee, or commission.
 3. Contribution to the efforts of the board, committee, or commission.
 4. Effectiveness as a participating member of the body.
 5. Number of terms served.

Background Check

The Board of Supervisors may require a pre-appointment background check for any position if deemed warranted. The cost of the background check will be borne by the City.

Advance Review of Qualifications

Prior to presenting applicants by the Board of Supervisors, the City Manager shall determine whether each applicant is eligible for appointment to the position for which the applicant has applied.

Timely Submission of Information

It is the Board of Supervisors' aspirational goal to ensure all information relating to appointments to boards, committees, and commissions is received by Board members and made available to the public in a timely fashion. The late submission of information should be avoided when possible.

TERMS

Whenever possible, terms will be set to expire at either yearend or mid-year. The same expiration date may apply to all terms of the board, committee, or commission. Terms may be adjusted as necessary to maintain staggered expiration dates.

TERM LIMITS

Except as otherwise provided by law or specifically authorized herein, no person shall serve on the same board, committee, or commission for more than twelve (12) years.

Where maximum terms of service are specified, appointees:

1. serving a two (2) year term may be reappointed five times for a maximum of six (6) terms;
2. serving in a three (3) year term may be reappointed three times of a maximum of four (4) terms;
3. serving a four (4) year term may be reappointed twice for a maximum of three (3) terms; and
4. serving a five (5) year or greater term may be reappointed once for a maximum of (2) two terms.

For a term of two (2) years or less, appointments of less than one (1) year made to fill an unexpired term shall not be considered as a full term. Appointments of one (1) year or more shall be considered a full term.

For a term greater than two (2) years, appointments of less than two (2) years made to fill an unexpired term shall not be considered as a full term. Appointments of two (2) years or more shall be considered a full term.

Members shall continue to serve after the expiration of their term until a new appointment or reappointment is made, or the member resigns in writing.

Anything to the contrary herein notwithstanding, an incumbent who is made ineligible to serve a term by this provision may be reappointed for the term if: (1) the incumbent applies for reappointment; (2) the incumbent is otherwise eligible for reappointment; and (3) no other qualified individual submits an application.

ATTENDANCE POLICY

All board, commission and committee members shall attend at least seventy-five percent (75%) of all meetings in the preceding twelve (12) month period. No differentiation is made between excused or unexcused absences of members.

MULTIPLE APPOINTMENTS

No non-elected person is eligible to apply or to serve on more than one board, committee, or commission at any one time. The prohibition does not apply to appointments made by individual members of the Board of Supervisors.

CONFLICT OF INTEREST

All members of boards, committees, or commissions must avoid any conflict of interest. No individual may use an official position to gain personal advantage. If a member of a board, committee, or commission concludes that the member has a conflict of interest with respect to a matter pending before the board, committee, or commission, the member shall disclose the conflict of interest and abstain from voting and/or recuse himself or herself as required by Nevada's Ethics in Government Law (NRS 281A.010 – 281A.550) from participating in the deliberations and decision-making process for the matter under consideration. A member so disqualifying himself or herself shall have no personal presence before or direct communication with the other members regarding the matter at issue. Failure of a member to disclose that he or she has a conflict of interest on a matter under consideration by the particular board, committee, or commission may be cause for removal from the board, committee, or commission.

A member convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude shall resign from the board, committee or commission within 30 days of the conviction.

PUBLIC PROCESS (OPEN MEETING LAW)

In enacting NRS 241, the Nevada Legislature found and declared that all public bodies exist to aid in the conduct of the people's business. It is the intent of the law that public body actions be taken openly and that their deliberations be conducted openly. Generally a public body means any administrative, advisory, executive or legislative body of a local government which expends or disburses or is supported in whole or in part by tax revenue or which advises or makes recommendations to any entity which expends or disburses or is supported in whole or in part by tax revenue, including, but not limited to, any board, commission, committee, subcommittee or other subsidiary thereof.

It is the responsibility of every member of a board, committee, or commission to understand the requirements of the Open Meeting Law and to assure that they individually and the board, committee, or commission as a whole operates within the letter and spirit of the law. The City, through the District Attorney's Office, provides annual training on the Open Meeting Law and the Nevada Ethics requirements to assist the members of a board, commission, or committee in understanding the requirements of the law. Additionally, the District Attorney, on his or her own, or at the request of the committee chair may provide a short course on the Open Meeting Law at any scheduled meeting of the board, commission, or committee. Chair persons are encouraged to request a presentation on the Open Meeting Law at least annually or more often if the circumstances warrant (e.g. turnover in members). Members are required to attend either the annual training course or the short course at the committee level within twelve (12) months of appointment.

LOBBYING

Lobbying on legislative or political matters shall be conducted in accordance with Resolution 2015-R-1 adopted by the Carson City Board of Supervisors January 5, 2015, as amended from time to time.

REMOVAL OF MEMBERS

Except as otherwise limited by applicable law or ordinance, the Board of Supervisors may, by majority vote, remove any of the appointed members of a City board, commission, or committee for cause based on the Board of Supervisor's reasonable discretion. Members removed by the Board shall be so notified. If the member was appointed by and represents another organization or government jurisdiction, the agency shall be notified of the Board's desire that the member be lawfully removed.

ASSIGNMENT OF STAFF SUPPORT

Carson City has a number of established boards, committees, and commissions that are assigned to City departments. When boards, committees or commissions deal primarily with issues of a single department, they are typically assigned to that department for staff support. These boards, committees, and commissions are listed in Appendix B. Elected executive officials and department directors are responsible to provide liaison, leadership, facilitation, and/or administrative support to the boards, committees, and commissions assigned to them.

OPERATION PROCEDURES AND COMMITTEE MEMBER RESPONSIBILITIES

Organization

Except as otherwise provided by law, ordinance or resolution, there shall be an annual election of a chairperson and vice-chairperson held by all boards, committees, and commissions created by the Board of Supervisors. The Chairperson is the hub of the committee process and is key to the operation and effectiveness of the board, committee or commission. The chairperson must make every attempt to run the meeting by the rules of procedure while at the same time ensuring that a fair democratic process is provided to all members of the group and to the public at large. The chairperson should take care to ensure the committee deliberations and discussion stay focused on the issue at hand. The most important part of being chairperson lies in the ability to find common ground and to achieve compromise, if appropriate. The chairperson must be able to represent the entire group to the BOS and community groups. Unless otherwise provided by law, ordinance or resolution, a Board of Supervisor member appointed to a board, committee, or commission shall not serve as chairperson or vice-chairperson.

Preparation of Agendas

Matters within the scope of the body's authority which are desired to be heard by a board, committee, or commission member, the department director, the City manager or a Board of Supervisors member shall be placed on the agenda on or before the time of agenda signing by using the appropriate board, committee, or commission agenda form and shall be attributed to the requestor.

Matters within the scope of the body's authority desired to be heard by an individual citizen or outside entity shall be submitted by said individual citizen or outside entity in the form of a letter of request to appear before the board, committee, or commission no less than fourteen (14) days prior to the next scheduled board, committee, or commission meeting. The letter should be addressed to the liaison department (See Appendix B) and should describe the item to be considered, whether it is a discussion or action item and the approximate time needed. Any supporting documents must be submitted no less than seven (7) working days prior to the meeting date. The liaison department will submit the request to the chairperson who will timely advise the liaison department whether to place the matter on the agenda or otherwise advise the requester that the chairperson will not place the matter on the agenda unless requested to do so by another member, the department director, the City manager or any member of the Board of Supervisors.

The Chairperson will work with the staff liaison to review agendas for appropriate timing and placement of items. Except as otherwise provided above, the chairperson does not have the authority to remove items from the agenda or to prevent placement of items on an agenda.

Records

Boards, committees, and commissions are covered under the public records statutes of Nevada. Procedural compliance with the law is a function of staff liaison support in most instances. However, from time to time, members of boards, committees, and commissions will receive communications regarding matters within their scope of activities. All types of communications, including email, constitute a public record and the City is obligated to retain it in accordance with guidelines and policies prescribed by law. Similarly, communications to members, to citizens, officials and staff are public records as well. Members of boards, committees, and commissions should provide a copy of all communications to their respective staff liaison for inclusion in the public record.

Communication with Board of Supervisors

Expressions of a board, committee, or commission's position, recommendation or request for any action shall be in the form of a resolution, motion or other written communication, setting forth the reasons, facts, policies, and/or findings of the body supporting the communication and shall be directed to the Board of Supervisors and the City Manager. It should be emphasized that when a member who is present at a Board of Supervisor's meeting is asked to address the Board of Supervisors on a matter, the member should take care to represent the viewpoint of the particular board, committee, or commission as a whole and to avoid expressing his or her personal opinion unless clearly stated as such.

Meeting Location and Time

The City Manager shall designate meeting locations for the City's boards, committees, and commissions. It is the policy of the Board of Supervisors that meetings:

- (1) Should be televised if feasible;

- (2) Should be held at a time and location designed to facilitate public attendance and participation;
- (3) Should be held at a time and location reasonably convenient to the membership of the board, committee, or commission;
- (4) Should be scheduled on a reasonably consistent basis in regard to the time and location for meetings of a particular board, committee, or commission; and
- (5) Should be scheduled in a manner that conserves City resources when possible.

Compensation

Members of boards, committees, and commissions serve without compensation unless authorized by statute, ordinance or resolution adopted by the Board of Supervisors. Members may be reimbursed for authorized travel expenses incidental to their service.

Rules of Procedure (Bylaws)

Boards, committees, and commissions operating under the auspices of the Board of Supervisors may, depending on the nature of the group, adopt rules to address procedural considerations. Such rules of procedure shall not become effective until reviewed and confirmed by the Board of Supervisors.

Every board, committee, and commission should have a set of bylaws to direct and clarify its actions, procedures and organization. Bylaws are the guidelines by which a board, committee, or commission functions internally. Each board, committee, or commission may either develop its own set of bylaws or choose to adopt the meeting guidelines outlined below as their bylaws.

According to *Robert's Rules of Order*, bylaws define the primary characteristics of an organization, prescribe how it should function, and include rules that are so important that they may not be changed without prior notice to members and a formal vote and agreement by a majority of the members appointed to the board, commission or committee. Ordinarily, bylaws may only be changed by a two-thirds majority of the members appointed to the board, commission or committee.

If a board, committee, or commission chooses to adopt its own bylaws, they will generally include a number of articles such as the following:

- Name of the board, committee, or commission
- Mission statement
- Membership
- Officers
- Meetings
- Committees, subcommittees
- Parliamentary procedure – often including the name of the manual of parliamentary procedure the board, committee, or commission will follow
- Amendment procedures for making changes in the bylaws

Bylaws should include expectations as well as guidelines for members. Issues such as attendance, responsibilities, and discipline should be addressed in the bylaws. Board,

committee, and commission members are expected to adhere to bylaws and all relevant statutes.

Meeting Guidelines

Quorum Required

In the absence of any super majority required by law or ordinance, a quorum consisting of at least fifty one percent (51%) of the board, committee, or commission is required to have a meeting and transact any business. The quorum requirement protects against unrepresentative deliberations or actions by a small number of individuals. In some cases, the governing law or document will establish what the quorum will be.

The law does not expressly address what to do in circumstances when a noticed meeting fails to obtain or retain a quorum at or during the scheduled meeting time, therefore it is the policy of the City that:

When No Quorum Is Possible. If the chairperson or liaison department staff is aware that a quorum will not be present at any time during the scheduled public meeting, then the meeting shall be cancelled. When possible it shall be cancelled by providing email notice to any applicable notification list and posting the cancellation notice at the door of the noticed meeting location.

If There Will Be a Late Quorum. If it is reasonably believed that one or more members will arrive late to complete the quorum, the meeting may begin at its scheduled time, but the chair may call for only non-action informational agenda items and public comment to be heard by the public body until a quorum is present. At any time after call to order and roll call, the chairperson may call a recess until the quorum is present, or call an adjournment (without a vote) after providing for public comment if the quorum does not timely appear.

If There Is a Loss of Quorum. If for any reason during a public meeting that has been convened the public body loses its quorum, the chairperson may call for only non-action informational agenda items and public comment to be heard until a quorum is present. At any time after losing a quorum, the chairperson may call a recess until the quorum is present, or call an adjournment (without a vote) after providing for public comment if the quorum does not timely reappear.

Officers and Minutes

Unless otherwise provided by law, ordinance or resolution, at the first meeting of each calendar year, the board, committee, or commission shall pursuant to a noticed agenda item elect a chairperson who shall preside at meetings. The board, committee, or commission shall then choose a vice-chairperson. The vice-chairperson shall preside in the absence of the chairperson. All meetings must be recorded on an electronic media that can be copied and written minutes of all

meetings shall be forwarded to the assigned City department, City Manager and Board of Supervisors consistent with the Open Meeting Law.

Terms for Chairperson

It is the aspirational goal of the Board of Supervisors that leadership will regularly rotate among the members of the boards, committees and commissions. As such, a member should only serve as chairperson for two consecutive years and should be nominated for chairperson only when two or more years have passed since the member last served as chairperson. A board, committee or commission may deviate from this aspirational goal if it determines that compliance would be detrimental to its purpose or function.

Legal Counsel

The District Attorney's Office serves as legal counsel to the boards, committees, and commissions created by the Board of Supervisors and for those where state statute identifies the District Attorney as legal counsel. The District Attorney advises and represents the City departments and employees as they fulfill their official duties, expresses legal opinions, and defends city officials and employees for actions performed in good faith in their official capacities.

The District Attorney can provide valuable information and advice regarding statutes, ordinances and legal issues. A board, committee, or commission that follows the advice of the District Attorney increases its defenses from liability and is more likely to avoid legal problems. Members may request the following kinds of information from the District Attorney:

- Assurance that the board, committee, or commission's decisions and actions fall within statutory authority.
- Input about conflicts of interest.
- Input about compliance with the Nevada Open Meeting Law requirements.

Requests for formal legal opinions must be directed through the appropriate department director for review and to the City Manager or appropriate elected official for approval prior to sending the request to the District Attorney's Office.

Staff Liaisons

As liaisons to boards, committees, and commissions, City staff members provide a variety of professional assistance and administrative functions; these include preparing and distributing meeting notices, record keeping, providing professional guidance and analysis, and serving as the communication link between boards, committees, and commissions or counsel. Staff liaisons will consult with board, committee, or commission chairperson on the preparation of agendas.

The liaisons are staff professionals with significant responsibilities in addition to their liaison activities. The liaison role is one of communications to assist boards, committees, and commissions in their work. It is important for the orderly working of the City to be

sensitive to the fact that they are not “committee staff” and do not work “for” or “at the direction” of a board, committee, or commission. They are professionals who work to develop information and recommendations for consideration by the Board of Supervisors.

Staff Reports to Board of Supervisors

There will be occasions when the City staff will be required to prepare an agenda report on a board, committee, or commission action or appeal for the Board of Supervisors’ review. In preparation of such a report, the staff member should present both the staff position and the board, committee, or commission’s position. The position of members not voting in the majority on an item should also be presented in the staff report if so requested by the member. Nothing in this provision is intended or shall be interpreted to prohibit or discourage a member, usually the chair or vice-chair, from presenting or participating in staff’s presentation of the board, committee, or commission’s position on the action or appeal.

Subcommittees

Boards, committees, and commissions are authorized to create subcommittees for purposes related to their purview with the approval of the City Manager.

PROCEDURE FOR ESTABLISHING A NEW BOARD, COMMITTEE OR COMMISSION

New boards, committees, and commissions may be established in two ways:

By Proposal of Citizens or City Departments

With the consent of the City Manager, citizen or City department, proposals for establishing new boards, committees, and commissions will be submitted to the Board of Supervisors for consideration. If approved, the originating department will prepare a resolution establishing the new board, committee, or commission, including the purpose and duration of the board, commission or committee and submit it to the Board of Supervisors for approval. Upon approval, the originating department will work with the City Manager’s office to prepare application forms and advertise for applicants for the new board, committee, or commission.

By Board of Supervisors’ Action

The Board of Supervisors may propose the formation of a new board, committee, or commission and assign it to a department. The assigned department will assist in the preparation of applications and advertising as described above.

PROCEDURE FOR ELIMINATION OF A BOARD, COMMITTEE, OR COMMISSION

At least annually, the City Manager shall evaluate the usefulness and necessity of each board, committee, and commission not required by State or Federal law. If the City Manager determines that one or more is no longer useful or necessary, the City Manager shall place an item on an agenda for a Board of Supervisors’ meeting to consider elimination of the boards, committees, or commissions at issue.

Appendix A - Types of Committees

Advisory

Advisory Board to Manage Wildlife	Standing	City	NRS 501.260 – 501.325; Resolutions 1993-R-58; 1994-R-7
Carson City Audit Committee	Standing	City	CCMC 2.14.010 – 2.14.060
Carson City Building Permit Enterprise Fund Advisory Committee	Standing	City	NRS 354.59893; CCMC 2.42.010 – 2.42.090
Carson City Charter Review Committee	Standing	City	Carson City Charter, art. I, §§ 1.080 – 1.100
Carson City Cultural Commission	Standing	City	CCMC 2.41.010 – 2.41.090
Carson City Debt Management Commission	Standing	City	NRS 350.011 – 350.0165
Carson City Open Space Advisory Committee	Standing	City	CCMC 13.06.010 – 13.06.150
Carson City Parks and Recreation Commission	Standing	City	NRS 244.0371 – 244.30792; CCMC 2.16.010 – 2.16.060
Carson City Redevelopment Authority Citizens Committee	Standing	RDA	Resolutions 2003-R-37; 2003- RAR-2; 2011-R-41; 2011-RA-R-3
Carson City Shade Tree Council	Standing	City	CCMC 2.18.010 – 2.18.030
Carson City Television Commission	Standing	City	CCMC 5.20.010 – 5.20.130

Carson City Utility Finance Oversight Committee	Interim	City	Resolution 2013-R-45
Local Emergency Planning Committee	Standing	City	42 U.S.C. §11001

Legislative*

Carson City Airport Authority	Standing	City	1989 Nev. Stat. 2025
Carson City Board of Supervisors	Standing	Electorate	NRS Chapter 244; Carson City Charter, art. II, §§2.010 – 2.320; CCMC 2.02.010 – 2.02.040
Carson City Liquor and Entertainment Board	Standing	State	NRS 244.345, 244.350; CCMC 4.13.010 – 4.13.210
Carson City Redevelopment Authority	Standing	City	NRS 279.426 – 279.514
Carson City Regional Transportation Commission	Standing	City	NRS 277A.010 – 277A.380; CCMC 11.20.010 – 11.20.200

Regulatory*

9-1-1 Surcharge Advisory Committee	Standing	City	NRS 244A.7645; CCMC 4.05.010 – 4.05.110
Carson City Board of Appeals (Building Code)	Standing	City	CCMC 15.05.020, §§ 113.1 – 113.4
Carson Area Metropolitan Planning Organization	Standing	City/Federal	23 U.S.C. §134; 23 CFR 450.300; Governor Kenny C. Guinn letter to Bill Kappus (Feb. 26, 2003)
Carson City Board of Equalization	Standing	City	NRS 361.334 – 361.365
Carson City Board of Health	Standing	City	NRS 439.280 – 439.360; CCMC 9.01.010 – 9.01.110
Carson City Convention and Visitors Bureau	Standing	City	NRS 244A.597- 244A.655
Carson City Historic Resources Commission	Standing	City	CCMC 18.06.020 – 18.06.145
Carson City Library Board of Trustees	Standing	City	NRS 379.020, 379.025
Carson City Planning Commission	Standing	City	NRS 278.030 – 278.265; CCMC 18.020.010 – 18.02.120
Carson City Stormwater Appeal Board	Standing	City	CCMC 12.06.110 – 12.06.130

Member**

Carson City Municipal Golf Course	Standing	Other	Non-profit corporation
Carson City Senior Center Advisory Committee	Standing	Other	
Carson Water Subconservancy District	Standing	Other	1989 Nev. Stat. 1408
Land Use Planning Advisory Council	Standing	Other	NRS 321.740 – 321.750
Nevada Association of Counties (NACO)	Standing	Other	Non-profit corporation
Nevada Commission on the V&T	Standing	Other	1993 Nev. Stat. 2326; 1995 Nev. Stat. 2589; 1999 Nev. Stat. 2970
Nevada State Prison Preservation Society	Standing	Other	Non-profit corporation
Nevada Tahoe Conservation District	Standing	Other	NRS 548.185 – 548.510
Tahoe Regional Planning Agency Governing Board	Standing	Other	NRS 278.792 – 278.806
Tahoe Regional Planning Agency Advisory Planning Commission	Standing	Other	NRS 278.808
Tahoe Transportation Commission	Standing	Other	NRS 277.200
Tahoe Transportation District	Standing	Other	NRS 277.200
Western Nevada Development District	Standing	Other	Non-profit corporation
Western Nevada Home Consortium	Standing	Other	

Western Nevada Resource Conservation District	Standing	Other	
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*- Some may be both Legislative and Regulatory

** - Not all are Public Bodies

Appendix B - Department Assignments

Board, Committee, or Commission	Department
9-1-1 Surcharge Advisory Committee	Fire
Advisory Board to Manage Wildlife	Clerk/Recorder
Carson Area Metropolitan Planning Organization	Public Works /Transportation
Carson City Audit Committee	Finance
Carson City Board of Appeals (Building Code)	Public Works/Building
Carson City Board of Equalization	Assessor
Carson City Board of Health	City Manager
Carson City Board of Supervisors	City Manager
Carson City Building Permit Enterprise Fund Advisory Committee	Public Works/Building
Carson City Charter Review Committee	City Manager
Carson City Cultural Commission	Parks and Recreation
Carson City Debt Management Commission	Finance
Carson City Historic Resources Commission	Public Works/Planning
Carson City Liquor and Entertainment Board	City Manager
Carson City Open Space Advisory Committee	Parks and Recreation
Carson City Parks and Recreation Commission	Parks and Recreation
Carson City Planning Commission	Public Works/Planning
Carson City Redevelopment Authority	City Manager
Carson City Redevelopment Authority Citizens Committee	Public Works/Planning
Carson City Regional Transportation Commission	Public Works/Transportation
Carson City Shade Tree Council	Parks and Recreation
Carson City Stormwater Appeal Board	Public Works/Engineering
Carson City Television Commission	City Manager
Carson City Utility Finance Oversight Committee	Public Works/Finance
Carson River Advisory Committee	Parks and Recreation
Local Emergency Planning Committee	Fire

Carson City, Nevada
Boards, Committees, and Commissions

Policies and Procedures
Approved September 5, 2012
[Amended February 4, 2016](#)

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Boards, Committees, and Commissions

PREFACE

Carson City is blessed with a citizenry that believes in the value and benefits of community service and active public engagement. The men and women who serve the City as volunteers and as members of its boards, committees, and commissions are critical to Carson City's mission of providing quality services to its residents and to ensuring government processes are open, transparent and inclusive and that our superior quality of life is preserved for present and future generations.

PURPOSE AND AUTHORITY

Boards, committees, and commissions are created under the authority of the Carson City Charter, Chapter 2.320. They are intended to gather and parse information for the purpose of presenting options and recommendations to the Carson City Board of Supervisors. Unless otherwise directed by the Nevada Revised Statutes, Carson City Charter, Carson City ordinance, resolution of the Board of Supervisors or by order of law such entities are advisory in nature and retain no official independent authority or responsibility.

EQUAL OPPORTUNITY

The goal of Carson City is to encourage a diverse membership and participation on its boards, committees, and commissions. Equal opportunity is good business and applies to all areas of citizen involvement. Carson City does not discriminate in its selection decisions based on race, religion, color, national origin, gender, gender identity or expression of a person, sexual orientation, age, political affiliation, pregnancy, military status, disability, genetic information, or any other basis. The selection of members of a board, committee, or commission is based solely on merit and fitness.

CODE OF CONDUCT

It is expected that appointees to all City boards, committees and commissions shall conduct themselves in a manner befitting their position. Courtesy, honesty and respect for others are important attributes for all public servants whether appointed, elected or employed. Everyone who serves the City should treat others in a professional manner being mindful of the fact that they are expected to represent and be accountable to the people they serve.

APPLICATION

This policy applies to all appointed boards, committees, and commissions, Carson City offices/departments and to all elected officials, department directors and their employees except as stated below.

This policy does not apply to the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Board of Health, the Carson City Redevelopment Authority, nor any non-City board, committee, or commission created by state or federal law on which a member of the Board of Supervisors sits or where the Carson City Board of Supervisors is required to appoint a portion of the membership but not a majority of the membership.

This policy does not apply to internal committees established by department directors for informal processes such as the Human Resources' Director's Insurance Committee, the City's Risk Management Committee, or the City Manager's Internal Finance Committee. These committees exist at the discretion of the Directors and do not involve non-city members.

TYPES

Boards, committees, and commissions are created by state law, Carson City Charter, or ordinance or resolution of the Board of Supervisors.

Each committee is unique in its purpose, mission, and role. It is especially important that members be familiar with their committee's governing statutes, ordinances, or controlling resolutions and other authorizing documents so they understand the framework within which the committee must operate. The City's executive department advisory bodies may in some cases not be a public body under the Open Meeting Law.

There are four main types of committees (See Appendix A.):

Advisory Boards, Committees, and Commissions

The Board of Supervisors, elected executive officials, the City Manager, and department directors may create these. The members serve as advisors on policy and/or operational matters to the City's executive department or to the Board of Supervisors. Advisory bodies may study existing policy and/or operational procedures for changes or implementation. Advisory bodies do not have authority to enforce policy or create rules, but their analysis and recommendations can play an important role in furthering the effective operation of City government. Examples of advisory bodies are the Parks and Recreation Commission and the Redevelopment Authority Citizen's Committee which are also public bodies under the Open Meeting Law

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Legislative Boards, Committees, and Commissions

Legislative boards, committees, and commissions are created by state law with the membership appointed by the Carson City Board of Supervisors, or, in the case of the Board of Supervisors, elected to the board by the community. Boards, committees or commissions with legislative authority have the ability to make, amend or repeal

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ordinances and regulations. An example of this legislative authority is the Carson City Redevelopment Authority's ability to zone or rezone property in a redevelopment area.

Regulatory Boards, Committees and Commissions

Usually, these types of bodies are created by statute or ordinance and perform rule-making or administrative hearing functions. In fulfilling these functions, they operate as a review and appeals body. As an appeals body, they hear individual cases and rule on them; their decisions, however, are usually subject to further appeals, which might include a hearing officer, or the Board of Supervisors or a State board, or judicial review. Examples of regulatory bodies are the Board of Equalization and the Carson City Board of Health.

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Member of a Non-City Board, Committee, or Commission

The boards, committees, and commissions listed under this heading are created by other governments or agencies and the City has been asked (or mandated by state or federal law) to supply a member(s). An example of a board that's not created by the Carson City Board of Supervisors but to which the Board appoints members is the Nevada Association of Counties (which is a nonprofit corporation) or the Tahoe Regional Planning Agency Governing Board (which is a bi-state government public body).

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APPOINTMENT AUTHORITY

Members are appointed by resolution or minute order to the various boards, committees, and commissions by a majority vote of the Carson City Board of Supervisors or by the Mayor of Carson City as set out in the particular state law, ordinance, or resolution of the Board of Supervisors.

APPOINTMENT PROCEDURES

The methods by which non-elected citizen members are to be appointed to certain City public bodies are:

Vacancies to be ~~A~~advertised

Carson City Executive Office staff publicizes vacancies on the City's boards, committees, and commissions and solicits and reviews applications for membership from interested citizens. Notice is published in the local newspaper and is posted on the City's website by means of an announcement naming the type of vacancy, where to obtain an application and the closing date for accepting applications. Applications may be accepted between application periods and held until the next vacancy occurs.

The notice is generally made at least four weeks in advance of the end of the term and the application period generally remains open for a minimum of two weeks. Prior to the time an incumbent's term expires, he or she ~~will be notified and given the opportunity to indicate his or her desire to be re-appointed~~ may apply for reappointment if eligible.

Commissioners, existing board and committee members, and others are encouraged to recruit citizens to apply for vacancies if they believe they would serve the city well. If no applications are received by the expiration of the application period, or if applicants fail

to receive majority support from the Board of Supervisors, the individual members of the Board of Supervisors may privately solicit, or collectively take public action to solicit, individuals to serve and may appoint members without another open application period.

Qualification and Residency Requirements

Section 2.320 of the Carson City Charter requires that a person sitting on an advisory board that only serves Carson City must be a resident of Carson City and registered to vote in Carson City.

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Methods of Appointment

- A. When a board, committee, or commission is first created, the members shall be appointed by the Board of Supervisors after review of the applications and interviewing the candidates either in person or electronically.
- B. After the initial formation of the board, committee, or commission, any vacancy occurring for any reason shall be filled by appointment by the Board of Supervisors after reviewing the submitted applications and interviewing the prospective members either in person or electronically.

Filling Mid-Term Vacancies

Should a mid-term vacancy occur on a board, committee, or commission, the Board of Supervisors may appoint a replacement member to complete the remainder of the term, as provided by this policy and state law. If applications for the original appointment are less than one year old, the Board may appoint a replacement from the original pool of applicants.

Nominations by Individual Members of the Board of Supervisors

Where ~~an individual member of the committee membership is made up by nominations by individual~~ Board of Supervisors ~~is authorized to appoint an individual to a board, committee or commission, -members,~~ such as the Charter Review Committee, the ~~appointment(s) nominations~~ shall be made no later than the first Board of Supervisors' meeting in February of each year for those committees having annual terms or the February following a General Election for newly elected Board of Supervisors for those ~~board, committee, or commission~~ -members whose terms are co-terminus with the ~~appointment member of the Board of~~ Supervisors. NOTE: For the Charter Review Committee, the appointment of nominees by Nevada Legislators representing Carson City shall also be made by the first Board of Supervisor meeting in February following a General Election.

Incumbent May Reapply

~~Any member of a board, committee, or commission whose term is near expiration may apply for reappointment by sending a letter to the City's Executive Office before the date of the expiration of his or her term but during the official application period.~~

Criteria for Appointment

A. *Application.* All applicants for appointment or re-appointment must provide to the City Manager a completed application on a form to be provided by the City Manager.

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A.B. *Residency.* Appointment to certain boards, committees or commissions must, by state law, ordinance, resolution or City requirements, be limited to residents of Carson City. Persons residing outside the City may be considered and appointed to positions not legally restricted to City residents when determined appropriate by the Board of Supervisors.

B.C. *Criminal Record:* A person convicted of a felony, domestic violence or a gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals) is not eligible to serve on a City board, committee, or commission. The application form shall contain a provision for a statement under oath that the candidate is eligible to serve on a board, commission, or committee under the criteria set forth in this paragraph.

C.D. *Conflicts.* Except as specifically required or allowed by law, City employees (including elected officials), persons ~~that~~who have been a City employee and/or an elected official during the previous twelve months, and persons ~~that~~who have a contract for services and/or goods with the City are not eligible for appointment to any City boards, committees, or commissions ~~that has authority over the contract unless the intent of the committee so requires it or is otherwise provided by law.~~

D.E. *Contributive Potential.* The Board of Supervisors shall evaluate the potential contribution that each applicant may make if appointed to a board, committee, or commission. Guiding factors include:

1. Desire and ability to perform the service.
2. Ability to express ideas, concepts, and philosophies.
3. Experience in the community.
4. Special knowledge important to a particular board, committee, or commission, yet with the ability to represent the interests of the community as a whole and not a special interest.
5. Ability to work collaboratively with other members, staff, and officials.
6. An assurance of sufficient time available to devote to the duties of the board, committee, or commission.

E.F. *Reappointments.* Incumbents who wish to be reappointed and who are eligible for reappointment shall submit an application during the application period. In addition to the criteria above, the Board of Supervisors will also evaluate incumbents using the following criteria:

1. Attendance. The expected minimum standard of attendance at all meetings is 75%, regardless of whether absences are excused or unexcused.
2. Understanding the function of the board, committee, or commission.
3. Contribution to the efforts of the board, committee, or commission.

4. Effectiveness as a participating member of the body.
5. Number of terms served.

Background Check

The Board of Supervisors may require a pre-appointment background check for any position if deemed warranted. The cost of the background check will be borne by the City.

Advance Review of Qualifications

Prior to presenting applicants by the Board of Supervisors, the City Manager shall determine whether each applicant is eligible for appointment to the position for which the applicant has applied.

Timely Submission of Information

It is the Board of Supervisors' aspirational goal to ensure all information relating to appointments to boards, committees, and commissions is received by Board members and made available to the public in a timely fashion. The late submission of information should be avoided when possible.

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TERMS

Whenever possible, terms will be set to expire at either yearend or mid-year. The same expiration date may apply to all terms of the board, committee, or commission. Terms may be adjusted as necessary to maintain staggered expiration dates.

TERM LIMITS

~~Consistent with the goal of equal opportunity above, unless otherwise specifically waived by the Board of Supervisors, it is the general policy that appointment term limits shall be twelve (12) years as follows: Except as otherwise provided by law or specifically authorized herein, no person shall serve on the same board, committee, or commission for more than twelve (12) years.~~

Where maximum terms of service are specified, appointees:

1. serving a two (2) year term may be reappointed five times for a maximum of six (6) terms;
2. serving in a three (3) year term may be reappointed three times of a maximum of four (4) terms;
3. serving a four (4) year term may be reappointed twice for a maximum of three (3) terms; and
4. serving a five (5) year or greater term may be reappointed once for a maximum of (2) two terms.

~~Some boards, committees or commissions may have different term lengths and term limits that are exceptions to these general rules.~~

For a term of two (2) years or less, appointments of less than one (1) year made to fill an unexpired term shall not be considered as a full term. Appointments of one (1) year or more shall be considered a full term.

For a term greater than two (2) years, appointments of less than two (2) years made to fill an unexpired term shall not be considered as a full term. Appointments of two (2) years or more shall be considered a full term.

Members shall continue to serve after the expiration of their term until a new appointment or reappointment is made, or the member resigns in writing.

Anything to the contrary herein notwithstanding, an incumbent who is made ineligible to serve a term by this provision may be reappointed for the term if: (1) the incumbent applies for reappointment; (2) the incumbent is otherwise eligible for reappointment; and (3) no other qualified individual submits an application.

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ATTENDANCE POLICY

All board, commission and committee members shall attend at least seventy-five percent (75%) of all meetings in the preceding twelve (12) month period. No differentiation is made between excused or unexcused absences of members.

MULTIPLE APPOINTMENTS

No non-elected person ~~shall be nominated or confirmed by the Board of Supervisors is eligible to apply or~~ to serve on more than one board, committee, or commission at any one time. The prohibition does not apply to ~~multiple appointments created by specifying certain representative memberships, expressly created appointments made by individual members of~~ the Board of Supervisors.

CONFLICT OF INTEREST

All members of boards, committees, or commissions must avoid any conflict of interest. No individual may use an official position to gain personal advantage. If a member of a board, committee, or commission concludes that ~~they member have~~ a conflict of interest ~~or an appearance of fairness issue~~ with respect to a matter pending before the board, committee, or commission, ~~they member shall must disqualify themselves disclose the conflict of interest and abstain from voting and/or recuse himself or herself as required by Nevada's Ethics in Government Law (NRS 281A.010 – 281A.550)~~ from participating in the deliberations and decision-making process for the matter under consideration. A member so disqualifying himself or herself shall have no personal presence before or direct communication with the other members regarding the matter at issue. Failure of a member to disclose that he or she has a conflict of interest on a matter under consideration by the particular board, committee, or commission may be cause for removal from the board, committee, or commission.

A member convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude shall resign from the board, committee or commission within 30 days of the conviction.

PUBLIC PROCESS (OPEN MEETING LAW)

In enacting NRS 241, the Nevada Legislature found and declared that all public bodies exist to aid in the conduct of the people's business. It is the intent of the law that public body actions be taken openly and that their deliberations be conducted openly. Generally a public body means any administrative, advisory, executive or legislative body of a local government which expends or disburses or is supported in whole or in part by tax revenue or which advises or makes recommendations to any entity which expends or disburses or is supported in whole or in part by tax revenue, including, but not limited to, any board, commission, committee, subcommittee or other subsidiary thereof.

It is the responsibility of every member of a board, committee, or commission to understand the requirements of the Open Meeting Law and to assure that they individually and the board, committee, or commission as a whole operates within the letter and spirit of the law. The City, through the District Attorney's Office, provides annual training on the Open Meeting Law and the Nevada Ethics requirements to assist the members of a board, commission, or committee in understanding the requirements of the law. Additionally, the District Attorney, on his or her own, or at the request of the committee chair may provide a short course on the Open Meeting Law at any scheduled meeting of the board, commission, or committee. Chair persons are encouraged to request a presentation on the Open Meeting Law at least annually or more often if the circumstances warrant (e.g. turnover in members). Members are required to attend either the annual training course or the short course at the committee level within twelve (12) months of appointment.

LOBBYING

~~Unless expressly authorized by the Board of Supervisors, no board, commission, or committee, or any member of a board, commission or committee shall engage in lobbying on legislative or political matters on behalf of the board, commission or committee of Carson City. Nothing in this policy precludes individual appointees from lobbying or providing information as a private citizen provided the appointee specifically clarifies that while he or she holds an appointed position, the appointee is acting in a private capacity and not in his or her capacity as an appointed member of a board, commission, or committee or on behalf of the City. In that regard, individual appointees should refrain from lobbying as a private citizen in a way that implies authority to speak on behalf of the City or the public body to which they are appointed. Lobbying on legislative or political matters shall be conducted in accordance with Resolution 2015-R-1 adopted by the Carson City Board of Supervisors January 5, 2015, as amended from time to time.~~

REMOVAL OF MEMBERS

Except as otherwise limited by applicable law or ordinance, the Board of Supervisors may, by majority vote, remove any of the appointed members of a City board, commission, or committee for cause based on the Board of Supervisor's reasonable discretion. Members removed by the Board shall be so notified. If the member was appointed by and represents another organization or government jurisdiction, the agency shall be notified of the Board's desire that the member be lawfully removed.

ASSIGNMENT OF STAFF SUPPORT

Carson City has a number of established boards, committees, and commissions that are assigned to City departments. When boards, committees or commissions deal primarily with issues of a single department, they are typically assigned to that department for staff support. These boards, committees, and commissions are listed in Appendix B. Elected executive officials and department directors are responsible to provide liaison, leadership, facilitation, and/or administrative support to the boards, committees, and commissions assigned to them.

OPERATION PROCEDURES AND COMMITTEE MEMBER RESPONSIBILITIES

Organization

Except as otherwise provided by law, ordinance or resolution, there shall be an annual election of a chairperson and vice-chairperson held by all boards, committees, and commissions created by the Board of Supervisors. The Chairperson is the hub of the committee process and is key to the operation and effectiveness of the board, committee or commission. The chairperson must make every attempt to run the meeting by the rules of procedure while at the same time ensuring that a fair democratic process is provided to all members of the group and to the public at large. The chairperson should take care to ensure the committee deliberations and discussion stay focused on the issue at hand. The most important part of being chairperson lies in the ability to find common ground and to achieve compromise, if appropriate. The chairperson must be able to represent the entire group to the BOS and community groups. Unless otherwise provided by law, ordinance or resolution, a Board of Supervisor member appointed to a board, committee, or commission shall not serve as chairperson or vice-chairperson.

Preparation of Agendas

Matters within the scope of the body's authority which are desired to be heard by a board, committee, or commission member, the department director, the City manager or a Board of Supervisors member shall be placed on the agenda on or before the time of agenda signing by using the appropriate board, committee, or commission agenda form and shall be attributed to the requestor.

Matters within the scope of the body's authority desired to be heard by an individual citizen or outside entity shall be submitted by said individual citizen or outside entity in the form of a letter of request to appear before the board, committee, or commission no less than fourteen (14) days prior to the next scheduled board, committee, or commission meeting. The letter should be addressed to the liaison department (See Appendix B) and should describe the item to be considered, whether it is a discussion or action item and the approximate time needed. Any supporting documents must be submitted no less than seven (7) working days prior to the meeting date. The liaison department will submit the request to the chairperson who will timely advise the liaison department whether to place the matter on the agenda or otherwise advise the requester that the chairperson will not place the matter on the agenda unless requested to do so by another member, the department director, the City manager or any member of the Board of Supervisors.

The Chairperson will work with the staff liaison to review agendas for appropriate timing and placement of items. Except as otherwise provided above, the chairperson does not have the authority to remove items from the agenda or to prevent placement of items on an agenda.

Records

Boards, committees, and commissions are covered under the public records statutes of Nevada. Procedural compliance with the law is a function of staff liaison support in most instances. However, from time to time, members of boards, committees, and commissions will receive communications regarding matters within their scope of activities. All types of communications, including email, constitute a public record and the City is obligated to retain it in accordance with guidelines and policies prescribed by law. Similarly, communications to members, to citizens, officials and staff are public records as well. Members of boards, committees, and commissions should provide a copy of all communications to their respective staff liaison for inclusion in the public record.

Communication with Board of Supervisors

Expressions of a board, committee, or commission's position, recommendation or request for any action shall be in the form of a resolution, motion or other written communication, setting forth the reasons, facts, policies, and/or findings of the body supporting the communication and shall be directed to the Board of Supervisors and the City Manager. It should be emphasized that when a member who is present at a Board of Supervisor's meeting is asked to address the Board of Supervisors on a matter, the member should take care to represent the viewpoint of the particular board, committee, or commission as a whole and to avoid expressing his or her personal opinion unless clearly stated as such.

Meeting Location and Time

~~The Board of Supervisors, through the City Manager, will designate meeting locations for the City's boards, committees, and commissions. To the greatest extent possible, the meetings will be held at a convenient time and at a location that has capability for televising the meeting to facilitate public participation.~~ The City Manager shall designate meeting locations for the City's boards, committees, and commissions. It is the policy of the Board of Supervisors that meetings:

- (1) Should be televised if feasible;
- (2) Should be held at a time and location designed to facilitate public attendance and participation;
- (3) Should be held at a time and location reasonably convenient to the membership of the board, committee, or commission;
- (4) Should be scheduled on a reasonably consistent basis in regard to the time and location for meetings of a particular board, committee, or commission; and
- (5) Should be scheduled in a manner that conserves City resources when possible.

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Compensation

Members of boards, committees, and commissions serve without compensation unless authorized by statute, ordinance or resolution adopted by the Board of Supervisors. Members may be reimbursed for authorized travel expenses incidental to their service.

Rules of Procedure (Bylaws)

Boards, committees, and commissions operating under the auspices of the Board of Supervisors may, depending on the nature of the group, adopt rules to address procedural considerations. Such rules of procedure shall not become effective until reviewed and confirmed by the Board of Supervisors.

Every board, committee, and commission should have a set of bylaws to direct and clarify its actions, procedures and organization. Bylaws are the guidelines by which a board, committee, or commission functions internally. Each board, committee, or commission may either develop its own set of bylaws or choose to adopt the meeting guidelines outlined below as their bylaws.

According to *Robert's Rules of Order*, bylaws define the primary characteristics of an organization, prescribe how it should function, and include rules that are so important that they may not be changed without prior notice to members and a formal vote and agreement by a majority of the members appointed to the board, commission or committee. Ordinarily, bylaws may only be changed by a two-thirds majority of the members appointed to the board, commission or committee.

If a board, committee, or commission chooses to adopt its own bylaws, they will generally include a number of articles such as the following:

- Name of the board, committee, or commission
- Mission statement
- Membership
- Officers
- Meetings
- Committees, subcommittees
- Parliamentary procedure – often including the name of the manual of parliamentary procedure the board, committee, or commission will follow
- Amendment procedures for making changes in the bylaws

Bylaws should include expectations as well as guidelines for members. Issues such as attendance, responsibilities, and discipline should be addressed in the bylaws. Board, committee, and commission members are expected to adhere to bylaws and all relevant statutes.

Meeting Guidelines

Quorum Required

In the absence of any super majority required by law or ordinance, a quorum consisting of at least fifty one percent (51%) of the board, committee, or

commission is required to have a meeting and transact any business. The quorum requirement protects against unrepresentative deliberations or actions by a small number of individuals. In some cases, the governing law or document will establish what the quorum will be.

The law does not expressly address what to do in circumstances when a noticed meeting fails to obtain or retain a quorum at or during the scheduled meeting time, therefore it is the policy of the City that:

When No Quorum Is Possible. If the chairperson or liaison department staff is aware that a quorum will not be present at any time during the scheduled public meeting, then the meeting shall be cancelled. When possible it shall be cancelled by providing email notice to any applicable notification list and posting the cancellation notice at the door of the noticed meeting location.

If There Will Be a Late Quorum. If it is reasonably believed that one or more members will arrive late to complete the quorum, the meeting may begin at its scheduled time, but the chair may call for only non-action informational agenda items and public comment to be heard by the public body until a quorum is present. At any time after call to order and roll call, the chairperson may call a recess until the quorum is present, or call an adjournment (without a vote) after providing for public comment if the quorum does not timely appear.

If There Is a Loss of Quorum. If for any reason during a public meeting that has been convened the public body loses its quorum, the chairperson may call for only non-action informational agenda items and public comment to be heard until a quorum is present. At any time after losing a quorum, the chairperson may call a recess until the quorum is present, or call an adjournment (without a vote) after providing for public comment if the quorum does not timely reappear.

Officers and Minutes

Unless otherwise provided by law, ordinance or resolution, at the first meeting of each calendar year, the board, committee, or commission shall pursuant to a noticed agenda item elect a chairperson who shall preside at meetings. The board, committee, or commission shall then choose a vice-chairperson. The vice-chairperson shall preside in the absence of the chairperson. All meetings must be recorded on an electronic media that can be copied and written minutes of all meetings shall be forwarded to the assigned City department, City Manager and Board of Supervisors consistent with the Open Meeting Law.

Terms for Chairperson

It is the aspirational goal of the Board of Supervisors that leadership will regularly rotate among the members of the boards, committees and commissions. As such, Unless otherwise provided by law, ordinance or resolution, a member should may only serve as chairperson for two consecutive years and should. A member who served as chairperson will qualify to be nominated for chairperson only when

~~provided that~~ two or more years have passed since the member last served as chairperson. A board, committee or commission may deviate from this aspirational goal if it determines that compliance would be detrimental to its purpose or function.

Legal Counsel

The District Attorney's Office serves as legal counsel to the boards, committees, and commissions created by the Board of Supervisors and for those where state statute identifies the District Attorney as legal counsel. The District Attorney advises and represents the City departments and employees as they fulfill their official duties, expresses legal opinions, and defends city officials and employees for actions performed in good faith in their official capacities.

The District Attorney can provide valuable information and advice regarding statutes, ordinances and legal issues. A board, committee, or commission that follows the advice of the District Attorney increases its defenses from liability and is more likely to avoid legal problems. Members may request the following kinds of information from the District Attorney:

- Assurance that the board, committee, or commission's decisions and actions fall within statutory authority.
- Input about conflicts of interest.
- Input about compliance with the Nevada Open Meeting Law requirements.

Requests for formal legal opinions must be directed through the appropriate department director for review and to the City Manager or appropriate elected official for approval prior to sending the request to the District Attorney's Office.

Staff Liaisons

As liaisons to boards, committees, and commissions, City staff members provide a variety of professional assistance and administrative functions; these include preparing and distributing meeting notices, record keeping, providing professional guidance and analysis, and serving as the communication link between boards, committees, and commissions or counsel. Staff liaisons will consult with board, committee, or commission chairperson on the preparation of agendas.

The liaisons are staff professionals with significant responsibilities in addition to their liaison activities. The liaison role is one of communications to assist boards, committees, and commissions in their work. It is important for the orderly working of the City to be sensitive to the fact that they are not "committee staff" and do not work "for" or "at the direction" of a board, committee, or commission. They are professionals who work to develop information and recommendations for consideration by the Board of Supervisors.

Staff Reports to Board of Supervisors

There will be occasions when the City staff will be required to prepare an agenda report on a board, committee, or commission action or appeal for the Board of Supervisors'

review. In preparation of such a report, the staff member should present both the staff position and the board, committee, or commission's position. The position of members not voting in the majority on an item should also be presented in the staff report if so requested by the member. Nothing in this provision is intended or shall be interpreted to prohibit or discourage a member, usually the chair or vice-chair, from presenting or participating in staff's presentation of the board, committee, or commission's position on the action or appeal.

Subcommittees

Boards, committees, and commissions are authorized to create subcommittees for purposes related to their purview with the approval of the City Manager.

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PROCEDURE FOR ESTABLISHING A NEW BOARD, COMMITTEE OR COMMISSION

New boards, committees, and commissions may be established in two ways:

By Proposal of Citizens or City Departments

With the consent of the City Manager, citizen or City department, proposals for establishing new boards, committees, and commissions will be submitted to the Board of Supervisors for consideration. If approved, the originating department will prepare a resolution establishing the new board, committee, or commission, including the purpose and duration of the board, commission or committee and submit it to the Board of Supervisors for approval. Upon approval, the originating department will work with the City Manager's office to prepare application forms and advertise for applicants for the new board, committee, or commission.

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By Board of Supervisors' Action

The Board of Supervisors may propose the formation of a new board, committee, or commission and assign it to a department. The assigned department will assist in the preparation of applications and advertising as described above.

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PROCEDURE FOR ELIMINATION OF A BOARD, COMMITTEE, OR COMMISSION

At least annually, the City Manager shall evaluate the usefulness and necessity of each board, committee, and commission not required by State or Federal law. If the City Manager determines that one or more is no longer useful or necessary, the City Manager shall place an item on an agenda for a Board of Supervisors' meeting to consider elimination of the boards, committees, or commissions at issue.

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Appendix A - Types of Committees

Advisory

Advisory Board to Manage Wildlife	Standing	City	NRS 501.260 – 501.325; Resolutions 1993-R-58; 1994-R-7
Carson City Audit Committee	Standing	City	CCMC 2.14.010 – 2.14.060
Carson City Building Permit Enterprise Fund Advisory Committee	Standing Interim	City	NRS 354.59893; CCMC 2.42.010 – 2.42.090
Carson City Charter Review Committee	Standing	City	Carson City Charter, art. I, §§ 1.080 – 1.100
Carson City Cultural Commission	Standing	City	CCMC 2.41.010 – 2.41.090
Carson City Debt Management Commission	Standing	City	NRS 350.011 – 350.0165
Carson City Open Space Advisory Committee	Standing	City	CCMC 13.06.010 – 13.06.150
Carson City Parks and Recreation Commission	Standing	City	NRS 244.0371 – 244.30792; CCMC 2.16.010 – 2.16.060
Carson City Redevelopment Authority Citizens Committee	Standing	RDA	Resolutions 2003-R-37; 2003- RAR-2; 2011-R-41; 2011-RA-R-3
Carson City Shade Tree Council	Standing	City	CCMC 2.18.010 – 2.18.030

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Carson City Television Commission	Standing	City	<u>CCMC 5.20.010 – 5.20.130</u>
<u>Carson City Utility Finance Oversight Committee</u>	<u>Interim</u>	<u>City</u>	<u>Resolution 2013-R-45</u>
<u>Carson Nugget Development Advisory Committee</u>	<u>Interim</u>	<u>City</u>	
<u>Carson River Advisory Committee</u>	<u>Standing</u>	<u>City</u>	
Local Emergency Planning Committee	Standing	City	<u>42 U.S.C. §11001</u>

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Legislative*

Carson City Airport Authority	Standing	City	<u>1989 Nev. Stat. 2025</u>
Carson City Board of Supervisors	Standing	Electorate	<u>NRS Chapter 244; Carson City Charter, art. II, §§2.010 – 2.320; CCMC 2.02.010 – 2.02.040</u>
Carson City Liquor and Entertainment Board	Standing	State	<u>NRS 244.345, 244.350; CCMC 4.13.010 – 4.13.210</u>
Carson City Redevelopment Authority	Standing	City	<u>NRS 279.426 – 279.514</u>
Carson City Regional Transportation Commission	Standing	City	<u>NRS 277A.010 – 277A.380; CCMC 11.20.010 – 11.20.200</u>
Carson Water Sub-Conservancy District	Standing	State	

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Regulatory*

9-1-1 Surcharge Advisory Committee	Standing	City	<u>NRS 244A.7645; CCMC 4.05.010 – 4.05.110</u>
Carson City Board of Appeals (Building Code)	Standing	City	<u>CCMC 15.05.020, §§ 113.1 – 113.4</u>
Carson Area Metropolitan Planning Organization	Standing	City/Federal	<u>23 U.S.C. §134; 23 CFR 450.300; Governor Kenny C. Guinn letter to Bill Kappus (Feb. 26, 2003)</u>
Carson City Board of Equalization	Standing	City	<u>NRS 361.334 – 361.365</u>
Carson City Board of Health	Standing	City	<u>NRS 439.280 – 439.360; CCMC 9.01.010 – 9.01.110</u>
Carson City Convention and Visitors Bureau	Standing	City	<u>NRS 244A.597- 244A.655</u>
Carson City Historic Resources Commission	Standing	City	<u>CCMC 18.06.020 – 18.06.145</u>
Carson City Library Board of Trustees	Standing	City	<u>NRS 379.020, 379.025</u>
Carson City Planning Commission	Standing	City	<u>NRS 278.030 – 278.265; CCMC 18.020.010 – 18.02.120</u>
Carson City Stormwater Appeal Board	Standing	City	<u>CCMC 12.06.110 – 12.06.130</u>

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Member**

Carson City Municipal Golf Course	Standing	Other	<u>Non-profit corporation</u>
Carson City Senior Center Advisory Committee	Standing	Other	
<u>Carson Water Subconservancy District</u>	<u>Standing</u>	<u>Other</u>	<u>1989 Nev. Stat. 1408</u>
Land Use Planning Advisory Council	Standing	Other	<u>NRS 321.740 – 321.750</u>
Nevada Association of Counties (NACO)	Standing	Other	<u>Non-profit corporation</u>
Nevada Commission on the V&T	Standing	Other	<u>1993 Nev. Stat. 2326;</u> <u>1995 Nev. Stat. 2589;</u> <u>1999 Nev. Stat. 2970</u>
<u>Nevada State Prison Preservation Society</u>	<u>Standing</u>	<u>Other</u>	<u>Non-profit corporation</u>
Nevada Tahoe Conservation District	Standing	Other	<u>NRS 548.185 – 548.510</u>
Tahoe Regional Planning Agency Governing Board	Standing	Other	<u>NRS 278.792 – 278.806</u>
Tahoe Regional Planning Agency Advisory Planning Commission	Standing	Other	<u>NRS 278.808</u>
Tahoe Transportation Commission	Standing	Other	<u>NRS 277.200</u>
Tahoe Transportation District	Standing	Other	<u>NRS 277.200</u>
Western Nevada Development District	Standing	Other	<u>Non-profit corporation</u>
Western Nevada Home Consortium	Standing	Other	

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Western Nevada Resource Conservation District	Standing	Other	
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*- Some may be both Legislative and Regulatory

** - Not all are Public Bodies

Appendix B - Department Assignments

Board, Committee, or Commission	Department
9-1-1 Surcharge Advisory Committee	Fire
Advisory Board to Manage Wildlife	Clerk/Recorder
Carson Area Metropolitan Planning Organization	Public Works /Transportation
Carson City Audit Committee	Finance
Carson City Board of Appeals (Building Code)	Public Works/Building
Carson City Board of Equalization	Assessor
Carson City Board of Health	City Manager
Carson City Board of Supervisors	City Manager
Carson City Building Permit Enterprise Fund Advisory Committee	Public Works/Building
Carson City Charter Review Committee	City Manager
Carson City Cultural Commission	Parks and Recreation
Carson City Debt Management Commission	Finance
Carson City Historic Resources Commission	Public Works/Planning
Carson City Liquor and Entertainment Board	City Manager
Carson City Open Space Advisory Committee	Parks and Recreation
Carson City Parks and Recreation Commission	Parks and Recreation
Carson City Planning Commission	Public Works/Planning
Carson City Redevelopment Authority	City Manager
Carson City Redevelopment Authority Citizens Committee	Public Works/Planning
Carson City Regional Transportation Commission	Public Works/Transportation
Carson City Shade Tree Council	Parks and Recreation
Carson City Stormwater Appeal Board	Public Works/Engineering
Carson City Television Commission	City Manager
Carson Nugget Development Advisory Committee Carson City Utility Finance Oversight Committee	City Manager Public Works/Finance
Carson River Advisory Committee	Parks and Recreation
Local Emergency Planning Committee	Fire

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STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2016

Staff Contact: Nick Marano, City Manager (nmarano@carson.org)

Agenda Title: For Possible Action: To appoint a member to the Carson City Audit Committee, for a two year term that expires in December 2017.

Staff Summary: CCMC Chapter 2.14.030 provides for a five (5) member Audit Committee; one (1) member from the Board of Supervisors and four (4) members from the citizen-at-large. There is one vacancy for a citizen-at-large position due to expiration of term. A reappointment request was received from Michael Bertrand. There are no additional applicants.

Agenda Action: Formal Action/Motion

Time Requested: 15 mins

Proposed Motion

I move to reappoint Michael Bertrand to serve on the Carson City Audit Committee, for a two year term that will expire December 2017.

Board's Strategic Goal

Quality of Life

Previous Action

n/a

Background/Issues & Analysis

n/a

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 2.14.030

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: n/a

Alternatives

Re-open the position for additional applicants

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Carson City, Nevada, Code of Ordinances >> Title 2 - ADMINISTRATION AND PERSONNEL* >> Chapter 2.14 - CARSON CITY AUDIT COMMITTEE >>

Chapter 2.14 - CARSON CITY AUDIT COMMITTEE

Sections:

- 2.14.010 - Introduction.
- 2.14.020 - Purpose of the Carson City audit committee.
- 2.14.030 - Composition of the Carson City audit committee.
- 2.14.040 - Responsibilities of the Carson City audit committee.
- 2.14.050 - Meetings of the Carson City audit committee.
- 2.14.060 - Organizational chart.

2.14.010 - Introduction.

As the demand for enhanced accountability and the increased examination of an adequate system of internal controls occurs in the public sector due to the Sarbanes-Oxley Act, so does the significance and importance of an audit committee.

The independence and objectivity between the Carson City audit committee and the city's management team ensures that internal controls are a key management objective of the city's operation. The Government Finance Officers Association and the Institute of Internal Auditors encourage the effective use of an audit committee in the public sector and considers this committee an integral element of public accountability and governance. The Carson City audit committee plays a key role with respect to integrity of the city's financial information; its systems of internal controls, the legal and ethical conduct of management and employees, and is an invaluable tool for ensuring that those responsible for financial management (management, auditors, and governing boards) meet the respective responsibilities for internal control compliance and financial reporting. Additionally, the Carson City audit committee provides a vehicle for open communications between the board of supervisors, the city management team, internal audit, and the independent external auditors.

(Ord. 2008-10 § 3, 2008)

2.14.020 - Purpose of the Carson City audit committee.

The role of the Carson City audit committee is to maintain oversight of the auditing function, both internal and external resulting in increased integrity and efficiency of the audit processes for the city and the city's system of internal controls and financial reporting. The committee has three primary characteristics for it to successfully fill its obligations:

1. Independence. The Carson City audit committee will be independent both in fact and in appearance and requires processes to be in place to ensure such independence is maintained at all times.
2. Communication. The Carson City audit committee will maintain an open line of communication with the board of supervisors, city management, internal and external

auditors; providing direction for the city's audit function and a framework of accountability.

3. Accountability. The Carson City audit committee contributes to the integrity of the financial reporting process and reinforces the culture of a strong system of internal controls throughout the city.

The Carson City audit committee shall provide oversight to the city's internal controls by assuring that the system of internal controls established by management are reviewed on a regular and systematic basis for functionality and effectiveness. The Carson City audit committee's duties shall include, but are not limited to, development of the risk assessment and annual work plan, review of all individual audit reports, review of the annual report of audits completed, review the status of corrective actions, the annual budget, and the performance of the internal auditor. Upon completion of these reviews, the Carson City audit committee will make appropriate recommendations to the board of supervisors.

(Ord. 2008-10 § 4, 2008)

2.14.030 - Composition of the Carson City audit committee.

1. The Carson City audit committee will be independent and objective in its collective mindset individually and as a group. The committee will reflect the following attributes:
 - a. Excellent communication skills with each other and with others;
 - b. A willingness to fully participate in complex and sensitive matters that require resolution;
 - c. Public accounting, governmental accounting and auditing experience.
2. The Carson City audit committee shall be comprised of five (5) members; one (1) member from the board of supervisors and four (4) members from the public at-large.
 - a. One (1) member of the Carson City audit committee will be selected from the board of supervisors. The board member shall be selected each January when the board of supervisors addresses board and commission assignments.
 - b. The four (4) members at-large of the Carson City audit committee will be interviewed and selected by the board of supervisors. These members should have experience in financial services, public accounting, and/or governmental auditing, and current knowledge of public laws and regulations governing an audit committee. The terms shall be for staggered two (2) years; expiring on each alternate year.
 - c. The members at-large shall not accept any consulting, advisory, or other compensatory fees from the city and may not be an affiliated person with the city or any subsidiary thereof.
3. Should a vacancy occur in any position on the Carson City audit committee, the board of supervisors must follow the procedure set forth above to select a new member for the committee. The selection must occur within one (1) month of the vacancy occurring.
4. When deemed necessary, the Carson City audit committee may request that the city manager and other management employees attend a Carson City audit committee meeting in an advisory capacity. This individual may be requested to provide necessary information relative to internal controls, data, and analysis related to the specific objectives of the Carson City audit committee.

(Ord. 2008-10 § 5, 2008)

(Ord. No. 2009-24, § 1, 10-1-2009)

2.14.040 - Responsibilities of the Carson City audit committee.

1. The Carson City audit committee will review and make recommendations to the board of supervisors regarding the annual financial audit, performance, compliance and efficiency audits, including specific issues of concern providing a higher level of accountability over the use of public funds and the adequacy of any city department or office performance measure for internal audit purposes. Reviews and recommendations by the internal auditor will be guided by the internal auditing standards. As appropriate, background documents related to specific audit issues will be sent to the committee during the course of each year.
2. The Carson City audit committee will:
 - a. Provide input into the annual risk assessment plan developed by the city auditor to identify areas of risk or exposure facing the city's organization; review and assess the steps necessary to minimize such risks in the future and improve operating efficiencies; oversee the internal auditor's creation and implementation of processes to identify potential fraud, waste and abuse of city resources and property and a findings reporting protocol;
 - b. Identify with key directors significant risks or exposures facing their organizations/operations to develop a "risk plan" and "audit work plan" to prioritize the city auditor's work load and assess the need for professional services;
 - c. Annually review the audit scope and work plan of the city auditor in conjunction with the external auditors plan to address the coordination of audit efforts to ensure the completeness of coverage, reduction of redundant efforts and effective use of audit resources;
 - d. Discuss the fiscal health of the city in relation to the adopted budget with the city manager and the director of finance;
 - e. Consider matters related to the systems of internal controls, including overseeing compliance by management with applicable policies and procedures;
 - f. Review and make recommendations to the board of supervisors regarding audit findings including the status and implementation of recommendations for both internal and external audits;
 - g. Review and make recommendations to the board of supervisors pertaining to the internal audit budget for operating expenses and capital expenditures;
 - h. Oversee the appointment of the independent auditors to be engaged by the board of supervisors for external reporting and recommend to the board of supervisors the related audit fees;
 - i. Recommend to the board of supervisors to engage outside professional services when deemed appropriate for audit issues;
 - j. Review the internal audit charter and make recommendations to the board of supervisors when changes are deemed necessary;
 - k. Review and make recommendations to the board of supervisors for special requests for audit projects and have the authority to perform other duties as may be delegated to it by the board of supervisors;
3. Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards require an independent auditor to evaluate the city's internal controls in connection with determining the extent of their audit procedures. The external auditors are required to alert the Carson City audit committee and the governing body regarding material matters. The Carson City audit committee will:
 - a.

Review and make recommendations to the board of supervisors pertaining to the external auditors annual audit plan and inquire into external audit matters as deemed appropriate;

- b. Oversee the appointment of the independent auditors to be engaged by the board of supervisors for external reporting and establish the related audit fees; review and evaluate the performance of the independent auditors and establish a regular schedule for periodically re-bidding the annual audit;
- c. Review and make recommendations to the board of supervisors regarding all significant written communications between the independent auditors and management, such as any management letter or schedule of unadjusted differences.

(Ord. 2008-10 § 6, 2008)

(Ord. No. 2012-11, § 1, 8-2-2012)

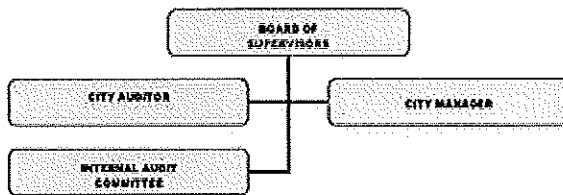
2.14.050 - Meetings of the Carson City audit committee.

- 1. The Carson City audit committee will meet quarterly. All members are expected to attend on a regular basis.
- 2. The Carson City audit committee may ask members of management or others to attend meetings and to provide pertinent information when necessary.
- 3. Meetings are scheduled in accordance with the state's open meeting laws. The city auditor shall establish the agenda for meetings and will provide to members in advance, all appropriate briefing material.

(Ord. 2008-10 § 7, 2008)

(Ord. No. 2009-24, § 11, 10-1-2009)

2.14.060 - Organizational chart.



(Ord. 2008-10 § 8, 2008)

AUDIT COMMITTEE

<u>MEMBER</u>	<u>APPOINTMENT</u>	<u>TERM EXPIRES</u>
<p>Internal Auditor (part time) Moss Adams LLP Contact: Tom Krippaehne, Partner 999 Third Ave. Ste. 3300 Seattle, WA 98104 (206) 302-6544 (w) (206) 622-9975 (f) tom.krippaehne@mossadams.com</p>	<p>by BOS 1/19/12</p>	
<p>Board of Supervisors Lori Bagwell Supervisor Ward 3 201 N. Carson St. Ste. 2 Carson City, NV 89701 283-7144 (w) lbagwell@carson.org</p>	<p>Initial Term 01/15 Reappt. 1/16</p>	<p>12/2016</p>
<p>Citizens at Large Mary Sanada 2832 Table Rock Dr. Carson City, NV 89706 885-7962 (h) mcsanada@sbcglobal.net</p>	<p>Initial Term 1/14</p>	<p>12/2015</p>
<p>Michael Bertrand (Chair, elected 10/2011) 4320 Gentry Ln. Carson City, NV 89701 882-8892 (w) 544-1832 (c) michael@bertrandcpa.com</p>	<p>Initial Term 01/10 Reappt. 01/12, 01/14</p>	<p>12/2015</p>
<p>Bill Prowse (Vice-chair, elected 10/2011) 3279 Upland Ct. Carson City, NV 89703 883-0902 (h) 721-5601 (c) willpro2001@yahoo.com</p>	<p>Initial Term 10/09 Reappt. 01/11; 01/13 01/15</p>	<p>12/2016</p>
<p>Donald Leonard 2865 Christmas Tree Dr. Carson City, NV 89703 883-0802 (h) dyleonard@att.net</p>	<p>Initial Term 4/15</p>	<p>12/2016</p>

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The Committee shall be comprised of five members; 1 member from the BOS and 4 members from the public-at-large.

- a. One member of the CC Audit Committee will be selected from the BOS. The board member shall be selected each January when the BOS addresses board and commission assignments.
- b. The four members at-large of the committee will be interviewed and selected by the BOS. These members should have experience in financial services, public accounting, and/or governmental auditing, and current knowledge of public laws and regulations governing an audit committee. The terms shall be staggered 2-years, expiring on each alternate year.

*Reappointment OK

MEETINGS: At least quarterly. Meetings are held at the Sierra Room.

PURPOSE: Pursuant to CCMC 2.14.020, the role of the Audit Committee is to maintain oversight of the auditing function, both internal and external resulting in increased integrity and efficiency of the audit processes for the city and the city's system of internal controls and financial reporting. The committee has three primary characteristics for it to successfully fill its obligations: 1. Independence, 2. Communication, and 3. Accountability.

Liaison: Nany Paulson, Chief Finance Officer 283-7142 npaulson@carson.org

Attorney Assignment: Adriana Fralick, DA afralick@carson.org

- END DATA -



Carson City Application for Appointive/Volunteer Position

Title of Board, Committee or Commission and position applying for:

Audit Committee

CONTACT INFORMATION

FIRST NAME

Michael

LAST NAME

Bertrand

STREET ADDRESS

4320 Gentry Lane

STREET ADDRESS LINE 2

CITY

Carson City

STATE

NV

ZIP CODE

89701

PREFERRED CONTACT PHONE NUMBER

775-544-1832

EMAIL ADDRESS

michael@bertrandcpa.com

OCCUPATION/BUSINESS

Accountant

PREFERRED METHOD OF CONTACT

EMAIL

Are you currently a registered voter in Carson City?

- Yes No

*Not required if applying for Convention & Visitors Bureau

Are you currently a member on any Carson City Board, Committee or Commission?

- Yes No

If yes, please list:

Audit committee

Term expiration:

12/31/2015

Conflict of Interest:

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

- Yes No

Do you currently have a contract with Carson City for services/goods?

- Yes No

*Please refer to the BCC Policies & Procedures page 5 item C for more information

If yes, please provide contract details:
i.e. Name of contract, services provided.

Criminal Record:

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

- Yes
- No

*Please refer to the BCC Policies & Procedures page 5 item B for more information

Education *(note: only complete below if a degree is required for this position)*

College, Professional,
Vocational or Other Schools
attended

Major Subject

Degree Conferred

Certified public accountant	Accounting and finance	BS
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Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Over 30 years of practicing as an accountant.

List the community organizations in which you have participated and describe participation:

List your affiliation with professional or technical societies, IF required for position:

American Institute of Certified Public Accounts AICPA

Personal/Professional References - Please list three (3)

Name	Address	Telephone Number
ON File		

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I have read and understand the Carson City's Board, Committees and Commissions Policies and Procedures (online at www.carson.org/volunteer)

I agree

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

Signature of Applicant	Printed Name	Date
Michael Bertrand	Michael Bertrand	12/29/2015

You may attach more information.

Deliver, mail, fax or email signed and completed application to:
Carson City Executive Offices
201 N. Carson St Suite 2
Carson City, NV 89701
Office: (775) 887-2100 Fax: (775) 887-2286
cceo@carson.org